NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 21, 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 – 45)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >$5,000	$5,600.00
To	0100-0540-004100	Professional Services	$5,600.00

4. Discuss, consider and take appropriate action on a line item transfer for the Purchasing Department in the amount of $1,500.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0494.004232	Training/Conference/Seminars	$1,500.00
To:	0100.0494.004311	General Advertising	$1,500.00

5. 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.

6. Discuss, consider, and take appropriate action on approving property tax collections for the month of February 2023 for the Williamson County Tax Assessor/Collector.

7. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 03/15/2023 for the Williamson County Tax Assessor/Collector.

8. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) Chevrolet Tahoe Vin #7385, pursuant to Texas Local Government Code 263.152.

9. Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, January 2023 Monthly Report, in compliance with Code of Crim Proc.§103.005.

10. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, February 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

12. Discuss and take appropriate action on noting in the minutes the County Clerk's CE hours from the County Investment Academy created by Texas Association of Counties.

13. Discuss, consider, and take appropriate action on approving revisions to the Procurement (P-Card) Manual.

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

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

16. Discuss, consider, and take appropriate action on the Access Control Policy for information systems.

17. Discuss, consider, and take appropriate action on the Data Management Policy.

18. Discuss, consider and take appropriate action on approving agreement #2023143 for ONESolution CAD Llicense Fees from Central Square/Superion, LLC in the amount of $33,600.00 and authorizing execution of the agreement. The sole source designation of Central Square/Superion was approved by the Commissioner's Court on 5/5/2020, Item #65 and is valid for 36-months.

19. Discuss, consider, and take appropriate action on approving agreement #2023161 for Palo Alto Network Security System between Williamson County and Presidio Networked Solutions Group, LLC in the total amount of $61,254.19, pursuant to the DIR contract #DIR-TSO-4315, and authorizing the execution of the renewal agreement.

20. Discuss, consider, and take appropriate action on approving the Data Sharing Agreement (DSA) that will allow Benefitfocus.com, Inc. to provide an electronic file feed to Virgin Pulse at no cost to Williamson County and authorizing the execution of the agreement. The fee for the automated feed was incurred and paid for in FY22 to Benefitfocus.com, Inc.

21. Discuss, consider and take appropriate action on approving agreement #2023154 between Williamson County and The F.A. Bartlett Tree Expert Company for emergency tree pruning due to storm damage at four (4) park locations with a not-to-exceed amount $49,500.00 and exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and authorizing execution of the agreement.

22. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Flood Modeling System, under RFP #23RFP58. Funding Source is P383.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Emergency Disaster Response Services and/or Supplies for Williamson County under RFP #23RFP59.

24. Discuss, consider, and take appropriate action on approving the purchase of Complacency Kills training classes by HeroLight Training, LLC in the amount of $7,200.00, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) [personal or professional service] and authorizing the execution of this agreement.

25. Discuss, consider, and take appropriate action on awarding a Professional Services Agreement through RFQ #21RFSQ2 to provide design and engineering services at the Emergency Services Operations Center (ESOC) for Data Center Cooling Upgrades to Ramirez-Simon Engineering, LLC in the amount up to $51,895.00 and authorize execution of the agreement. Funding source is P609.

26. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Automated Teller Machine (ATM) Services, under #23RFP56.

27. Discuss, consider, and take appropriate action on awarding RFP #23RFP2 Commercial Lease of 1401 US Hwy 183, Leander, TX, to Operation Liberty Hill, Inc., and execution of the agreement.

28. Discuss, consider and take appropriate action authorizing Judge Gravell to notify the Texas Department of Public Safety (DPS) of Williamson County's future need to utilize the space currently occupied by DPS at the Taylor Annex Building, 412 Vance St, Taylor TX and request that DPS vacate such space within one year.

29. Discuss, consider and take appropriate action on G2 Construction, Change Order No. 1 for the Williamson County Sheriff's Office Admin Renovations Project (1008.4510), in the amount of $38,357.15. There will be no addition time added to substantial completion. Funding Source is 01.0100.1008.004509.

30. Discuss, consider and take appropriate action on accepting a report from G2 Construction, Change Order No. 2 for the Williamson County Sheriff's Office Admin Renovations Project (1008.4510), in the amount of $1,904.00. There will be no addition time added to substantial completion. Funding Source is 01.0100.1008.004509.

31. Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 2 for the Williamson County Justice Center, New District Court Project (P595), for a decrease of ($66,135.00.) There will be no addition time added to substantial completion. Funding Source is P595.

32. Discuss, consider and take appropriate action on Contract Amendment 1 to Williamson County Contract for Design and Engineering Services between Williamson County and Johnston, LLC, relating to the Jail North Water System Analysis project.

33. Discuss, consider and take appropriate action on approving the appointment of Williamson County Senior Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Williamson County Facilities Management department in accordance with Section 262.031 of the Local Government Code.

34. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on March 31, 2025 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

35. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255 ROW Parcels and Exhibits. This supplemental is to extend the expiration date to December 31, 2023. Funding source: P546.

36. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 3 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255 Topo. This supplemental is to extend the expiration date to June 30, 2023. Funding source: P546.

37. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 27 under Williamson County Contract between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations. This supplemental is to extend the expiration date to March 25, 2024. Funding source: 01.0200.0210.004100.

38. Discuss, consider and take appropriate action on Work Authorization No 7 in the amount of $69,890.00 to expire on December 31, 2024 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for CR 313 East of CR 332 - Jarrell. Funding source: P623.

39. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $121,680.00 to expire on March 31, 2025 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the CR 313 Reconstruction Project. Funding source: P623.

40. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 207 Widening under IFB #23IFB57 for the Road and Bridge Department. Funding Source is P622.

41. Discuss, consider, and take appropriate action on executing the agreement for IFB #23IFB33 CR 404 Realignment for Capital Excavation Company, in the amount of $5,139,487.45. Funding Source is P391.

42. Discuss, consider and take appropriate action on approval of the final plat for the Northgate Ranch CR 214 ROW and Amenity Center subdivision – Precinct 2.

43. Discuss, consider and take appropriate action on approval of the replat of Lots 182 & 183, Sundance Ranch North Phase 2 subdivision – Precinct 2.

44. Discuss, consider and take appropriate action on approval of the final plat for the R & L Reed Subdivision – Precinct 2.

45. Discuss, consider and take appropriate action on approval of the preliminary plat for the Hosick Ranch subdivision – Precinct 4.

REGULAR AGENDA

46. To acknowledge and recognize the County Clerk's Vitals Office Cynthia Tidwell, Marlen Rossetti, Cynthia Zuk for their service and dedication to the Williamson County Clerk's office being awarded the 5 Star Award by the Texas Department of State Health Services Vital Statistics Section.

47. Discuss, consider and take appropriate action on a resolution recognizing March of 2023 as Williamson County's demisemiseptcentennial birthday.

48. Discuss, consider and take appropriate action on recognizing gifts given in celebration of Williamson County's 175th birthday.

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

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	64,590.00
To	0100-0576-001107	Temp/Seasonal Labor	60,000.00
To	0100-0576-002010	FICA	4,590.00

51. Discuss, consider and take appropriate action on approving a 2021 Hailstorm budget transfer to move $29,080 from P593 (Southwest/Splashpad Hailstorm) to P606 (Regional Park Restroom Renovation).

52. Discuss, consider and take appropriate action on agreement with Samaritan Health Ministries (SHM) to provide uninsured Williamson County residents with healthcare through the Health Grant Program for fiscal year 2023.

53. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and the City of Liberty Hill for Infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

54. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for Infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

55. Discuss, consider and take appropriate action to apprive an Interlocal Agreement between the City of Georgetown and Williamson County for Design Services for the Williamson County Regional Animal Shelter Expansion Project.

56. Discuss, consider and take appropriate action to approve the acknowledgment and agreement of the engagement of Dauntless Discovery LLC by the law firm of Mullen Coughlin LLC to assist with investigating and otherwise assisting with response to potential data security incidents.

57. Discuss, consider and take appropriate action to approve the SWAT Special team/operations cost be included in the Sheriff's Office General Fund in the 2023-2024 Budget and future years.

58. Discuss, consider and take appropriate action to approve the K-9 Special team/operations cost be included in the Sheriff's Office General Fund in the 2023-2024 Budget and future years.

59. Discuss, consider and take appropriate action to approve the Swift Water Rescue/Dive Special team/operations cost be included in the Sheriff's Office General Fund in the 2023-2024 Budget and future years.

60. Discuss, consider and take appropriate action to approve the Drone Special team/operations cost be included in the Sheriff's Office General Fund in the 2023-2024 Budget and future years.

61. Discuss, consider, and take appropriate action on approving agreement #2023155 for Panasonic In-Vehicle Video System from GTS Technology Solutions for law enforcement departments in the amount of $263,568.23, pursuant to cooperative DIR contract DIR-CPO-4697.

62. Discuss, consider, and take appropriate action on approving the quote #2023165 between Williamson County and Excell Fueling Systems in the amount of $119,985.00, with a yearly amount of $11,349.00 for FM Live, pursuant to BuyBoard contract #673-22.

63. Discuss, consider, and take appropriate action on exempting procurement of the American Heart Association (AHA) training materials list for Williamson County EMS and any related services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(7)(A) [items for which competition is precluded because of existence of patents, copyrights, secret processes, or monopolies].

64. Discuss, consider and take appropriate action on approving agreement #2023156 between Williamson County and T.F.R. Enterprises, Inc. for Debris Loading Services in a not-to-exceed amount of $153,900.00 for a ninety (90) day period and exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and authorizing execution of the agreement.

65. Discuss, consider, and take appropriate action on awarding RFP #23RFP9 Vending Machine Services: Beverages & Snacks for Williamson County to the highest scoring proposer, Compass Group USA - Canteen, and authorizing the execution of the agreement.

66. Receive the March 2023 Construction Summary Report and PowerPoint Presentation

67. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $2,831.80 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

68. Discuss, consider and take any appropriate action regarding a Notice of Intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for all active Road Bond Program Construction projects.

69. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($353,937.79) for Project T5023 CR 200 Reconstruction (MA Smith Contracting Co., Inc.) P: 285 Funding Source: Road Bond.

70. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 23IFB8 Corridor H - Sam Bass Rd, a Road Bond program in Commissioner Pct. 3 Project: P462 Funding Source: Road Bond.

71. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 23IFB34 CR 307 Reconstruction, a Road Bond program in Commissioner Pct. 4 Project: P394 Funding Source: Road Bond.

72. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 23IFB33 Samsung Highway (FM3349 to CR 404), a Road Bond program in Commissioner Pct. 4 Project: P391 Funding Source: Road Bond.

73. Discuss, consider and take appropriate action on an Electric Utility Easement with Pedernales Electric Cooperative, Inc. for a 0.444 AC easement required on property owned by Williamson County and needed for the Sam Bass Road widening (Corridor H) project. Funding Source: Road Bonds P462

74. Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Water Special Utility District regarding relocation of Water System Improvements CR 401/Future County Road Roadway Construction Project. Funding Source: Road Bonds P390c/619a

75. Discuss, consider and take appropriate action on a real estate contract with Terry Mont Dooley and Laura Jeanette Dooley for 0.365 acres required as right of way for the CR 255 project (Parcel 1A). Funding Source: LRTP- P457

76. Discuss, consider and take appropriate action on a real estate contract with Steven P. Walker and Margaret R. Walker for 0.100 acres required as right of way for the CR 255 project (Parcel 7). Funding Source: LRTP- P457

77. Discuss, consider and take appropriate action on a real estate contract with Willis Daulton Halliburton for 0.098 acres required as right of way for the CR 255 project (Parcel 8). Funding Source: LRTP- P457

78. Discuss, consider and take appropriate action on a real estate contract with Yogesh Bansal and Pragati Bansal for 0.220 acres required as right of way for the CR 255 project (Parcel 24). Funding Source: LRTP- P457

79. Discuss, consider and take appropriate action on a real estate contract with Krishna Kumari Vedala and Ranganath Vedala for 0.126 acres required as right of way for the CR 255 project (Parcel 27). Funding Source: LRTP- P457

80. Discuss, consider and take appropriate action on a Temporary Construction Easement with Maria DiGiulio and Craig DiGiulio required for the construction of the Sam Bass Rd/Corridor H project (Parcel 31TCE). Funding Source; Road Bonds P462

81. Discuss, consider and take appropriate action on a First Amendment to Drainage Easement between 212 Gunner, LTD. A Texas limited partnership, 212 Henrietta, LLC. A Texas limited liability company and Williamson County amending a drainage easement across property acquired for the future SH 29 right of way in 2006.

82. Discuss, consider and take appropriate action on a First Amendment to the Interlocal Agreement between Williamson County and the City of Hutto regarding the City/County participation in the Design and Construction of Segment 3 of the Southeast Loop (FM 3349) Project. Funding Source Road Bonds P332

83. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (13.635 acres, 0.382 acres and 0.003 acres) required for the construction of Hero Way/RM 2243. (Roy Kuchera and Alice Kuchera / Parcel 206.3) Funding Source: Road Bonds P326

84. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.047 acres) required for the construction of Bagdad Road/CR 279. (Scott Helms and Barbara Laura Forbes Helms n/k/a Laura Forbes Glass / Parcel 9) Funding Source: Road Bonds P343

85. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.232 acres) required for the construction of Bagdad Road/CR 279. (Crestway Storage and Parking, LLC / Parcel 19) Funding Source: Road Bonds P343

86. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.421 acres) required for the construction of Bagdad Road / CR 279. (Michael David Vesper and Rachel Corpus Vesper / Parcel 33) Funding Source: Road Bonds P343

87. Discuss, consider and take appropriate action on appointing a 2023 Williamson County Citizen's Bond Committee.

88. 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)."

89. 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.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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
i) Lease of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, 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.

90. 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
g) Project Glee

91. 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. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. 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
4. 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
5. 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
6. 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
7. 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
8. 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
9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. 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
19. 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
20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's

Office; In the 368th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge No. 451-2023-00766 - K.B.

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 pertaining to DM Medical Billings, LLC.
5. Legal matters relating to proposed Hutto TIRZ #3.
6. Legal matters pertaining to nuisance abatement procedures.
7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

92. 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).

93. 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).

94. 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)

95. Discuss and take appropriate action concerning economic development.

96. Discuss and take appropriate action concerning real estate.

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

a. General:

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

b. Litigation:

1. 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. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. 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
4. 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
5. 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
6. 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
7. 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
8. 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
9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. 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
19. 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
20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge No. 451-2023-00766 - K.B.

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 pertaining to DM Medical Billings, LLC.
5. Legal matters relating to proposed Hutto TIRZ #3.
6. Legal matters pertaining to nuisance abatement procedures.
7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

98. 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.

99. Comments from Commissioners.

100. 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 17th day of March 2023 at 2:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 03/21/2023

LIT - Professional Services

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer for costs associated with EMS system evaluation consultant.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >$5,000	$5,600.00
To	0100-0540-004100	Professional Services	$5,600.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2023 11:41 AM
Budget Office	Saira Hernandez	03/10/2023 07:57 AM
Form Started By: Michael Knipstein		Started On: 03/03/2023 11:32 AM
Final Approval Date: 03/10/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 03/21/2023

Approval of line item transfer for funds budgeted in incorrect line item

Submitted For: Joy Simonton **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Purchasing Department in the amount of $1,500.00.

Background

This transfer is necessary to move money from the incorrectly budgeted line into the correct line for general advertisement for the vendor forum scheduled for March 30, 2023, at 9AM. The money was budgeted for vendor training and was inadvertently placed in the training line item 4232. This transfer was recommended by Audit and Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0494.004232	Training/Conference/Seminars	$1,500.00
To:	0100.0494.004311	General Advertising	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 08:52 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:49 PM
Budget Office	Ashlie Holladay	03/16/2023 04:47 PM
Form Started By: Kerstin Hancock		Started On: 03/03/2023 12:33 PM
Final Approval Date: 03/16/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/21/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Drewry	03/15/2023 04:36 PM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:09 PM
Form Started By: Kayla Marek		Started On: 03/15/2023 04:32 PM
Final Approval Date: 03/16/2023		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Commissioner 4 - admin	Executive Assistant.0260.001100.	15017	$59,927.14	$4,194.84	7.00	$64,121.98	-	MERIT	31-Mar-23
County Attorney	Executive Assistant.0029.001100.	2273	$85,479.42	$1,367.60	1.60	$86,847.02	-	MERIT	31-Mar-23
Facilities Management	Division Director I.0236.001100.	4507	$84,468.80	$3,378.70	4.00	$87,847.50	-	MERIT	31-Mar-23
Juvenile Grant	Juv Super Offcr I Grant.1046.001100.	16259	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	31-Mar-23
Juvenile Services	Juv Supervision Offcr I.1128.001100.	13143	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	31-Mar-23
Juvenile Services	Juv Supervision Offcr I.1112.001100.	16237	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	31-Mar-23
Juvenile Services	Juv Supervision Offcr I.1126.001100.	16217	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	31-Mar-23
Juvenile Services	Juv Supervision Offcr I.1122.001100.	16256	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	31-Mar-23
Juvenile Services	Juv Supervision Offcr I.1070.001100.	16258	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	31-Mar-23
Juvenile Services	Juv Supervision Offcr I.1105.001100.	15953	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	31-Mar-23
Unified Road Systems	Administrative Spec III.1586.001100.	16345	$46,360.41	$3,244.80	7.00	$49,605.21	-	MERIT	31-Mar-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0214	001100	4,194.84	
01	0100	0214	001130		4,194.84
01	0100	0475	001100	1,367.60	
01	0100	0475	001130		1,367.60
01	0100	0509	001100	3378.70	
01	0100	0509	001130		3378.70
01	0100	0576	001100	12359.69	
01	0100	0576	001130		12359.69
01	0200	0210	001100	3244.80	
01	0200	0210	001130		3244.80

Commissioners Court - Regular Session **6.**

Meeting Date: 03/21/2023

Property Tax Collections – February 2023

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of February 2023 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

020123-022823 GWI-RFM

020123-022823 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:11 PM
Form Started By: Renee Clark		Started On: 03/16/2023 09:23 AM
Final Approval Date: 03/16/2023		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
February 28, 2023

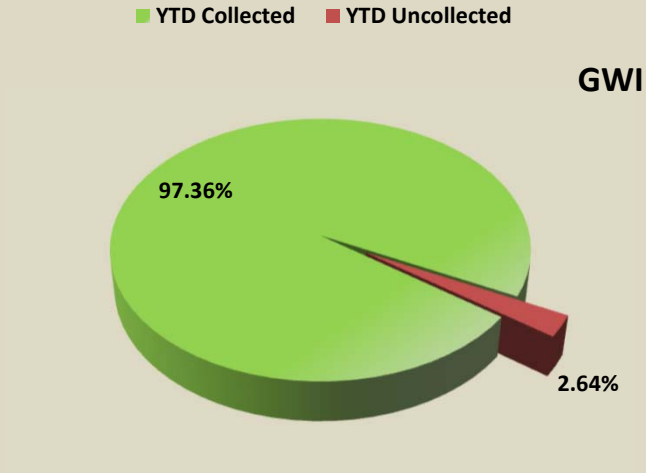
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$364,401,981.82	($947,394.34)	$363,454,587.48	$5,536,274.30	$237,547.75	($224,220.88)	$9,579,041.33	$353,875,546.15	97.36%	97.43%	97.77%
2021 & Prior	$2,757,006.07	($697,657.89)	$2,059,348.18	($120,507.33)	$9,454.52	$0.73	$2,368,653.87	($309,305.69)	-15.02%	-10.78%	
Rollbacks	$1,546,478.67	$395,824.58	$1,942,303.25	$135,864.55	$6,047.55	$0.00	$487,359.58	$1,454,943.67	74.91%	75.22%	
Total All	$368,705,466.56	($1,249,227.65)	$367,456,238.91	$5,551,631.52	$253,049.82	($224,220.15)	$12,435,054.78	$355,021,184.13	96.62%	96.71%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$41,753,188.87	($71,483.00)	$41,681,705.87	$632,599.71	$26,797.99	($24,862.97)	$1,121,106.65	$40,560,599.22	97.31%	97.37%	97.67%
2021 & Prior	$257,573.51	($63,096.74)	$194,476.77	($10,640.34)	$954.76	$0.09	$218,632.19	($24,155.42)	-12.42%	-7.97%	
Rollbacks	$148,096.37	$38,180.19	$186,276.56	$13,135.85	$587.16	$0.00	$46,616.72	$139,659.84	74.97%	75.29%	
Total All	$42,158,858.75	($96,399.55)	$42,062,459.20	$635,095.22	$28,339.91	($24,862.88)	$1,386,355.56	$40,676,103.64	96.70%	96.79%	

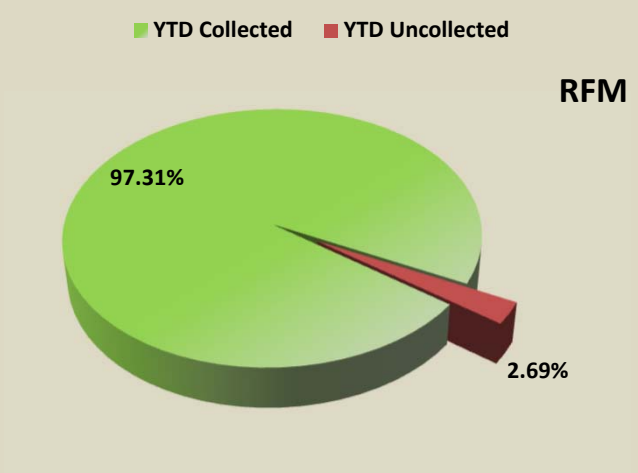
2022 COMBINED MONTHLY BREAKDOWN

Oct-22	$410,864,325.31	$47,641.67	$410,911,966.98	$9,167,294.87	$23,265.66	$54.78	$401,744,617.33	$9,167,349.65
Nov-22	$410,911,966.98	($235,128.28)	$410,676,838.70	$17,842,103.44	$21,026.41	$2,612.93	$383,664,772.68	$27,012,066.02
Dec-22	$410,676,838.70	($310,204.24)	$410,366,634.46	$217,472,967.79	$19,518.63	($8.26)	$165,881,608.91	$244,485,025.55
Jan-23	$410,366,634.46	($6,050,897.97)	$404,315,736.49	$145,274,145.09	$21,735.61	$473.42	$19,936,696.89	$389,759,644.06
Feb-23	$404,315,736.49	($177,642.84)	$404,138,093.65	$6,186,726.74	$281,389.73	($249,083.03)	$13,821,410.34	$395,697,287.77

Year to Date Collection Report
Thru February 2023



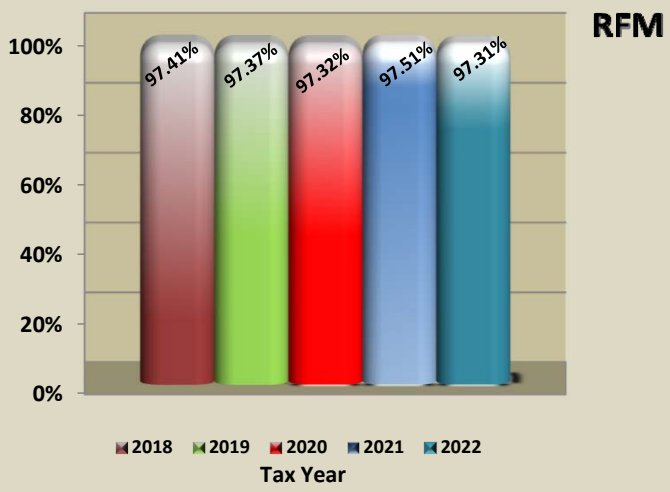
Year to Date Collection Report
Thru February 2023



Percent of Roll Collected Comparison
2018-2022



Percent of Roll Collected Comparison
2018-2022



Commissioners Court - Regular Session **7.**

Meeting Date: 03/21/2023

Property Tax Refunds – Over 2500 – Thru 03/15/2023

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 03/15/2023 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

030323-031523 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:11 PM
Form Started By: Renee Clark		Started On: 03/16/2023 09:26 AM
Final Approval Date: 03/16/2023		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: March 15, 2023

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of March 15, 2023

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	03/03/2023	91983	ARVEST MORTGAGE	R593044 - Overpayment	-4,770.55
Total Refunds Payable - Taxpayers					-4,770.55
TOTAL					**-4,770.55**

Commissioners Court - Regular Session **8.**

Meeting Date: 03/21/2023

Vehicle Status Change Assets for Auction 3.21.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) Chevrolet Tahoe Vin #7385, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets Auction 3.21.23

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 06:58 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:50 PM
Form Started By: Mary Watson		Started On: 03/06/2023 10:18 AM
Final Approval Date: 03/16/2023		

County VIN/Serial Number	1GNLCDEC3KR287385
Make	CHEVROLET
License Plate	1412756
Year	2019
Model	TAHOE
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment/Door Number	SB1968
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Insurance declared total loss but Williamson County will retain vehicle
Comments (mileage, mechanical issues, other info)	TOTAL LOSS - ACCIDENT DRIVER SIDE
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	3/21/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	7385
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	Salvage Title
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes

Workflow Process Notes	
2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ James David 2/22/2023 1:29 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/22/2023 2:00 PM
Authorizing Risk Employee Signature	✔ Malea Schmitt 3/3/2023 3:43 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 3/6/2023 9:05 AM
Purchasing Department Signature	✔ Mary Watson 3/6/2023 10:13 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
ID	6
Version	9.0
Attachments	True
Created	2/22/2023 1:24 PM
Created By	Mark Stevens
Modified	3/6/2023 10:13 AM
Modified By	Mary Watson

Commissioners Court - Regular Session **9.**

Meeting Date: 03/21/2023

Justice of The Peace 1 JANUARY 2023 Monthly Report

Submitted For: KT Musselman **Submitted By:** Geneva Salazar, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, January 2023 Monthly Report, in compliance with Code of Crim Proc.§103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JANUARY_2023_EOM_REPORT_JP1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/10/2023 11:18 AM
Form Started By: Geneva Salazar		Started On: 03/01/2023 03:29 PM
Final Approval Date: 03/10/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of The Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of January, 2023.

KT Musselman

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 27 **day of** February **2023 to certify which witness my hand and seal of office.**

GENEVA P. SALAZAR
Notary Public, State of Texas
Comm. Expires 03-14-2024
Notary ID 124621105

NOTARY PUBLIC
in and for the State of Texas

FINAL RUN

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL

OFFICIAL JUSTICE COURT MONTHLY REPORT

Month January **Year** 2023

County Williamson **Pct.** 1 **Place** _____

Judge KT Musselman

If new, date assumed office _____

Court Mailing Address 1801 East Old Settlers Blvd, Suite 100

City Round Rock , TX **Zip** 78664

Phone Number 512.244.8622

Fax Number 512.244.8602

Court's Public Email jp1@wilco.org

Court's Website https://www.wilco.org/jp1

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Geneva P. Salazar

Date 2/21/2023 Phone Number 512.244.8691

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (512) 463-1625
FAX: (512) 936-2423

CRIMINAL SECTION

Court JP1	Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month January **Year** 2023	**Non-Parking**	**Parking**	**County Ordinance**	**Penal Code**	**Other State Law**	**County Ordinance**
1. Total Cases Pending First of Month:	2260	45	0	100	87	8
a. Active Cases	1957	45	0	97	69	8
b. Inactive Cases	303	0	0	3	18	0
2. New Cases Filed	77	0	0	14	1	0
3. Cases Reactivated	2	0	0	0	0	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	2036	45	0	111	70	8
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions *(Disposed without appearance before a judge (CCP Art. 27.14))*	48	2	0	3	3	0
b. Dismissed by Prosecution	2	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions						
1) Guilty Plea or Nolo Contendere	0	0	0	0	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course *(CCP, Art. 45.0511)*	5					
b. After Deferred Disposition *(CCP, Art. 45.051)*	5	1	0	1	0	0
c. After Teen Court *(CCP, Art. 45.052)*	0	0	0	0	0	0
d. After Tobacco Awareness Course *(HSC, Sec. 161.253)*					0	
e. After Treatment for Chemical Dependency *(CCP, Art. 45.053)*				0	0	
f. After Proof of Financial Responsibility *(TC, Sec. 601.193)*	0					
g. All Other Transportation Code Dismissals	9	0	0	0	0	0
9. All Other Dispositions	0	0	0	2	0	0
10. Total Cases Disposed	69	3	0	6	3	0
11. Cases Placed on Inactive Status	0	0	0	0	0	0
12. Total Cases Pending End of Month:	2268	42	0	108	85	8
a. Active Cases *(Equals Line 5 minus the sum of Lines 10 & 11)*	1967	42	0	105	67	8
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 11)*	301	0	0	3	18	0
13. Show Cause Hearings Held	36	0	0	2	3	0
14. Cases Appealed						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

CIVIL SECTION

Court JP1 **Month** January **Year** 2023	**Debt Claim**	**Landlord/Tenant**	**Small Claims**
1. Total Cases Pending First of Month:	1190	167	263
a. Active Cases	1189	167	263
b. Inactive Cases	1	0	0
2. New Cases Filed	116	141	26
3. Cases Reactivated	0	0	0
4. All Other Cases Added	0	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	1305	308	289
DISPOSITIONS			
6. Default Judgments	50	0	1
7. Agreed Judgments	9	0	0
8. Trial/Hearing by Judge/Hearing Officer	1	105	4
9. Trial by Jury	0	0	0
10. Dismissed for Want of Prosecution	0	7	0
11. Non-suited or Dismissed by Plaintiff	36	64	6
12. All Other Dispositions	0	0	1
13. Total Cases Disposed *(Sum of Lines 6 through 12)*	96	176	12
14. Cases Placed on Inactive Status	0	0	0
15. Total Cases Pending End of Month:	1210	132	277
a. Active Cases *(Equals Line 5 minus the sum of Lines 13 & 14)*	1209	132	277
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 14)*	1	0	0
16. Cases Appealed:			
a. After Trial	0	5	0
b. Without Trial	0	0	0

JUVENILE/MINOR ACTIVITY

Court JP1	
Month January **Year** 2023	**Total**
1. Transportation Code Cases Filed	2
2. Non-Driving Alcoholic Beverage Code Cases Filed	2
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed *(HSC, Ch. 481)*	0
5. Tobacco Cases Filed *(HSC, Sec. 161.252)*	0
6. Truancy Conduct Cases Filed *(Family Code, Sec. 65.003(a))*	4
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed *(Local Govt. Code, Sec. 341.905)*	0
9. All Other Non-Traffic Fine-Only Cases Filed	0
10. Transfer to Juvenile Court: a. Mandatory Transfer *(Fam. Code, Sec. 51.08(b)(1))*	0
b. Discretionary Transfer *(Fam. Code, Sec. 51.08(b)(2))*	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) *(CCP, Art. 45.050(c)(1))*	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges) *(CCP, Art. 45.050(c)(2))*	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified *(Fam. Code, Sec. 51.095)*	0
14. Detention Hearings Held *(Fam. Code, Sec. 54.01)*	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed *(Ed. Code, Sec. 25.093)*	0

ADDITIONAL ACTIVITY

Court JP1		NUMBER REQUESTS FOR COUNSEL
Month January **Year** 2023	**NUMBER GIVEN**	
1. Magistrate Warnings: a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	0
c. Felonies	0	0
		TOTAL
2. Arrest Warrants Issued: a. Class C Misdemeanors		0
b. Class A and B Misdemeanors		2
c. Felonies		0
3. Capiases Pro Fine Issued		1
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed *(CCP, Art. 18.05)*		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Interlock Device Issued *(CCP, Art. 17.441)*		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held *(TC, Sec. 521.300)*		11
12. Handgun License Denial, Revocation or Suspension Hearings Held *(Govt. Code, Sec. 411.180)*		0
13. Disposition of Stolen Property Hearings Held *(CCP, Ch. 47)*		0
14. Peace Bond Hearings Held		0
15. Inquests Conducted		31 ~~26~~
16. Cases in Which Fine and Court Costs Satisfied by Community Service: a. Partial Satisfaction		0
b. Full Satisfaction		1
17. Cases in Which Fine and Court Costs Satisfied by Jail Credit		6
18. Cases in Which Fine and Court Costs Waived for Indigency		2
19. Amount of Fines and Court Costs Waived for Indigency		$348
20. Fines, Court Costs and Other Amounts Collected: a. Kept by County		$46163
b. Remitted to State		$5510
c. Total		$51673

Payment Report - G/L and Fund Summary

Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	170.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	9,517.08
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	25,030.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	160.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	99.87
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	8,066.40
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	5.92
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	951.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	733.92
Place Holder Change Me	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	5.00
	0100 - General Fund Total:	**44,739.19**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	9.00
	0360 - Courthouse Security Fund Total:	**9.00**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	3.00
	0361 - JP Security Fund Total:	**3.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,585.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,585.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	12.00
	0372 - Justice Court Technology Fund Total:	**12.00**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	100.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	15.00
	0373 - JP-1 Truancy Program Fund Total:	**115.00**

Payment Report - G/L and Fund Summary

Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-1-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	0.00
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	6.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	120.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	3,188.25
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	1,008.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	18.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-1-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	0.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	70.00
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,182.88
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-1-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	0.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	59.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	49.08
	0399 - State Agency Fund Total:	**5,749.81**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	700.00
	JP BOND Total:	**700.00**
	Fee Totals for All Funds:	**52,913.00**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	75.00	16	0.00	0	0.00	0	75.00	16
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	165.46	35	0.00	0	0.00	0	165.46	35
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,188.25	55	0.00	0	0.00	0	3,188.25	55
2020CDF	Compliance Dismissal Fine	90.00	9	0.00	0	0.00	0	90.00	9
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	80.00	8	0.00	0	0.00	0	80.00	8
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	733.92	56	0.00	0	0.00	0	733.92	56
2020LTF	Local Traffic Fine (TC 542.403)	70.98	25	0.00	0	0.00	0	70.98	25
2020STF	State Traffic Fine (TC 542.4031)	1,182.88	25	0.00	0	0.00	0	1,182.88	25
2020TPF	Time Payment Fee CCP 102.030	99.87	8	0.00	0	0.00	0	99.87	8
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1
AB	Abstract	35.00	2	0.00	0	0.00	0	35.00	2
AC	Autopsy Copies	5.00	1	0.00	0	0.00	0	5.00	1
ADMIN	Administration Fee [CCP 102.072]	7.92	3	0.00	0	(2.00)	1	5.92	4
AFACC	Arrest Fee - Austin Community College	6.64	2	0.00	0	0.00	0	6.64	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	0.00	0	0.00	0	(5.00)	1	(5.00)	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	20.00	4	0.00	0	0.00	0	20.00	4
CB	Cash Bond	700.00	3	0.00	0	0.00	0	700.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	160.00	4	0.00	0	(40.00)	1	120.00	5
CCOP	Civil Copies	35.75	9	0.00	0	0.00	0	35.75	9
CERT	Certified Copy	11.00	4	0.00	0	0.00	0	11.00	4
CFINE	County Fine	8,166.40	58	0.00	0	(100.00)	1	8,066.40	59
CHS	Courthouse Security Fee (CCP 102.017)	12.00	4	0.00	0	(3.00)	1	9.00	5
CHSJC	JP Security Fee (CCP 102.017)	4.00	4	0.00	0	(1.00)	1	3.00	5
CONT1	Constable Service Fee Pct #1	18,140.00	178	0.00	0	(230.00)	3	17,910.00	181
DDF	Deferred Disposition Fee	865.00	7	0.00	0	0.00	0	865.00	7
EFF	Electronic Filing Fee	10.00	1	0.00	0	(10.00)	1	0.00	2
IDF	Indigent Defense Fee (LGC 133.107)	8.00	4	0.00	0	(2.00)	1	6.00	5
INQC	Inquest Copies	5.00	1	0.00	0	0.00	0	5.00	1

Payment Report - Fee Code Summary

Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
ISF	Indigent Legal Services Fee	6.00	1	0.00	0	(6.00)	1	0.00	2
JCF	Civil Filing Fee	0.00	0	0.00	0	(25.00)	1	(25.00)	1
JCTF	Judicial/Court Training Fee Due to State	5.00	1	0.00	0	(5.00)	1	0.00	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	16.00	4	0.00	0	(4.00)	1	12.00	5
JFR	Jury Reimbursement Fee (CCP 102.0045)	16.00	4	0.00	0	(4.00)	1	12.00	5
JTP	Juvenile Truancy Program (CCP 102.0174)	20.00	4	0.00	0	(5.00)	1	15.00	5
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	4.00	4	0.00	0	(1.00)	1	3.00	5
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	4.00	4	0.00	0	(1.00)	1	3.00	5
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	2.40	4	0.00	0	(0.60)	1	1.80	5
JUSFS	Judicial Support Fund - State (LGC 133.105)	21.60	4	0.00	0	(5.40)	1	16.20	5
MISCOP	Miscellaneous Copy Fees	10.25	7	0.00	0	0.00	0	10.25	7
MVF	Moving Violation Fee (CCP 102.022)	0.20	2	0.00	0	(0.10)	1	0.10	3
NOT1	Constable #1 Notice Fee	320.00	3	0.00	0	0.00	0	320.00	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,595.00	320	0.00	0	(10.00)	2	1,585.00	322
SB41JCSF	Justice Court Support Fund	7,975.00	320	0.00	0	(50.00)	2	7,925.00	322
SB41LAF	Language Access Fund - LGC 135.155	957.00	320	0.00	0	(6.00)	2	951.00	322
SB41SCF	State Consolidated Fee	1,050.00	51	0.00	0	(42.00)	2	1,008.00	53
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	59.50	2	0.00	0	0.00	0	59.50	2
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
TCC	Truancy Court Cost (HB2398)	100.00	2	0.00	0	0.00	0	100.00	2
TPC	Time Payment Fee - County	24.54	2	0.00	0	0.00	0	24.54	2
TPS	Time Payment Fee - State	24.54	2	0.00	0	0.00	0	24.54	2
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WARC1	Warrant Fee - Constable Pct. 1	200.00	4	0.00	0	(50.00)	1	150.00	5
WCSO	Williamson County Sheriff	100.00	2	0.00	0	0.00	0	100.00	2
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	165.00	33	0.00	0	0.00	0	165.00	33
WSF1	Constable #1 - Writ Service Fee	6,800.00	34	0.00	0	0.00	0	6,800.00	34

Payment Report - Fee Code Summary

Transaction Date: **01/01/2023 - 01/31/2023** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	53,521.10	1,669	0.00	0	(608.10)	31	52,913.00	1,700

Commissioners Court - Regular Session **10.**

Meeting Date: 03/21/2023

Justice of the Peace 3 FEBRUARY 2023 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, February 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February 2023 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/06/2023 02:38 PM
Form Started By: Mary Alcala		Started On: 03/06/2023 02:14 PM
Final Approval Date: 03/06/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of February, 2023.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

Evelyn McLean

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 16th **day of** March **2023, to certify which witness my hand and seal of office.**

Mary Alcala

NOTARY PUBLIC
in and for the State of Texas

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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	5,834.09
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	351.90
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	441.78
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	7,218.04
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,243.07
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	90,442.66
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.20
	0100 - General Fund Total:	**105,531.74**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	241.92
	0361 - JP Security Fund Total:	**241.92**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	302.47
	0367 - JP-3 Truancy Program Fund Total:	**302.47**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	241.98
	0372 - Justice Court Technology Fund Total:	**241.98**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	117.56
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,379.52
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	237.97
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	356.93
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	350.82
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	3.56
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	661.64
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	118.96
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	122.60
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	820.36
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,472.35
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	249.77
	0399 - State Agency Fund Total:	**6,892.04**
	Fee Totals for All Funds:	**113,210.15**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	195.82	53	0.00	0	0.00	0	195.82	53
AFLPD	Arrest Fee - Leander Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	96.61	22	0.00	0	0.00	0	96.61	22
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,379.52	76	0.00	0	0.00	0	2,379.52	76
CFINE	County Fine	90,442.66	738	0.00	0	0.00	0	90,442.66	738
CHS	Courthouse Security Fee (CCP 102.017)	181.43	77	0.00	0	0.00	0	181.43	77
CHSJC	JP Security Fee (CCP 102.017)	60.49	77	0.00	0	0.00	0	60.49	77
COLLFEE	Collection Agency Fee	5,834.09	86	0.00	0	0.00	0	5,834.09	86
DDF	Deferred Disposition Fee	7,099.00	61	0.00	0	0.00	0	7,099.00	61
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	9.90	1	0.00	0	0.00	0	9.90	1
FNTC1	Child Safety Seat Fine Trauma Center	122.60	2	0.00	0	0.00	0	122.60	2
IDF	Indigent Defense Fee (LGC 133.107)	118.96	76	0.00	0	0.00	0	118.96	76
JCTF	Justice Court Technology Fee (CCP 102.0173)	241.98	77	0.00	0	0.00	0	241.98	77
JFR	Jury Reimbursement Fee (CCP 102.0045)	237.97	76	0.00	0	0.00	0	237.97	76
JTP	Juvenile Truancy Program (CCP 102.0174)	302.47	77	0.00	0	0.00	0	302.47	77
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	58.78	74	0.00	0	0.00	0	58.78	74
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	58.78	74	0.00	0	0.00	0	58.78	74
JUSFC	Judicial Support Fund - County (LGC 133.105)	35.72	76	0.00	0	0.00	0	35.72	76
JUSFS	Judicial Support Fund - State (LGC 133.105)	321.21	76	0.00	0	0.00	0	321.21	76
LT10	Overpayments < $10	0.20	1	0.00	0	0.00	0	0.20	1
MVF	Moving Violation Fee (CCP 102.022)	3.56	45	0.00	0	0.00	0	3.56	45
OMNI	OMNI Fee	164.14	34	0.00	0	0.00	0	164.14	34
OMNIC	OMNI Fee - County	109.38	34	0.00	0	0.00	0	109.38	34
OMNIS	OMNI Fee - State	546.84	34	0.00	0	0.00	0	546.84	34
SFC3	Service/Arrest Fee - Const. 3	87.45	19	0.00	0	0.00	0	87.45	19
SFMCWV	State Fine - Motor Carrier Weight Violation	1,472.35	9	0.00	0	0.00	0	1,472.35	9
SFOC	Service Fee - Out of County	25.00	4	0.00	0	0.00	0	25.00	4
STF	State Traffic Fee (TC 542.4031)	661.64	30	0.00	0	0.00	0	661.64	30
TPC	Time Payment Fee - County	59.16	8	0.00	0	0.00	0	59.16	8

Payment Report - Fee Code Summary

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
TPS	Time Payment Fee - State	190.61	22	0.00	0	0.00	0	190.61	22
TPWF	Texas P&W Fine	351.90	5	0.00	0	0.00	0	351.90	5
UFA	Uniform Traffic Act (TC 542.403)	79.14	35	0.00	0	0.00	0	79.14	35
WARC3	Warrant Fee - Constable Pct. 3	1,155.62	28	0.00	0	0.00	0	1,155.62	28
WCSO	Williamson County Sheriff	345.17	7	0.00	0	0.00	0	345.17	7
WFDPS	Warrant Fee - DPS	150.00	3	0.00	0	0.00	0	150.00	3

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	113,210.15	2,119	0.00	0	0.00	0	113,210.15	2,119

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	164.50
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	6,440.00
	0100 - General Fund Total:	**6,604.50**
	Fee Totals for All Funds:	**6,604.50**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	9.25	8	0.00	0	0.00	0	9.25	8
CERT	Certified Copy	20.25	4	0.00	0	0.00	0	20.25	4
CONT3	Constable Service Fee Pct #3	3,840.00	38	0.00	0	0.00	0	3,840.00	38
TRANS	Transcript	60.00	6	0.00	0	0.00	0	60.00	6
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	65.00	15	0.00	0	0.00	0	65.00	15
WSF3	Constable #3 - Writ Service Fee	2,600.00	15	0.00	0	0.00	0	2,600.00	15
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		6,604.50	88	0.00	0	0.00	0	6,604.50	88

Commissioners Court - Regular Session **11.**

Meeting Date: 03/21/2023

Justice of the Peace 4 February 2023 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM FEB 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/10/2023 11:18 AM
Form Started By: Veronica Bolander		Started On: 03/09/2023 11:07 AM
Final Approval Date: 03/10/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of February 2023.

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 8th day of March 2023, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
VERONICA BOLANDER
My Notary ID # 2676312
Expires October 29, 2023

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**58,989.97**	**58,989.97**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**58,989.97**	**58,989.97**
Tender Method Summary			
Tender Types	Cash	5,637.00	5,637.00
	Certified Payments Credit Card	40,295.22	40,295.22
	Check	2,689.00	2,689.00
	E-File Credit Card	8,887.75	8,887.75
	Money Order	1,481.00	1,481.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	1,050.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	703.65
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	181.90
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	80.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	6,629.18
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	6,040.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	236.78
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	179.28
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	22,845.68
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	618.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	2,430.63
	0100 - General Fund Total:	**40,995.10**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	14.48
	0361 - JP Security Fund Total:	**14.48**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	100.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	18.10
	0369 - JP-4 Truancy Program Fund Total:	**118.10**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,030.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,030.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	14.48
	0372 - Justice Court Technology Fund Total:	**14.48**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	7.24
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	144.86
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	10,702.21
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	378.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	14.48
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	21.72
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	288.57
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.16
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,840.79
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	7.24
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	250.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	107.54
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
	0399 - State Agency Fund Total:	**16,817.81**
	Fee Totals for All Funds:	**58,989.97**

Payment Report - Fee Code Summary

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	36.78	8	0.00	0	0.00	0	36.78	8
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	278.57	64	0.00	0	0.00	0	278.57	64
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	542.72	114	0.00	0	0.00	0	542.72	114
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	10,702.21	187	0.00	0	0.00	0	10,702.21	187
2020CDF	Compliance Dismissal Fine	120.00	12	0.00	0	0.00	0	120.00	12
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	320.00	32	0.00	0	0.00	0	320.00	32
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,430.63	188	0.00	0	0.00	0	2,430.63	188
2020LTF	Local Traffic Fine (TC 542.403)	288.60	102	0.00	0	0.00	0	288.60	102
2020STF	State Traffic Fine (TC 542.4031)	4,809.75	102	0.00	0	0.00	0	4,809.75	102
2020TPF	Time Payment Fee CCP 102.030	179.28	14	0.00	0	0.00	0	179.28	14
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	8.10	2	0.00	0	0.00	0	8.10	2
CB	Cash Bond	1,050.00	4	0.00	0	0.00	0	1,050.00	4
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	144.86	4	0.00	0	0.00	0	144.86	4
CCOP	Civil Copies	30.00	6	0.00	0	0.00	0	30.00	6
CFINE	County Fine	22,845.68	148	0.00	0	0.00	0	22,845.68	148
CHS	Courthouse Security Fee (CCP 102.017)	10.86	4	0.00	0	0.00	0	10.86	4
CHSJC	JP Security Fee (CCP 102.017)	3.62	4	0.00	0	0.00	0	3.62	4
CJS	Criminal Judicial Support Fee (LGC 103.105)	21.72	4	0.00	0	0.00	0	21.72	4
COLLFEE	Collection Agency Fee	703.65	13	0.00	0	0.00	0	703.65	13
CONT4	Constable Service Fee Pct #4	3,440.00	36	0.00	0	0.00	0	3,440.00	36
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
DDF	Deferred Disposition Fee	26.00	2	0.00	0	0.00	0	26.00	2
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	9.90	1	0.00	0	0.00	0	9.90	1
FNTC1	Child Safety Seat Fine Trauma Center	250.00	2	0.00	0	0.00	0	250.00	2
IDF	Indigent Defense Fee (LGC 133.107)	7.24	4	0.00	0	0.00	0	7.24	4
JCTF	Justice Court Technology Fee (CCP 102.0173)	14.48	4	0.00	0	0.00	0	14.48	4

Payment Report - Fee Code Summary

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
JFR	Jury Reimbursement Fee (CCP 102.0045)	14.48	4	0.00	0	0.00	0	14.48	4
JTP	Juvenile Truancy Program (CCP 102.0174)	18.10	4	0.00	0	0.00	0	18.10	4
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
MVF	Moving Violation Fee (CCP 102.022)	0.16	2	0.00	0	0.00	0	0.16	2
OPAY	Over Payments > $10	30.00	1	0.00	0	0.00	0	30.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,030.00	206	0.00	0	0.00	0	1,030.00	206
SB41JCSF	Justice Court Support Fund	5,150.00	206	0.00	0	0.00	0	5,150.00	206
SB41LAF	Language Access Fund - LGC 135.155	618.00	206	0.00	0	0.00	0	618.00	206
SB41SCF	State Consolidated Fee	378.00	18	0.00	0	0.00	0	378.00	18
SCH	School District Fine	50.00	1	0.00	0	0.00	0	50.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	107.54	1	0.00	0	0.00	0	107.54	1
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
STFS	State Traffic Fine Due To State (HB2048)	31.04	1	0.00	0	0.00	0	31.04	1
TCC	Truancy Court Cost (HB2398)	100.00	2	0.00	0	0.00	0	100.00	2
TFC	Traffic	4.86	2	0.00	0	0.00	0	4.86	2
TP	Time Payment Fee	25.00	1	0.00	0	0.00	0	25.00	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	7.24	4	0.00	0	0.00	0	7.24	4
TPWF	Texas P&W Fine	181.90	3	0.00	0	0.00	0	181.90	3
WARC4	Warrant Fee - Constable Pct. 4	200.00	3	0.00	0	0.00	0	200.00	3
WPOSS	Writ of Possession	60.00	12	0.00	0	0.00	0	60.00	12
WSF4	Constable #4 - Writ Service Fee	2,600.00	13	0.00	0	0.00	0	2,600.00	13
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		58,989.97	1,758	0.00	0	0.00	0	58,989.97	1,758

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 2/01/2023-2/28/2023

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$2,430.63	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$850.72		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$868.08		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$694.47		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$17.36		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$2,430.63	$2,430.63			100.000000%
Collected	$2,430.63				

Commissioners Court - Regular Session **12.**

Meeting Date: 03/21/2023

County Investment Academy CE Hours for 2022

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on noting in the minutes the County Clerk's CE hours from the County Investment Academy created by Texas Association of Counties.

Background

Fifteen hours per year are needed of continuing education to keep the status of membership in the County Investment Academy (formerly known as County Investment Officer). Texas Association of Counties organized and continues the education program for elected officials who invest money as part of the duties of their job for the county they reside in or the registry of the court per judges' orders.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 certificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/08/2023 09:05 AM
Form Started By: Nancy Rister		Started On: 03/07/2023 09:58 AM
Final Approval Date: 03/08/2023		

Emmett & Miriam McCoy College of Business Administration

TEXAS ASSOCIATION OF COUNTIES

2022 Certificate of Membership

County Investment Academy

Hon. Nancy E. Rister

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

Williamson County

Issued by the Texas Association of Counties the thirty-first day of December, 2022

Nathan Cradduck

Mr. Nathan Cradduck, President

Susan M Redford

Ms. Susan Redford, Executive Director

Commissioners Court - Regular Session **13.**

Meeting Date: 03/21/2023

Approval of revised Procurement Card Manual

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving revisions to the Procurement (P-Card) Manual.

Background

Current verbiage was improved to include strong language to prohibit IT purchases on P-cards and a link to the new Amazon Business Policy. For questions on the new process contact Joy Simonton or Kerstin Hancock in the Purchasing Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

P-Card Manual rev 2023

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 08:00 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:00 PM
Form Started By: Kerstin Hancock		Started On: 03/14/2023 09:21 PM
Final Approval Date: 03/16/2023		

PROCUREMENT CARD PROGRAM POLICY AND USER MANUAL

Administered by:
Purchasing Department

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INTRODUCTION

Welcome to the JPMorgan Chase Bank Procurement Card Program. This program is designed to help better manage low-dollar purchases and brings many benefits to Williamson County and our suppliers.

The success of the Procurement Card Program and its continuing use depends on your participation and cooperation. Please be sure to read and follow the program guidelines as specified within this manual.

PURPOSE



The purpose of Procurement Card Program rules and procedures is to accomplish the following:

- ✓ Reduce the cost of high volume, low dollar transactions. This program also helps reduce the use of check requests, and small dollar purchase orders.

- ✓ Provide an efficient method of purchasing and paying for commodities and services not exceeding an approved single purchase limit. **The Procurement Card shall ONLY be used for County business related purchases.**

- ✓ Reduce travel time and paperwork involving purchases.

- ✓ Develop reasonable and enforceable rules, procedures, and audit controls. The program is NOT intended to avoid or bypass appropriate purchasing or payment procedures, but to complement the existing processes.

- ✓ Enable the purchase of non-restricted commodities, by telephone, on the internet, or in person, directly from approved suppliers. **The card is intended to be used for:**

    - **Emergency and Small Dollar purchases** (any purchases under $5,000 not requiring approval of County Judge and as approved by the department head or elected Official)
    - **Registration fees**
    - **Business travel**
    - **Training**

- ✓ Increase the number of suppliers immediately accessible to Williamson County.

- ✓ Improve management reporting on low dollar transactions.

- ✓ Provide for disciplinary action if the Procurement Card is misused.

- ✓ Provide training on an ongoing basis for the use, reporting, and market updates of the Procurement Card.

- ✓ Ensure Williamson County bears no legal liability for inappropriate use of the Procurement Card.

In addition to the procurement cards issued in the cardholder's name, the County also allows Department Cards to be issued in a Department's name. The purpose of the Williamson County Purchasing Department Card is to provide a tool for departments to utilize the benefits of a procurement card while keeping the number of cards in the department to a minimum. Rather than assigning a procurement card to specific employees, the Department Card is issued in the name of the department responsible. One person, generally the department coordinator, is responsible for tracking all transactions on a department card log and obtaining all receipts and documentation from the employees using the card to submit them with the statement for payment. The department coordinator, who signs the cardholder agreement at the time the card is issued, is responsible for informing employees about all rules and procedures as set forth in the procurement card manual prior to entrusting them with the card. Each individual employee entrusted with the department card is responsible for tracking all receipts for the transactions made by them and providing said receipts and any additional supporting documentation required to the Department Coordinator. Failure to follow procedures as set forth in the procurement card manual may lead to disciplinary actions of the trustee. This card will reside under the responsibility of the Department Coordinator or designated person:



THE PROCUREMENT CARD PROGRAM BRINGS MANY BENEFITS TO…

Cardholders - Ability to register for training/seminars, obtain supplies directly from your suppliers without using a purchase order. This streamlines the procurement process and can help improve turnaround time on receipt of order. It significantly reduces the workload and processing costs related to the purchase and payment of supplies.

Williamson County - Provides a cost-efficient, alternative method for procurement of low-dollar supplies. Built-in card features make the program easy to control and manage and reduces processing costs at all levels by reducing the number of requisitions, purchase orders, invoices, and checks. The Procurement Card enables all departments to focus on higher value-added activities.

Suppliers - The Procurement Card is welcomed by suppliers who accept MASTERCARD. When they accept the card for business purchases, suppliers need not send invoices to Williamson County, and they will receive payment directly from JPMorgan Chase Bank within 48 hours. Example: Williamson County Amazon Business account for office supplies, furniture etc. Amazon Business Account policy can be found here: Purchasing Portal - Amazon Business Account Policy (sharepoint.com)

SUMMARY OF PROGRAM

Williamson County, Texas has contracted with JPMorgan Chase Bank for a Procurement Card Program. All cards are issued at the request of the department. Card usage is monitored, and cards may be suspended or rescinded at any time.

Cardholder is responsible for reading all instructions, rules, and procedures carefully. The signature on the Cardholder Agreement indicates understanding the intent of the program and agrees to adhere to the established rules and procedures. The Program Administrator will issue the Procurement Card after receipt of the signed agreement provided. The cardholder may begin using the card immediately and will be required to attend training provided by Purchasing before receiving the card.

Record keeping is essential to ensure the success of the program. Standard payment policies require retention of receipts and other documentation. **As with any card, the cardholder must retain sales slips, cash register receipts, invoices, order forms and receiving documents.**

Individual transactions, including shipping and handling, may not exceed the approved single purchase limit. Each Procurement Card has also been assigned a monthly total dollar limit, a single daily transaction limit, and a Merchant Category Code (MCC) Buying Group which will include or exclude designated merchant types specifically customized for each cardholder according to buying requirements needed by their department.

Purchases must be for the use and benefit of Williamson County. NO PERSONAL PURCHASES ARE ALLOWED. In the event inadvertent, incidental personal charges appear on a County Procurement Card due to travel, the expense must be reimbursed to the County immediately. Refer to Williamson County Travel Policy as reflected in the Williamson County Employee Policy Manual for detailed instructions regarding reimbursement of such expenses.

Because Procurement Card purchases cannot be reviewed and vetted by the IT Department, and to align with the IT Department security policies and guidelines it is **expressly prohibited to purchase any IT related goods and services**. Any such purchases shall route through the Origination, Oracle Requisition and Purchase Order process. These types of purchases include but are not limited to smart TVs, tablets, mini-computers, network devices and software subscriptions.
Office supplies and furniture may be ordered through the Williamson County Amazon Business account (purchases via personal Amazon account are not allowed) with the Procurement Card. Cardholders must ensure they follow the Amazon Business Account policy which is located here: **Purchasing Portal - Amazon Business Account Policy (sharepoint.com)**
Suppliers are usually paid by JPMorgan Chase Bank within three (3) business days of the transaction. **Please indicate to suppliers that they must not invoice Williamson County because it might result in a duplicate payment. REMIND SUPPLIERS OF WILLIAMSON COUNTY TAX EXEMPT STATUS before making the purchase**. The cardholder may provide the supplier with a copy of the Texas Sales and Use Tax Exemption Certification that has the Williamson County Tax ID number listed. Cardholders are responsible for the security of the Procurement Card and the transactions made against it. The card is issued in the Cardholder's personal name and under the corporate name of Williamson County.

The Procurement Card is a county asset and is required to be tracked in Service Now. It is also a form of payment and therefore subject to the guidelines set by Law, and other County purchasing policies and requirements.

- ✓ **Payments using a Procurement Card are to be made at time of purchase and NOT after receipt of products and/or services. If an invoice arrives after the product/services have already been received, then the invoice must be sent to the County Judge for approval and then the invoice will be forwarded to Accounts Payable for payment.**

- ✓ **Procurement Cards cannot be used for purchases where any County commodity has already reached the $50,000 fiscal year purchase limit through a combination of Purchase Orders AND Procurement Card purchases.**

- ✓ **Any County commodity over the $50,000 fiscal year limit must be competitively bid or found on a Purchasing Co-op or inter local agreement where a competitive bid has already taken place.** Please contact the Program Administrator with any questions before the purchase is made.

DIFFERENCES BETWEEN THE PROCUREMENT CARD & A PERSONAL CREDIT CARD



The Procurement Card is used like a personal credit card but for county business transactions. However, as for the County Procurement Card, there are differences to be aware of:

- ✓ The County departments are responsible for all charges made on the Procurement Card. Unlike personal credit cards, which have limited liability if lost or stolen, unless the proper procedures in reporting lost or stolen cards are followed, **the County may be liable for all purchases made with a Procurement Card.**

- ✓ **There is no personal liability on the card unless the cardholder violates the terms of the card use** set forth herein or as specified in the Cardholder's Agreement.

- ✓ The transactions charged to a cardholder Procurement Card are billed directly to Williamson County by JPMorgan Chase Bank, even though the name of the cardholder is on the card.



PROCUREMENT CARD RESPONSIBILITY SUMMARY

General Responsibilities

The following are general guidelines applying to any County Employee or Official handling the County Procurement Card or associated data:

- ✓ **The Procurement Card must be treated with extra care because it is a Williamson County Asset and the Cardholder or anyone who is part of the procurement card process is responsible for its security. The Procurement card, the associated card number and the expense report must be kept in a secure location.**

- ✓ **Only the employee whose name is embossed on the card may use the Procurement Card.** No other individual is authorized to use the card or the card account number.

- ✓ **ALL PERSONAL CHARGES TO THE COUNTY PROCUREMENT CARD MUST BE AVOIDED. If personal transactions have been found, the Cardholder's Department Head must be informed.** Personal items are defined as anything that is not purchased for use and ownership by the County. It is a violation of this policy to use the Procurement Card for any personal purchase or personal transaction. Should this policy be violated, the transaction may be investigated, the Procurement Card may be removed from the violator, and the action could result in permanent revocation of the card, termination of employment, and possible criminal prosecution. **In the event inadvertent, incidental personal charges appear on a County Procurement Card due to travel, the expense must be reimbursed to the County immediately. The Williamson County Travel Policy as reflected in the Williamson County Employee Policy Manual located on the Human Resources SharePoint site includes detailed instructions regarding reimbursement of such expenses.**

- ✓ No cash advances, cash refunds - defined as cash, cash in addition to purchase, and cash in lieu of credit for the return or exchange of a purchase. Violation of this policy shall result in revocation of the Procurement Card from the user with investigation that could result in termination and/or criminal prosecution.

- ✓ Any product or service normally considered to be an inappropriate use of County funds must not be purchased.

- ✓ **NO Sales Tax can be charged to a County Procurement Card. In any case where sales tax has been incorrectly charged, credit needs to immediately be obtained from the vendor, or it must be reimbursed to the County by the Cardholder.**

- ✓ **Split purchases on a Procurement Card to avoid the existing procurement process (i.e. multiple transactions to the same vendor on the same day when the combined total of the orders exceed the Procurement Card transaction limit) are against State Law and County Procurement Card Policy.** Multiple items may be purchased, but the invoice cannot exceed the cardholder's single purchase limit. **Deliberately splitting a purchase to circumvent these procedures may result in suspension or revocation of the Procurement Card.**

- ✓ **Monthly Expense Reports must be processed timely**

- ✓ Expense Reports are monthly billing statements that are downloaded from the JPMorgan Chase website, by the Department Coordinator. **An annual schedule providing all monthly dates on which Expense Reports must be downloaded, printed, and reconciled.** The schedule can be found on the Purchasing Portal SharePoint site in the *Procurement Card* section under *Forms and Tools.* **It is highly recommended that this schedulebe entered into the Department Coordinator's Outlook Calendar to provide monthly reminders of these key dates.**

✓ Unauthorized or fraudulent transactions charged to the County must be immediately reported to the Procurement Card Administrator and the Cardholder's Department Head.

✓ Procurement Card training required by the Purchasing Department must be attended for new and renewal cards.

✓ Each county employee and official must comply with all Purchasing Laws, Procurement Card policies and procedures, and Williamson County Employee policies and procedures.

✓ Lost or stolen cards must be reported to JPMorgan Chase Bank immediately by calling 1-800-890-0669 and contacting Program Administrator (Purchasing) immediately:

- Kim Chappius: 512-943-1478
- Andy Portillo: 512-943-3860

- ⬭ Lost or stolen cards must also be reported by selecting the Lost/Stolen option on the **Purchasing Card Request form in Service Now.** Disabling the card in Service Now is incorrect and would prompt having to request a brand-new card in Service Now with a new application that is set up for first time cardholders only.

Cardholder

An employee of Williamson County who is approved by his/her Department Head to use the Procurement Card to execute purchase transactions on behalf of Williamson County.

✓ Makes certain accounts to be charged have sufficient funds to cover the charges.

✓ Orders/receives materials and services.

✓ Obtains three (3) quotes for purchases exceeding $4,999.

✓ Obtains County Judge's approval for purchases exceeding $4,999.

✓ Makes certain sales tax is **NOT** charged or that is credited back, if it occurs.

✓ Reports fixed assets $500 and greater to the Auditor's Office.

✓ Reviews card activity frequently.

✓ Retains all Procurement Card receipts, cash register receipts, packing slips, etc. for monthly statement reconciliation **or** provides signed affidavit with the purpose of the transaction and reason why a receipt could not be obtained.

✓ Secures a safe place to organize and keep all receipts.

✓ Informs Department Coordinator of location where receipts are kept.

✓ **TIP:** When making a purchase via the internet, the supplier will provide a confirmation or email with details of the order. If not provided by the supplier via email or fax, the confirmation of the purchase can be screen printed and used as a receipt.

✓ Reports unrecognized transactions to JPMorgan Chase and the Program Administrator immediately.

✓ Handles disputed items by calling the supplier immediately to receive a credit back to the Procurement Card.

✓ Calls the 800 number on back of Procurement Card when having problems using the card or the transaction is denied.

Procurement card pick-up for a new card or replacement card:

✓ After a card has been issued by JPMorgan Chase it will be sent to the Purchasing Department. The cardholder will be notified by email and asked to attend a 5 to 10-minute orientation. If the cardholder fails to pick up the card within two weeks following the notification email, a second reminder will be sent out. **The card will be destroyed, and the card account will be canceled if the card has not been obtained within 30 days of the second reminder.**

✓ The Procurement Card expires after three years. Approximately one month before the expiration of the card JPMorgan Chase will automatically send a new card to the Purchasing Department. The card holder will be notified by email and will have to **return the old card to the Purchasing Department before the new card can be issued.** If the cardholder fails to pick up the card within two weeks following the notification email, a second reminder will be sent out. **The card will be destroyed, and the card account will be canceled if the card has not been obtained within 30 days of the second reminder.**

Cardholder infractions are a serious issue and may result in disciplinary action including:

- Retraining
- Reduction of credit limits
- Suspension of account
- **Theft, fraud, or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of**

❖ *Suspended or cancelled Procurement Cards must be returned to Purchasing within 24 hours after receiving a notice.*



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Department Coordinator

An employee in each department designated by the Department Head to be responsible for reviewing transactions of individual Cardholders to make sure the transactions are legitimate business expenses and are classified appropriately. The Department Coordinator:

- ✓ Ensures that all receipts or invoices documenting the detail of items purchased are attached to the Expense Report.
- ✓ Ensures that all original receipts are reviewed on each transaction and charged to the appropriate account codes.
- ✓ Determines that amounts are reasonable for items purchased.
- ✓ Ensures that errors and disputes from the prior month have been corrected and included on the monthly Expense Report.

  NOTE: If a cardholder has a receipt, invoice or credit that does not appear on the monthly Expense Report, the receipt must be held until the next monthly Expense Reporting period to allow for the transaction to appear due to the fact that the supplier may process the transaction several days after the actual purchase. The Purchasing Program Administrator must be notified if the charge is not recorded on the following month for proper investigation by the Bank.
- ✓ Verifies appropriateness of account codes.
- ✓ **Verifies w that the Expense Report is completed with all receipts, signed with a department approved signature and delivered to the Accounts Payable Division of the Auditor's Office within 5 days from the date that Expense Reports are available to be printed.**
- ✓ Handles disputed items that cardholder is unable to resolve.
- ✓ Informs department cardholders of any changes or updates to the Procurement Card User Manual, or other communications from the Program Administrator.
- ✓ Annually reviews all cardholder accounts to determine if card limits are appropriate and if any other changes are needed.
- ✓ Participates in Procurement Card department audits as administered by the Auditor's Office.
- ✓ Monitors declined authorizations for signs of merchant fraud.
- ✓ Monitors disputed transactions.

✓ Monitors credit limits based on spending needs.

✓ Monitors trailing activity on closed accounts.

✓ Notifies the Program Administrators/Purchasing of lost or stolen cards:

- Kim Chappius: 512-943-1478
- Andy Portillo: 512-943-3860



PROCUREMENT CARD RESPONSIBILITY

Department Head/Designated Manager

The Department Head or their designated Manager is responsible for approving Procurement Card applications for their employees, assigning a Department Coordinator, and submitting applications to the Procurement Card Program Administrator. The Department Head or designated Manager's approval delegates transaction authority to the Cardholder.

✓ Requests Procurement Cards for designated employees that are permanent employees of Williamson County as verified by the County's Human Resources Department and generates appropriate request to the Procurement Card Program Administrator utilizing the **Purchasing Card Request** located in the **Employee Asset Management Section** in **Service Now.** The Service Now Request includes a link to the **Purchasing Card Application** which needs to be completed by the Department Head or designated Manager. Once the Application is completed and approved by the Procurement Card Program Administrator the card order is placed with JP Morgan Chase.

✓ Recommends Departmental spending limits, make any subsequent changes in spending limits and all information needed within established guidelines. **Limit changes must also be requested through the Purchasing Card Request form in Service Now.**

✓ **Cancels all Procurement Cards of terminated or transferred employees:**

- **Requests cancellation of card in the Purchasing Card Request Form in Service Now before Termination is entered.**
- **Returns card to the Program Administrator for immediate cancellation.**

✓ Reviews or delegates review of each cardholder's monthly transactions charged to appropriate account code.

✓ Signs Cardholder's Expense Report and forwards to Department Coordinator.

✓ Advises the Program Administrator by email when a cardholder is transferring to a new department. Procurement Cards will be cancelled upon the transfer of a cardholder to a new department and a new card may be issued at the discretion of the new department by submitting a Purchasing Card Request in Service now for a new card. Follow request to cancel procedures as shown above.



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Accounts Payable (Auditor's Office)

The Accounts Payable Department audits and verifies monthly Procurement Card transactions for appropriate usage and pays the County Procurement Card bill. Accounts Payable also communicates closely with the Procurement Card Administrator about cardholder infractions and issues.

- ✓ Receives monthly billing statement from JPMorgan Chase Bank.
- ✓ Receives monthly Expense Reports with attached receipts from all Cardholders.
- ✓ Notifies the Program Administrator of any discrepancies or concerns from JPMorgan Chase Bank or Cardholders.
- ✓ Processes monthly payment to JPMorgan Chase Bank **by invoice due date.**
- ✓ Notifies Purchasing Director and Procurement Card Administrator of any late payments to JPMorgan Chase Bank.
- ✓ Notifies Purchasing Director and Procurement Card Administrator of all rebate funds received from JPMorgan Chase Bank.
- ✓ Monitors / audits all Procurement Card transactions each month to include the following:
  - Sales tax included on purchases.
  - Detailed invoices or receipts are not included for each purchase.
  - Back-up documentation lacking or not included.
  - Personal purchases made on the County Procurement Card.
- ✓ Provides written documentation with a recommendation to the Program Administrator of any Cardholder infractions, suspensions, or cancellations to be implemented.

JPMorgan Chase Bank

JPMorgan Chase Bank is the issuer of the Williamson County Procurement Card Program. Their responsibilities will include all activities related to the underwriting, promotion, and issuance and servicing of the card:

- ✓ JPMorgan Chase Bank utilizes Smart Data Online web-based reporting system for posting all transactions to the County's Procurement Card account and includes all cardholder accounts for review.
- ✓ JPMorgan Chase Bank processes reported lost, stolen, canceled or reassigned cards as reported to them by the Program Administrator for Williamson County. The Bank will assist in processing errors and disputes with suppliers as necessary.

JPMorgan Chase Bank Customer Service: 1-800-890-0669



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Program Administrator (Purchasing Department)

The Program Administrator serves as the primary contact for the Williamson County Procurement Card Program. The Program Administrator acts as the intermediary for establishing and maintaining all management reports, procedures, training, card maintenance and monitors the overall performance of the Program.

- ✓ Coordinates the Procurement Card Program procedures and maintains Procurement Card Program User Manual.
- ✓ Processes properly authorized card requests, card changes, card limits and card cancellations, as approved by Department Heads.
- ✓ Assigns merchant codes to particular card types and groups and blocks merchant category codes when appropriate.
- ✓ Administers Procurement Card training programs for all county departments and stakeholders.
- ✓ Administers web based Smart Data Online (SDOL) applications internally and externally.
- ✓ Evaluates Procurement Card feedback from suppliers and departments.
- ✓ Reports non-received cards to JPMorgan Chase immediately.
- ✓ Alerts all cardholders immediately, if merchant fraud is detected or suspected.
- ✓ Works with Accounts Payable on any Cardholder infractions, suspensions, or cancellations to be implemented.
- ✓ Reports employee fraud to Department Head, Human Resources, and proper law enforcement.
- ✓ Coordinates and maintains internal controls.
- ✓ Assists in resolving billing disputes.
- ✓ Participates in ongoing program reviews, upgrades, and corporate level training offered.
- ✓ Attends industry driven seminars and conferences to stay current with market trends.
- ✓ Tracks monthly Procurement Card spend, trends and issues.
- ✓ Tracks monthly Procurement Card rebate and ensures timely receipt from the bank.

PROCUREMENT CARD ESSENTIALS

REQUESTING A PROCUREMENT CARD



Department Head:
Authorizes permanent employees of Williamson County to purchase goods, materials and services on behalf of the County. Only the Department Head can authorize this responsibility.

- ✓ **All card requests must be entered into Service Now by Department Head or designated manager.** The Department Head or designated manager will recommend the dollar amount for limits that will be authorized to purchase by the cardholder and sign the application. The Procurement Card Request Form in Service Now must be utilized for this request. The Purchasing Program Administrator will place the order with JP Morgan Chase and notify cardholder when card arrives. The Procurement Card Request Form must be utilized for new cards, changes, and cancellations.

Applicant:

- ✓ Completes the application for a Procurement Card. Upon receipt of the card from the bank, the cardholder will sign the cardholder agreement and be scheduled for training.
- ✓ Form can be located on the Purchasing Portal SharePoint site in the *Procurement Card* section under *Forms and Tools.*

EXCLUSIONS BY MERCHANT CATEGORY CODE (MCC)



MCC is a numeric 4-digit code MasterCard assigns to each supplier to identify the supplier's primary product or service. **Specific MCC's are excluded or included according to use on all Williamson County Procurement Cards. These exclusions or inclusions will cause a transaction to be declined at suppliers registered with these codes, i.e. (1) access to cash such as banks, ATM's, casinos and lotteries; (2) personal service providers such as barbers and beauty studios, health spas, and carpet cleaners; and (3) amusement and entertainment suppliers, such as theaters, bowling alleys and arcades. NOTE:** If a supplier accepts MasterCard but the transaction is rejected, and the belief is that the purchase should be allowed, call the Program Administrator to determine the

cause. Some suppliers have codes that do not necessarily make sense, e.g. plumbing parts and supply wholesale/retail supplier may register as a “contractor”.

RETURNS, CREDITS & REJECTED MERCHANDISE

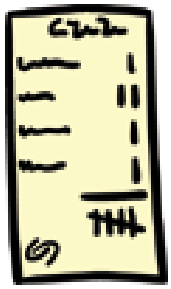


The cardholder is responsible for making all arrangements associated with Procurement Card returns. Cardholders are expected to follow up until the appropriate credit is issued against their Procurement Card.

To arrange a return cardholder:

- ✓ Notifies supplier of items to be returned. (Many suppliers will not accept returns without prior return authorization).
- ✓ Asks the supplier to credit the Procurement Card for the return**.**
- ✓ **Should under no circumstances accept cash or store credit in lieu of a credit to the Procurement Card account.**
- ✓ Follows supplier’s packaging and labeling instructions.
- ✓ Completes appropriate documentation of shipment.

RECEIVING MATERIALS



✓ Every purchase must be documented with a receipt which will typically be a standard store receipt.

✓ If the purchase is shipped, an invoice must be requested (marked paid) in addition to the packing slip in order to have an adequate receipt that includes total costs. Under certain circumstances, such as magazine subscriptions, membership applications and conference registrations, copies of the order forms will be acceptable as receipts. If ordering on the internet, a copy of the final bill can be printed before leaving the website. This can serve as the receipt.

✓ The charge slip should be attached to the receipt for each transaction. All receipts must be kept for use in reconciliation of Expense Reports.

TAX EXEMPT INFORMATION



Purchases made with the Procurement Card are Sales Tax Exempt.

- ✓ The county Sales Tax Exemption Form can be located on the Purchasing Portal SharePoint site, in the *Forms and Tools* section under Sales Tax. It can be downloaded and either emailed or faxed to any requesting supplier.

- ✓ Cardholders must inform suppliers that the County is tax exempt before any order is purchased or processes.

- ✓ The County is **not tax exempt from hotel and airline excise taxes**, these taxes **ONLY** are permitted for purchases using the procurement card.

- ✓ Users must be careful not to make purchases on the Web from Texas based suppliers that will not honor the tax exemption. **Users should contact the online supplier to make certain that tax will not be charged before the purchase is made.**

- ✓ **The County will require the user to obtain a reversal or credit back to the Procurement Card for errors in charging tax on any and all purchases using the Procurement Card. A receipt for the credit issued to the Procurement Card is required for reporting.**

- ✓ **Under no circumstances will cardholder accept cash or store credit in lieu of a credit to the Procurement Card account.**

- ✓ Some suppliers may require that sales tax exempt purchases be processed at their customer service desks. **Before leaving the store cardholders should review the receipt to verify they have been changed the correct prices and that sales tax was not charged. If the receipt is not correct, the cardholder is responsible for immediately correcting the transaction including the recovery of overcharges and incorrectly charged sales tax.**

FREQUENTLY ASKED QUESTIONS



Q: Can I send someone in my place to pick up my new or replacement Procurement Card?

A: No. All cards must be picked up by the Cardholder for whom the card was requested. Forms must be signed, and instructions given to the Cardholder at the time the card is picked up.

Q: I have requested a new card. What do I do with the old card?

A: The old card must be turned in to the Program Administrator at the time the new card is picked up.

Q: How can I check the balance of my card to ensure I am not over the monthly spending limits?

A: Call the phone number on the back of the card for customer service and they can provide you with your available balance. If you have additional issues or problems, please contact the Program Administrator.

Q: My card is about to expire. What happens and when?

A: The card is good until the end of the month in which it expires. A new card will automatically be sent to the Program Administrator, and you will be notified when the card arrives so that you can pick it up and sign any needed documents.

Q: How do I report a lost or stolen card?

A: IMMEDIATELY REPORT LOST OR STOLEN CARDS:

✓ ***Call JPMorgan Chase Bank at 1-800-890-0669 to report a lost or stolen card.***

✓ Record the name of the person at JPMorgan Chase Bank that took the call of the reported lost or stolen card.

✓ Notify the Program Administrators/Purchasing:

- Kim Chappius: 512-943-1478
- Andy Portillo: 512-943-3860

✓ **Do not request or accept a new replacement card directly from JPMorgan Chase Bank.**

✓ Purchasing will request a new card if applicable and follow up with distribution of the new card.

✓ A new Cardholder agreement must be signed in order to receive a new card.

Q: How do I make changes to my information or card limits?

A: Your Department Coordinator and/or Department Head must advise the Program Administrator by submitting a completed Procurement Card Request Form in Service Now of any name and/or limit changes of cardholders. The Program Administrator will make the appropriate changes to the cardholder's account.

Q: How do I use the card to place an order?

A: You should be prepared to provide name, card number, and expiration date when placing an order. Cardholders are not provided with PIN numbers. **Be sure to inform the supplier that the County is tax-exempt before the order is processed. All receipts must be checked before leaving the supplier's place of business to ensure tax has not been added to the purchase**. Ask the supplier to provide a detailed receipt/packing list that includes product description, price, and freight/delivery charges. **ALL charge slips and receipts are required for monthly Expense Report reconciliation.**

Q: What do I do when there is an error while using my Procurement Card?

A: Errors and disputes occur when charges on the monthly Expense Report appear to be incorrect:

✓ **Immediately try to resolve the dispute with the supplier**. Disputed items must be resolved and should appear on the next billing cycle report.

✓ If you are unable to resolve the dispute with the supplier, you should immediately notify your Department Coordinator or Department Head. Provide names and dates of persons contacted, copies of correspondence, and other documentation associated with any attempts to resolve the dispute.

✓ **Do not delay turning in Expense Reports to the Department Coordinator due to a dispute with a supplier.**

✓ Expense Reports must be turned in with all receipts and documentation.

✓ You should keep a copy of all documents to continue disputing transaction until resolved or if the determination is made to formally dispute the transaction with the Bank.

✓ **The Procurement Card Administrator should be informed of all possible disputes.**

✓ Allocate the transaction to the proper account code and allocate any credit for the resolution of the disputed charge to the same account code when it appears on the following monthly Expense.

Q: Who do I call if I have questions or problems with my card?

A: Primary: Kim Chappius 512-943-1478**;** Kim.chappius@wilco.org
Back up: Andy Portillo 512-943-3860; Andy.portillo@wilco.org

TIPS FOR PURCHASING ON THE INTERNET



When purchasing a service or product online, the following should occur:

✓ Cardholder should

✓ Be fully informed as to all charges associated with making a particular online purchase. Shipping and handling, plus other special or hidden fees can greatly increase the cost of the purchase.

✓ Note the expected delivery time and determine whether or not the supplier's delivery schedule fits the need for the purchase.

✓ Read the online supplier's refund/return and customer privacy policies. Learn the terms of business practiced by a particular online supplier. Beware of online merchants who do not prominently display refund/return or privacy policies.

✓ Look for addresses that start with "https:" Never enter a Procurement Card account number on a web page that does not display "https:" at the beginning of the web page address. The "https:" in the URL (web address) means that information provided on an ordering form will be transmitted over an encrypted, secure connection to the supplier.

✓ Look for the security alert and the lock icon when making online purchases. The security alert and the lock icon are signs that the connection to the website using an encrypted secure connection has been accomplished.

✓ Guard personal information.

✓ Find out where a company is physically located to check on reliability through other verifying sources, such as the Better Business Bureau. Most reputable companies will offer an alternate means (retail outlets, mail orders, phone orders, etc.) of purchasing their products or services. Beware of online retailers that fail to list detailed contact information.

✓ Never reuse the same passwords for multiple e-commerce accounts. If a web browser asks to "remember or save" the password, decline the offer.

✓ Not respond to unsolicited emails. JPMorgan Chase Bank does not send emails to ask for verification of account information. Any questions regarding unsolicited emails contact the Program Administrator.

✓ Look for seals or other symbols that identify a particular supplier as being a member of an online reliability, privacy, or secure site protection group. Organizations that sponsor these types of seals include Versign, TRUSTe, and Secure Assure. Verify that the supplier is in fact a member of the seal program by visiting the site that issues the seal and looking up the supplier's name and/or Web address.

WILLIAMSON COUNTY



Purchasing Department

CARDHOLDER PURCHASING CARD AGREEMENT

I, **(Employee Name)**, hereby acknowledge receipt of a Williamson County MasterCard purchasing card, number **(Card Number/Expiration Date)**. As a cardholder, I agree to comply with the terms and conditions of this Agreement and the purchasing card policies and procedures.

I acknowledge receipt of said Agreement and confirm that I have read and understand the terms and conditions. I understand that Williamson County is liable to JP Morgan Chase Bank and MasterCard for all Williamson County charges.

I agree to use this card for County approved purchases only and agree not to charge personal purchases. I understand that Williamson County will audit the use of this card and report any discrepancies. I also understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the purchasing card policies and procedures.

I further understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize Williamson County to deduct from my salary an amount equal to the total of the discrepancy. I also agree to allow Williamson County to collect any amounts owed by me even if the County no longer employs me.

I understand and agree to read and uphold the policies and procedures written in the Williamson County Procurement Card Manual located on the Williamson County Portal Financial Center under Policies.

I understand that Williamson County may terminate my right to use this card at any time for any reason. I agree to return this card to the County immediately upon request or upon termination of employment.

I understand that the single transaction limit is **(dollar amount)** and the monthly limit is **(dollar amount)**.

Cardholder:

Signature: _____ Date: _____

Print Name: _____ Department: _____

Approved By Purchasing Card Coordinator:

Signature: _____ Date: _____

Print Name: _____

KIM CHAPPIUS 512.943.1478 ANDY PORTILLO 512.943.3860

Purchasing Department purchasing.contracts@wilco.org

KIM CHAPPIUS 512.943.1478 ANDY PORTILLO 512.943.3860

Purchasing.contracts@wilco.org

Commissioners Court - Regular Session **14.**

Meeting Date: 03/21/2023

Acceptable Use Policy Update

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

This is an update to the policy passed on January 17, 2023, and it contains minor updates to clarify allowed activities and violations and adds escalating consequences for policy violations. This is one of the four "foundational" technology policies to be considered for approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:10 PM
Form Started By: Richard Semple		Started On: 03/15/2023 04:45 PM
Final Approval Date: 03/16/2023		

Williamson County Information Technology

Acceptable Use Policy - Technology

Sensitivity: None
Criticality: High
Primary Type: Policy

Summary

Purpose

The purpose of this policy is to establish acceptable parameters for use of all information systems authorized for deployment to provide public services and conduct county business and/or connected to Williamson County technology infrastructure.

Scope

This policy applies to all users as defined in this document. It is platform and technology neutral. This policy applies to all information and information systems used by Williamson County for conducting county business.

Definitions

Department

Unless specifically noted otherwise, the use of the word “department” or related forms of that word includes both Commissioners Court departments and all elected offices that utilize the Williamson County technology infrastructure.

Honeypot

A specially configured server, also known as a decoy server, designed to attract and monitor intruders in a manner such that their actions do not affect production systems.

Information System

Any technology used to collect, process, store, transmit, or display data in support of county department business objectives.

ITS Managed Information System

An information system that is managed or administered by Williamson County ITS (e.g., Kronos, Telestaff, Oracle, Microsoft 365, Agenda Quick, Performance Center).

Technology Asset

Any technology device or software/software license/software subscription used in the performance of assigned duties or connected to any network paid for by Williamson County or maintained by Williamson County Information and Technology Services (ITS).

User

Any employee, elected official, volunteer, intern, external agency employee, vendor, contractor, or 3rd-party that accesses Williamson County information system(s) or technology asset(s).

Workstation (Endpoint)
Refers to computers used by employees for business purposes. Typically, these will be Dell or Panasonic PC devices running Windows. Workstation and endpoint are used interchangeably.

Roles and Responsibilities

- Users are required to adhere to this policy while using any county information system.
- Users shall conduct themselves in a professional, responsible, and courteous manner at all times.
- Managers are required to inform all employees of this policy and ensure each employee understands and undertakes to comply with this policy.

Policy

This policy shall be referenced during Microsoft Windows log in to any county-managed computer. All County information systems are County property provided for the conducting of County business. Users shall be aware that communications, logs, data, or records collected, stored, or transmitted by information systems are subject to routine operational review, data breach investigations, or legal review as required by law.

A. Information Sharing and Confidentiality

Those within the scope of this policy shall:

1. Ensure release of county-related information to the public is in accordance with the Data Management Policy.
2. Comply with the Williamson County Access Control Policy and Data Management Policy.
3. Not read, view, or listen to other employees' electronic communications without a legitimate business need and appropriate permissions.
4. Be prudent and cautious when introducing audio, video, or software medium to an information system or device.
5. Be prudent and cautious when opening attachments or accessing links from within emails; and
6. Maintain current training in accordance with the Cybersecurity Awareness Training Policy.

B. Use of Internet

1. Except where expressly prohibited by a supervisor, limited personal use of county workstations is allowed when such activity does not impact either the user's assigned function or the security or privacy of the County's data. Users are expected to promote efficient use of information resources, consistent with County business objectives.
2. Users assume risks associated with accessing their personal accounts and information using county devices. ITS strongly recommends not saving personal information (bookmarks, passwords, etc..) on county-managed devices.
3. Williamson County reserves the right to restrict access to certain web locations.
4. Based on the business need to communicate with all County employees, only certain users have the authority to send electronic communications to all users.

5. Any elected official or department head may designate one or more individuals within their own department to send electronic communications to all employees within their own department even if the number of employees in that department exceeds the limit set by technical controls.

C. Security Controls

1. Passwords
    a. Passwords shall be created and maintained in accordance with Access Controls Standards and Procedures.
    b. Access to County systems and software is limited to authorized personnel with appropriate credentials. ITS requires security controls for user access to systems.
    c. Users shall not share work-related password information with anyone for any reason unless failure to do so presents a clear threat to life or property.
2. Hardware and Software
    a. Users shall ***immediately report loss, theft, destruction, or unauthorized use of County information systems or restricted / confidential information or potential compromise of information systems*** to their immediate supervisor or ITS in accordance with the Data Management Policy.
    b. ALL hardware connected to the County network or to a County computer (wired or wireless) must adhere to minimum security standards for Access Control and applicable policies and shall be assessed and validated by ITS for use. *For security reasons, some of these standards are Internal Use Only, and published to restricted audiences. Contact the ITS Service Desk for assistance with hardware evaluation and deployment.*
    c. ALL software introduced to county information systems including county mobile devices shall be centrally catalogued, even if the software is not maintained by ITS, to allow for audit against current threats / CVEs (Common Vulnerabilities and Exposures), and mitigation of threats reported by The MITRE Corporation, U.S. Department of Homeland Security, and / or the Cybersecurity and Infrastructure Security Agency (CISA).
    d. *Workstations shall not be used to copy non-work-related software from one storage medium to another*.
    e. Technical security controls for any peripheral connected to the county network or a county workstation shall be applied in accordance with currently adopted Standards and Procedures associated with County Access Controls and Data Management policies.
3. Training, Education, and Remediation
    a. ITS is responsible for ensuring compliance with mandates for **annual** cybersecurity awareness training in accordance with Texas state law.
    b. Cybersecurity Awareness Training is governed by the current County Cybersecurity Awareness Training Policy.
    c. Users are responsible for timely completion of required training related to information security in the performance of duties as a condition of continued access to county information systems.
    d. Users shall be accountable for activities and habits resulting in potential compromise of County information systems and shall be expected to remediate known behavioral errors

by education targeted to correct those errors (e.g., as result of controlled phishing tests / scenarios) as a condition of continued access to ITS managed information systems.

e. Elected officials and department heads (or their designees) are responsible for ensuring compliance with job-specific training requirements that may include content not present in annual cybersecurity awareness training (e.g., CJIS, FERPA, HIPAA, etc.).

D. Endpoint Management

1. ITS shall be responsible for making software security patches / updates available to users.
2. Users shall be responsible for allowing the installation of security and feature patches.
3. Critical software operating system patches shall be subject to requirement of installation within one (1) business day of being made available to end users.
4. **Under no circumstances shall unauthorized software be installed on or introduced to County information systems.**

E. Hostile Workplace

1. Abusive, harassing, bigoted, demeaning, obscene, and profane activities using any county-managed information system or device are strictly prohibited. These activities can result in criminal and/or civil liability or other penalties for the individual and the County.
2. Users or witnesses shall report any incidents of the sort listed in Section E, paragraph 1 of this policy immediately. Incidents should be reported to a supervisor or Human Resources.
3. Reports involving hostility in the workplace shall be referred to Human Resources with the full cooperation of ITS.

F. Violation Examples

Below are examples that are provided for context and understanding of this policy. This section is not meant to provide a comprehensive list of all possible unacceptable use.

1. Examples of **General** Violations
   a. Communications that violate the provisions of this policy
   b. Use of County resources for personal monetary gain
   c. Engaging in or enabling illegal activity using any County technology, including access to unlicensed copyrighted, pirated, or otherwise illicit materials
   d. Accessing, viewing, downloading, uploading, transmitting, printing, copying, posting, or sharing any racist, sexist, threatening, sexually explicit, obscene, or otherwise objectionable material (i.e., visual, textual, or auditory entity) is strictly prohibited.
   e. Unauthorized use of, access to, or disclosure of Confidential Information, as defined in federal or state law, or by the Data Management Policy
   f. Using County technology to create or contribute to an unsafe or hostile workplace
   g. Unauthorized provision of lists of or information about County employees or customers to parties outside of the County
   h. Introduction or injection or assisting in the introduction of malicious code or technology into the County network by negligence, malfeasance, or wonton disregard of County policy

i. Repurposing or disposal of a county device without appropriate sanitization of associated storage media, in accordance with County Data Management Policy and associated asset transfer standards

j. Careless positioning of display monitors in view of publicly accessible areas

k. **Posting or disclosure of sensitive or confidential information on social media.** For further clarification, please refer to Williamson County Data Management Policy for guidance on information release.

2. Examples of **System and Applications** Use Violations
   a. The posting of passwords in an area visible to those other than the user
   b. Introduction of any software to any county device without explicit consent by documented exception by ITS
   c. Circumvention of any authentication or security system
   d. Executing an undocumented change to a County information system outside of published change management standards or the technology trouble reporting system
   e. Performing break/fix troubleshooting of County information systems without appropriate documentation and communication to ITS management
3. Examples of **Network** Use Violations
   a. Connection of unauthorized devices to the County network, wired or wireless
   b. Conducting any unauthorized network communication activity, including:
      i. Use of accounts that are not the user's account
      ii. Installation of honeypots, honeynets, or similar tools unless those activities are defined within the user's job description and duties
      iii. Interference with or denial of service to any County information system management tools, unless those activities are defined within the user's job description and duties
      iv. Port or security scanning without direct and documented approval of the Chief Information Officer for Williamson County Information Technology (CIO) or designee.
4. Examples of **Email** Misuse
   a. Intentionally distributing spam, solicitations, or advertising material to individuals who did not request it
   b. Harassment of any kind
   c. Harvesting or attempting to harvest user credentials or protected information, unless as part of an ITS-sanctioned security assessment
   d. Misrepresentation of the County using County information systems

Exceptions

Exceptions to technology-related policies, standards, and procedures must be documented via the Policy Exception Procedure and approved by the department head of the department requesting the exception, and by Williamson County ITS. Certain exceptions may require authorization by or consultation with Williamson County Human Resources, Purchasing, Facilities, Legal Counsel, Risk Management, Auditor's Office, Budget Office, or Commissioner's Court.

Violations

Violations of this policy are subject to immediate remediation in the interest of the security of County assets and resources. Immediate remediation may involve quarantine of hardware, software, and/or the user account from connection to Williamson County Information Systems or data. Misuse or abuse, intentional or unintentional, malicious, or benign, of electronic systems and services may result in the temporary suspension or permanent revocation of user credentials and disciplinary action, up to and including termination of employment.

Malicious and egregious violations will result in immediate suspension of County IT assets and resources (step #3 below). Other types of violations will have the following progressive consequences based on a rolling 24-month time period.

1. **First violation:** The user must take an educational session in cooperation with Technology Services within two weeks. The educational session will be up to one hour in duration.
2. **Second violation:** The user will have their access to Williamson County IT assets and systems revoked until they have taken an in-depth education and remediation session in cooperation with Technology Services within two weeks. The session will be up to 8 hours in length. If the user cannot perform essential functions of their job without IT access, they may be required to utilize PTO or go on unpaid administrative leave until the successful completion of the education and remediation session.
3. **Third violation:** The user will have their access to Williamson County IT assets and systems revoked permanently unless an exception is granted by the County's Chief Information Officer. If an exception is requested and the user cannot perform essential functions of their job without IT access, they may be required to utilize PTO or go on unpaid administrative leave until the final determination of the exception request.

Related Statutes, Policies, and Authorities

Access Control Policy and Standards
Data Management Policy and Standards
Cybersecurity Awareness Training Policy
Policy Exception Standard and Procedure (via Employee Portal)

Contact Office

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to a user's department leadership. Department leadership should contact the ITS Service Desk for appropriate routing. ITS Service Desk hours are 0500 – 2000 on county working days.

Employee Portal: ServiceNow
Email: servicedesk@wilco.org
Phone: 512-943-1456

Administrative Notes

Policy Class: Risk Management
Policy Family: Information Security
Policy: Acceptable Use Policy

Responsible: ITS Director of Policy
Accountable: ITS CIO
Consulted: Human Resources, Risk Management, Legal Counsel, Elected Officials
Informed: All Users, with Attestation

Revision History

Version	Date	Description
3.0		Adoption by Commissioner's Court
2.1	02/27/2023	Violations section more precisely defined
2.0	01/17/2023	Adoption by Commissioner's Court
1.2	11/22/2022	Changes applied based on legal, HR, and risk management review. Prior version archived in DMS.
1.1	9/22/2022	Significant Changes applied. Updated for current county operations environment. Renamed to, "Acceptable Use Policy."
1	1/9/2008	First version. "Appendix B – Electronic Systems Use Policy

Commissioners Court - Regular Session **15.**

Meeting Date: 03/21/2023

Cybersecurity Awareness Training Policy Revision

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

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

Background

This policy contains some revisions to the version approved by the Commissioner's Court on 1/17/2023. The revisions are centered around escalating consequences for policy violations. The County must conduct annual cybersecurity awareness training for all information system users per Texas HB 3834, and this policy outlines the requirements and deadlines.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:10 PM
Form Started By: Richard Semple		Started On: 03/15/2023 04:59 PM
Final Approval Date: 03/16/2023		

Williamson County Information Technology

Cybersecurity Awareness Training Policy

Sensitivity: None
Criticality: High
Primary Type: Policy

Summary

Purpose

Properly educating users about information security, best practices and risks serves to help reduce overall information security risks and probability of incidents. All users are required to complete Security Awareness Training to standards set by the State on an annual basis (in accordance with HB 3834). **Some users are required to complete additional training,** per Texas CJIS and the Department of State Health Services**. That additional training is not under the purview of Williamson County IT.**

Scope

This policy applies to all users of Williamson County Information Systems, as defined in this document.

Definitions

Department
Unless specifically noted otherwise, the use of the word "department" or related forms includes both Commissioners Court departments and all other elected offices that utilize the Williamson County technology infrastructure.

Department Head
A user or employee responsible for fiscal activities under the budget cost center(s) for which they have signature approval authority (or) the chief official responsible for the activities within the domain of their primary jurisdiction and charter.

Information System
Any technology used to collect, process, store, transmit, or display data in support of county department business objectives.

ITS-Managed Information System
An information system that is managed or administered by Williamson County ITS. (e.g., Kronos, Telestaff, Oracle, Microsoft 365, Agenda Quick, Performance Center)

User
Any employee, elected official, volunteer, intern, external agency employee, vendor, contractor, or 3rd-party that accesses Williamson County information, information system(s) or technology asset(s**)**

Policy

Roles and Responsibilities

- Williamson County is required to administer cybersecurity awareness training in accordance with state law.
- Users are responsible for completion of requisite training prior to the deadline.
- Department management is responsible for ensuring that users under their supervision have access to resources required to complete training.
- Departmental leaders or elected officials are responsible for ensuring compliance.

A. Regulatory Requirements

1. Texas HB 3834 requires all Williamson County information systems users to complete cyber security awareness training **on an annual basis**.
2. For Williamson County, the training requirement extends to vendors, contract and temp labor, and other applicable persons that access County data and the County computer network.
3. **ADDITIONALLY**, Texas Department of Public Safety (DPS) requires that all employees, contractors, and others with access to Texas Criminal Justice Information System (CJIS) data complete cyber security awareness at intervals defined by current CJIS Policy.
4. **ADDITIONALLY**, Texas Department of State Health Services (DSHS) requires that all employees and contractors with access to DSHS-regulated data take approved cyber security awareness training **on an annual basis**.
5. **Reporting**
    i. Williamson County IT shall report compliance to the Texas Department of Information Resources (DIR) annually.
    ii. Certification is required for certain grants. A current certificate of compliance shall be posted at a location accessible to employees from the County Employee 365 / SharePoint Portal

B. Annual Cybersecurity Awareness Training

1. Training in information security practices in use at Williamson County shall be provided by the county on an annual basis for all users.
2. Annual training shall be conducted online and in accordance with Texas HB 3834.
3. **Users that do not complete required training by published deadlines (see below) shall be subject to suspension of network and ITS-managed information system access.**

C. Periodic Assessment of Applied Knowledge

1. Ongoing training throughout the year shall include tactical attempts by authorized resources to assess practical compliance with training content (e.g., through authorized phishing scenarios, physical site visits, and controlled campaigns).
2. Remedial training will be required for those who do not pass sanctioned phishing assessments.

D. Timeframes and Deadlines

1. The deadline completion of ANNUAL cybersecurity awareness training shall be **May 31st** each year due to the effective date of Texas HB 3834. This accommodates legally required state reporting constraints.
2. New employees are required to complete the training within 30 days of hire date.

E. Employee Communication

Aspects of communication with users includes:

1. Posting links to cybersecurity material on the Employee Portal
2. Bi-annual email reminders to all employees

F. Security Audits

Williamson County IT encourages all departments and users to audit their respective offices and work areas for application of acceptable security practices and compliance with county policies and standards. IT is available to consult or provide for any security audit services and report on the findings; as well as provide guidance for securing offices and workspaces.

Exceptions

Any exception must be documented, submitted to, and approved by the Williamson County CIO. Training requirements do not apply to employees and officials who, while the below conditions are applicable, have been:

1. Granted military leave
2. Granted leave under the Family and Medical Leave Act of 1993 (29 USC Section 2601 et seq)
3. Granted leave related to a sickness or disability covered by workers' compensation benefits, if that employee no longer has access to Williamson County Information Technology resources
4. Granted any other type of extended leave
5. Granted authorization to work from an alternative location if that employee no longer has access to Williamson County IT resources
6. Denied access to Williamson County's computer system or databases by the Williamson County Commissioners Court

Violations

Failure to complete required annual cybersecurity awareness training by the deadline shall result in limited access to the Williamson County network environment. These resources will only be fully restored when required training has been completed.

Violations of this policy may result in violation of the Williamson County Acceptable Use Policy, and result in escalating disciplinary actions up to and including termination of employment.

Consequences for failure of sanctioned phishing exercises shall be based on a rolling 24-month cycle and be handled in this manner:

1. **First failure**: Immediate feedback by means of a user-accessed landing page with descriptions of what a user may have not noticed to better identify a malicious email.
2. **Second failure**: Up to thirty-minute training session or repeat of Annual Cybersecurity Awareness Training.

3. **Third failure**: A third failure within the rolling 24-month period constitute a First Violation of the Williamson County Acceptable Use Policy.

Non-compliance with the legislation responsible for this policy (Texas HB 3834 and its amendments) may result in loss of grant funding from state resources and penalties to the county.

Related Statutes, Policies, and Authorities

Texas Government Code Title 10, B, 2054
Texas House Bill 3834. 86th Legislature. 2019

Appendix

Training materials can be accessed via the Williamson County 365 Employee Portal.
https://wilco365.sharepoint.com/home

Contact Office

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to a user's department leadership. Department leadership should contact the ITS Service Desk for appropriate routing. ITS Service Desk hours are 0500 – 2000 on county working days.

Employee Portal: ServiceNow
Email: servicedesk@wilco.org
Phone: 512-943-1456

Administrative Notes

Policy Class: Risk Management
Policy Family: Information Security
Policy: IT Cybersecurity Awareness Training

Responsible: ITS Director, GRC
Accountable: ITS CIO
Consulted: Gartner, Texas DIR, County Legal Counsel, HR, Elected Official
Informed: All Users with Attestation

Revision History

Version	Date	Description
3.0		Adoption by Williamson County Commissioners Court
2.1	02/27/2023	Clarified progressive violations in Violations section, referencing Acceptable Use Policy.
2.0	01/17/2023	Adoption by Williamson County Commissioners Court
1.2	09/09/2022	Updated: Information from Texas HB 1118 (87R) exceptions added Added Roles and Responsibilities section (**Gartner** recommend) Requirements clarified: use of DIR-certified training materials Clarified deadlines appropriate to current state (DIR reporting) cycles Added this Revision History table
1.1	02/29/2022	Update to modern IT policy template
1.0	10/29/2019	Original adoption pursuant to Texas HB 3834

Commissioners Court - Regular Session **16.**

Meeting Date: 03/21/2023

Access Control Policy

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the Access Control Policy for information systems.

Background

This policy is one of the "foundational" policies for technology and outlines the policies around passwords, access control, and security to ensure County data and accounts stay safe and secure.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:10 PM
Form Started By: Richard Semple		Started On: 03/15/2023 05:02 PM
Final Approval Date: 03/16/2023		

Williamson County Information Technology

Access Control Policy

Sensitivity: None
Criticality: High
Primary Type: Policy

Summary

Purpose
The purpose of this policy is to establish access controls to be applied to information systems in the interest of

A. Protecting data, information, and information systems integrity
B. Preserving restricted access to sensitive and confidential information, and
C. Ensuring availability of information and information systems to those permitted to access and use them in performance of assigned or assumed duties

The primary objective for implementing access controls is to ensure that users accessing information systems are doing so within the scope and authority of their functions. This is a necessary safeguard against unintended or unwarranted modification of data and information contained within those systems. It is also a safeguard against unauthorized disclosure of information protected by law. This policy provides guidance for the management and use of access controls regulating access to Williamson County information systems.

Scope
This policy is platform and technology neutral and applies to all information systems used by Williamson County for conducting county business. It applies to all users as defined in this document below.

Disambiguation: Except for below headings addressing physical access to server rooms, this policy does not apply to physical or perimeter access to county-managed facilities. Physical access policy direction and documentation shall be provided and managed by Williamson County Facilities.

Definitions

Access Controls
The processes, rules and deployment mechanisms that control access to information systems, resources, and physical access to premises

Administrative Controls
Documented and adopted policy, standards, procedure, processes put in place to help uniformly regulate operations and controls that are not implemented by technology

Application Owner
Employee(s) that have been designated the primary manager(s) of an information system

Asset and Service Management System / ITIL System
ServiceNow

Authentication
The act of verifying the identity of a user and/or the user's eligibility to access information systems

Business Associate
A non-county-employed individual or organization performing functions, activities, or services on behalf of Williamson County

Department
Unless specifically noted otherwise, the use of the word "department" or related forms of that word includes both Commissioners Court departments and all elected offices that utilize the Williamson County technology infrastructure.

Department Head
A user or employee responsible for fiscal activities under the budget cost center(s) for which they have signature approval authority (or) the chief official responsible for the activities within the domain of their primary jurisdiction and charter

Department Liaison to ITS
A non-ITS user or employee who is not a department head, but is delegated the authority to make decisions regarding identity assignment, system configuration, or administration of non-ITS-managed information systems

Employee Asset / Hiring Manager
A department level employee responsible for ServiceNow asset management requests, asset assignments, and termination of asset access.

ITS-Managed Information System
An information system that is managed or administered by Williamson County ITS (e.g., Kronos, Telestaff, Oracle, Microsoft 365, Agenda Quick, Performance Center).

Identifier/Identity
A unique username or other mechanism assigned to an individual person for use in gaining user-level access to information systems or information

Information System
Any technology used to collect, process, store, transmit, or display data in support of county department business objectives

Least Privilege
A risk management concept wherein only the least amount of access needed to accomplish a business objective is enabled by default or subsequent authorization. The practice of least privilege is incorporated to ensure certain information or system functionality is not exposed to risk of compromise or misuse

Mobile Device
Any portable information system used in support of county business objectives. Examples include, but are not limited to, smart phones and tablets, but **do *not*** include laptop computers

Multi-Factor Authentication
A combination of more than one authentication method, such as token and password (or personal identification number [PIN] or token and biometric device)

Non- ITS Managed Information System
An information system that is NOT managed or administered by Williamson County ITS

Password
A protected, generally computer-encrypted string of characters that authenticate a computer user for access to a computer or information system

Peripheral Hardware Device
An auxiliary device that connects to and works with a computer to (A) put information into it or (B) get information out of it for purposes of enhancement of desired function or result. May include data storage device (USB), audio, video, networking, or communications device connected to a computer wirelessly or by physical connection

Privileged Account
A user account that enables an individual to establish or modify identification or authority credentials, access rules, production applications, application feature sets, operating system functions or network parameters and rules

Restricted/Confidential Information
Information or data classified as **Confidential** by Williamson County Data Management Policy

Service Account
A user account that is created explicitly to run a particular function or service on an operating system for an application

Service Management System / ITIL System
ServiceNow

Single Sign On (SSO)
An authentication scheme that allows a user to log in with a single ID and password to any of several related, yet independent, information systems. True single sign-on allows the user to log in once and access services without re-entering authentication factors

System Administrator
A user(s) who manage(s) the operation of an information system or particular electronic communication service

Technical Controls
The policies, procedures, organizational structure, and electronic access controls put in place to help ensure security (confidentiality, integrity, and availability) of information systems

Technology Asset
Any technology device or software/software license/software subscription used in the performance of assigned duties or connected to any network paid for by Williamson County or maintained by Williamson County Information Technology Services (ITS)

Termination Request
A request to cancel all user access to information systems due to departure of the individual from Williamson County

User
Any employee, elected official, volunteer, intern, external agency employee, vendor, contractor, or 3rd-party that accesses Williamson County information, information system(s) or devices(s)

User-Level Access
Any attempt to access an information system or obtain information initiated by an individual person

Roles and Responsibilities

- Users are required to adhere to this policy while using any county information system.
- Elected Officials and Department Heads are required to ensure all employees are informed of this policy and that each employee fully understands and undertakes to comply with this policy.

Policy

For both ITS-managed and non-ITS-managed information systems, administrative and technical controls shall be adopted to ensure the security of information systems in the interest of preserving the integrity, confidentiality, and availability of the data within those systems. This policy and supporting standards and procedures define minimally necessary parameters for managing access control.

Supporting department level standards and procedures may build upon these minimum parameters but must not conflict with this policy and associated standards.

A. Access Control

1. General Principles
    a. User Identity
        i. All users shall be assigned a unique username (identity) by Williamson County ITS.
        ii. A unique email address shall be associated with each user identity assigned to employees by Williamson County ITS on or shortly after their date of hire and communicated to the employee via Williamson County Human Resources.
        iii. The identity assigned by ITS shall be the representation of a user for purposes of regulating access and permissions as well as for tracking cyberactivity.
    b. User Password(s)
        i. Temporary passwords shall be changed after one use.
        ii. Passwords shall be managed in accordance with Williamson County Access Controls Standard and Procedures
        iii. Passwords for **any** information systems shall be reset if there is reason to believe that a user's account has been compromised.
    c. Least Privilege and Role Based Access, Temporary Elevation of Privilege
        i. Employees shall be granted the lowest level of permissions necessary to accomplish assigned duties efficiently
        ii. Temporary elevation of privilege may be extended for higher-level administrative or temporary duty assignments

iii. Such temporary changes in permission shall define an explicit and reasonable time constraint, and shall be documented:
   1. By electronic logging within the information system(s) or
   2. Within the ITS Service Management System (i.e., as an asset assigned to the employee by the Employee Asset / Hiring Manager)

2. Hardware Access to Information Systems
   a. **ALL hardware devices not obtained from ITS, including hardware drivers,** connected to Williamson County information systems shall be authorized formally by ITS in writing.
   b. Hardware that is capable of being monitored for security purposes shall be monitored by security monitoring information systems deployed by ITS.
   c. TRUST CERTIFICATES: Computers normally able to access the Williamson County network **shall be isolated from access to the network** if not logged in to the network for a time period defined in Access Controls Standard and Procedures. Following the defined period of inactivity, users of these devices shall not be able to use the devices without ITS intervention.
   d. Hardware that is discovered to be deployed without the documentation required by this policy shall
      i. If there is apparent threat to the cyber environment: be subject to being disabled by ITS and quarantined until the hardware can be deemed secure for use within the Williamson County environment.

         Affected department head(s), elected official(s), and/or department liaisons to ITS shall be immediately notified by a member of ITS management of any unauthorized device upon disabling and quarantine.

         OR

      ii. If there is no apparent threat to the cyber environment: ITS shall notify the affected department prior to disabling. The department may request an exception for continued use while the device is assessed for security approval.
   e. Security assessments shall be conducted and dispositioned in cooperation among departments and ITS.
3. Physical Access to Server Rooms and Data Centers
   a. **Physical access to rooms containing servers shall be restricted to authorized personnel**.
   b. No equipment other than approved equipment or devices shall be introduced to, removed from, or modified within the Williamson County network environment, including server racks or connections within server rooms, without consent in writing from Williamson County ITS.
4. Shared Devices Caution
   a. ***Shared devices may incorporate the use of Single Sign On (SSO)*** for employee access to certain Information Systems (e.g., Office 365, Oracle). To avoid inadvertent unauthorized access using identities of others, users shall ensure that they are authorized to use the account to which they have access.

5. Management and Inventory of User Access
    a. Granting and Revocation of Access to Information Systems shall be in accordance with the Williamson County Access Controls Standard and Procedures.
    b. Permission to access ITS-managed information systems shall be recorded in the employee's list of assigned assets in the Asset and Service Management System / ITIL System

6. Foreign Travel Notification shall be made for users working or accessing work-related content from locations outside of the United States.

B. Authorized Identity

1. Individual User Accounts
    a. Shall be used for specific information system access and record creation or modification
    b. The use of technology access controls shall be applied where possible (e.g., session idle timers, IP access restrictions, password complexity rules, multi-factor authentication, Single Sign On)

2. Multiple Factor Authentication (MFA)
    a. Only approved methods of MFA will be accepted as defined in the Access Control Standards and Procedures.
    b. User accounts with access to information systems containing **Confidential** data as defined in the Williamson County Data Management Policy from outside of the county-managed network shall be subject to ITS-approved multiple-factor authentication and comply with the Access Controls Standard and Procedures, and current CJIS Policy.

3. Generic User Accounts
    a. Are strongly discouraged, AND
    b. Shall be **inventoried and maintained** by ITS within Active Directory, AND
    c. Be assigned a documented owner with an individual user identity
    d. Shall comply with the Access Controls Standard and Procedures
    e. May be subject to compensating security controls (e.g., limitation of permissions)

4. Service Accounts
    a. Shall be associated with application owners or a system administrator
    b. Shall be audited at least annually by ITS or at the direction of ITS
    c. Shall comply with the Access Control Standards and Procedures

5. System Administrator, Auditor, and Privileged Accounts
    a. System administrator(s) shall be documented in the approved ITS software asset inventory
    b. Administrator accounts shall be associated with active users.
        i. Credentials used to access information systems or network components ***shall not be defaults*** established by the manufacturer.
        ii. Default credentials from the manufacturer shall be changed, deleted, or otherwise disabled upon receipt and installation of the information system.
    c. Administrator accounts shall use multi-factor authentication where available
    d. System Administrators are responsible for the management of Privileged Accounts.
    e. User Access and Least Privilege Audits

i. Williamson County ITS shall ensure a review of users with administrative privilege on all ITS-managed information systems is conducted at least annually
ii. For non-ITS-managed information systems, department heads are responsible for annual review of users with administrative privilege to ensure compliance with least privilege.

Exceptions

Exceptions to technology-related policies, standards, and procedures must be documented via the Policy Exception Procedure and approved by the department head of the department requesting the exception, and by Williamson County ITS. Certain exception may require authorization by or consultation with Williamson County Human Resources, Purchasing, Facilities, Legal Counsel, Risk Management, Auditor's Office, Budget Office, or Commissioner's Court.

Violations

Violations of this policy are subject to immediate remediation in the interest of the security of county assets and resources. Immediate remediation may involve quarantine of hardware from connection to Williamson County Information Systems.

Violations of this policy may constitute concurrent violation of the Williamson County Acceptable Use Policy, and result in escalating disciplinary actions up to and including termination of employment.

Misuse or abuse, intentional or unintentional, malicious, or benign, of electronic systems and services may result in the temporary suspension or permanent revocation of user credentials and disciplinary action, up to and including termination of employment.

Related Policies, Titles, Forms, and Authorities

Acceptable Use Policy
Access Controls Standard and Procedures
Data Management Policy
Foreign Travel Notification Standard and Procedure
Foreign Travel Notification Form

Contact Office

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to a user's department leadership. Department leadership should contact the ITS Service Desk for appropriate routing. ITS Service Desk hours are 0500 – 2000 on county working days.

Employee Portal: ServiceNow
Email: servicedesk@wilco.org
Phone: 512-943-1456

Administrative Notes:

Policy Class: Risk Management
Policy Family: Information Security
Policy: Access Control

Responsible: ITS Director of Policy
Accountable: ITS CIO
Consulted: Williamson County Risk Management, Legal Counsel
Informed: All Users, with Attestation

Revision History

Version	Date	Description
1.0		Policy Adoption by Williamson County Commissioners Court
0.1	10/25/22	First draft towards ITS GRC Engineering, CIS, NIST compliance with input from Human Resources, Risk Management, Legal Counsel

Commissioners Court - Regular Session **17.**

Meeting Date: 03/21/2023

Data Management Policy

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the Data Management Policy.

Background

This policy is one of the "foundational" technology policies. It helps give departments the tools to classify their data and assist Technology Services with helping to secure information on their behalf.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:10 PM
Form Started By: Richard Semple		Started On: 03/15/2023 05:05 PM
Final Approval Date: 03/16/2023		

Internal Use Only
UNADOPTED DRAFT

Williamson County Information Technology

Data Management Policy

Sensitivity: None
Criticality: High
Primary Type: Policy

Summary

Purpose

This policy establishes the parameters for *classification* and *management* of electronic data and paper records. This document acknowledges and is supplemented by the Records Management Plan for Non-Elected Williamson County Offices and Archives Records Storage Center, now known as the Non-Digital Records Management Plan for Non-Elected Offices.

The primary objectives for *data classification* are to (A) protect data integrity, (B) preserve data confidentiality, and (C) ensure availability of data to those permitted to access and utilize the data in the performance of assigned or assumed duties.

Data classification parameters shall be based on pertinent state and federal statutes and regulations, county policy, and currently accepted approaches appropriate for the (global) geopolitical and cybersecurity environment. These classifications shall be used to define control objectives for collection, transmission, use, storage, and distribution of data by the County in conducting business and shall aid in assignment of priority given during support, maintenance, and disaster recovery.

Two criteria used in data classification are *confidentiality* and *criticality*. Williamson County shall employ safeguards to protect against unintended changes in data or disclosure of confidential, sensitive, and/or critical data. In accordance with the intended spirit of state and federal law, Williamson County will remain transparent with public data.

Scope

This policy is platform and technology neutral and applies to all electronic data and information used by Williamson County for conducting county business. It applies to all users as defined in this document below. Retention of hardcopy physical records is not absolutely within the scope of this document. ***For physical record retention and procedures, reference should be made to the Non-Digital Records Management Plan for Non-Elected Offices.***

Definitions

Confidentiality
A measure of how protected data must be against unwarranted disclosure or modification. Data is considered confidential if its disclosure results in, or could reasonably result in, a violation of law or court order, or could reasonably constitute criminal activity.

Criticality
A measure of the importance of an information system, or its information to serve a public or departmental function.

Data
Discrete raw bits of fact that, when collected, analyzed, and interpreted establish information.

Data Custodian
The user(s) responsible for *storage and safeguard* of computerized data.

Data Owner
The user(s), normally a manager or director, who has responsibility for the integrity, accurate reporting, and use of computerized data.

Data Transmission
Transfer of data by any means (physical or electronic) from any repository to another.

Department
Unless specifically noted otherwise, the use of the word "department" or related forms includes both Commissioners Court departments and all elected offices that utilize the Williamson County technology infrastructure.

FIPS-199
FIPS 199 (*Standards for Security Categorization for Federal Information and Information Systems*) is a publication issued by the National Institute of Standards and Technology within the U.S. Department of Commerce. It provides a standardized way to categorize information and information systems in a secure way.

Government Record
A record that is created, collected, stored for, or used by the government for transaction of business by an employee, officer, elected official, or agent of the government.

Information
Collection(s) of **data** which have been processed, interpreted, organized, and structured.

Information System
Any technology used to collect, process, store, transmit, or display data in support of county department business objectives

Protected Data or Information
Data or collections of data which are subject to access control as *legally* required for the protection of an individual's identity, health, safety, privacy, or reputation; and for the protection of the integrity of data used by the county to accomplish the county's objectives.

Record
A collection of meaningful data and information assembled into a document, paper, report, letter, book, map, photograph, sound, or video recording, regardless of its classification.

Redaction
The masking or removal of Confidential or Protected Data or Information prior to authorized release.

Risk

The combination of the probability of an adverse event and its potential impact; relative measure of the absence of absolute safety and security.

Security Controls
Physical, technical, and administrative controls put in place to ensure successfully maintained confidentiality, integrity, and availability of data as well as the systems used to manage, access, and use that data.

Sensitivity
A measure of how much harm could occur were data or information to be disclosed without due process and consideration. Sensitive information is more closely associated with personal identity. Data is considered sensitive if its disclosure could reasonably result in harm or undue hardship to (an) individual(s).

TSLAC
Texas State Library and Archives Commission

User
Any employee, elected official, volunteer, intern, external agency employee, vendor, contractor, or 3rd-party that accesses Williamson County information, information system(s) or devices(s).

Policy

Data shall be collected, stored, protected, accessed, released, and destroyed by Williamson County according to the data's intended purposes, classifications, and retention requirements or as otherwise required by law. Any standards, procedures and guidelines created by county offices and departments pertaining to management of electronic data shall be subject to this policy.

A. Data Management Principles

1. Management of Williamson County's Government Records shall:
    a. Be based on the value and risks associated with the data;
    b. Meet or exceed appropriate levels of protection as required by law;
    c. Account for ethical, legal, proprietary, and privacy considerations; and
    d. Recognize that data classifications are contextual and subject to change. Assigned Data Classifications shall be periodically reviewed.
2. Ownership and Availability of County Data
    a. Regardless of form or format, all data which is used, gathered, or created at the cost of Williamson County or in support of the transaction of County business shall remain the property of the County.
    b. Data Owners shall be responsible for appropriate classifications of data's confidentiality and criticality.
    c. Data Custodians shall be responsible for the appropriate safeguard of data based on its classification.
3. Retention of data shall be:
    a. in accordance with pertinent TSLAC Retention Schedules and any applicable state and federal statutes and regulations; and

b. in a manner allowing it to be reliably accessible to intended audiences, and in accordance with relevant County Data Loss Prevention Standards and Procedures.

B. Data Classifications

1. **Confidentiality / Sensitivity**
   Confidentiality is determined by the Data Owner and based on federal and state law and regulations, standards, and/or industry best practices applicable to local governments and specific business segments. Questions regarding classification of data shall be addressed by Data Owners with guidance of Williamson County's General Counsel.

   a. **Low (None):**
      1. Neither confidential nor controlled in its distribution.
      2. Integrity and accuracy of data and information shall be maintained by custodian.
      3. In accordance with the intentions of the Texas Public Information Act, this data and information ***may*** be posted in common areas accessible by all users.
      4. Examples: Statistical reports, quick fact sheets, unrestricted directory information, general educational content available to the public at no cost, social media posts by Public Information Office, government meeting notes and agendas required to be publicly posted by law.

   b. **Moderate (Controlled)**:
      1. Intended for limited distribution.
      2. May present the risk of security compromise or other (financial / asset) loss if disclosed to unauthorized or malicious groups or individuals.
      3. Public release may be subject to redaction of sensitive elements.
      4. Consultation with document author(s) is recommended prior to release of information to the public domain.
      5. Examples: Security-related information

   c. **High (Confidential / Restricted)**:
      1. Data and information are specifically protected by state and/or federal law (e.g., HIPAA, CJIS, FERPA, PCII) or deemed protected by a recognized court.
      2. Unwarranted disclosure would be a violation of federal or state regulations, contractual constraints and/or legally binding order.
      3. Examples: Patient information, protected health information (HIPAA), certain student education records (FERPA), credit card numbers (PCII), social security numbers, criminal justice information (CJIS).

2. **Criticality**
   Criticality is defined with guidance prescribed by **FIPS-199**. Data Owners are responsible for establishing criticality classifications. Data Custodians are responsible for application of security controls for protection of data confidentiality, integrity, and availability.

   a. Low
   Loss of confidentiality, integrity, or availability could be expected to have a **limited** adverse effect on organizational operations or assets. Adverse effects on individuals

may include but are not limited to, loss of the privacy to which individuals are entitled to under law.

LIMITED adverse effect examples:

- Cause a degradation in mission capability to an extent and duration that the organization can perform primary functions, but *effectiveness and efficiency are noticeably reduced*.
- Result in *minor damage* to organizational assets.
- Result in *minor financial loss.*
- Result in *minor harm* to individuals.

b. Moderate

Loss of confidentiality, integrity, or availability could be expected to have a **serious** adverse effect on organizational operations, organizational assets, or individuals.

SERIOUS adverse effect examples:

- Cause a significant degradation in the mission capability to an extent and duration that the organization can perform its primary function, but the effectiveness and efficiency is significantly reduced
- Result in significant damage to organizational assets
- Result in significant financial loss
- Result in significant harm to individuals that does not involve loss of life or serious life-threatening injury

c. High

Loss of confidentiality, integrity, or availability could be expected to have a severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals.

SEVERE or **CATASTROPHIC** adverse effect examples:

- Cause severe degradation in or loss of mission capability to an extent and duration that the organization is *not able to perform one or more* of its primary functions
- Result in major damage to organizational assets
- Result in material financial loss
- Result in severe or catastrophic harm to individuals involving loss of life or serious life-threatening injuries

C. Data Storage and Protection

1. Users with access to county data shall attest to receipt of this policy, and comply with other county policies governing access to information and information systems, specifically including:
    a. Acceptable Use Policy and associated documents
    b. Access Controls Standard and Procedures and associated documents
    c. Cybersecurity Awareness Training Policy
    d. Pertinent departmental standards and procedures for information management

2. Regardless of data classification or form, all data useful to the County and its constituents shall be protected against accidental or malicious disclosure, modification, ransom, or destruction.
    a. Data protection methods (e.g., backup or redundancy), shall be adequate to meet business continuity and disaster recovery requirements for each dataset.

b. Where a Williamson County IT user serves as Data Custodian, Data Owners shall define protection requirements for each data set in coordination with IT staff.

3. Backup data shall have at least the same levels of protection as required for the original source data. Retention of backup data shall allow for adequate business continuity and disaster recovery objectives.
   Specific protection applied to data shall:
   a. Have availability based on classifications defined in this document; and
   b. Apply to protection of data and information:
      i. During data transmission or storage; and
      ii. Against unintended and unwarranted modification or distribution until the end of its retention period or until its destruction.

4. To ensure adequate and appropriate protections can be applied to electronic data, only county-provided tools, applications, machines, and services shall be used for data collection, sharing, and storage. Non-County managed tools are expressly prohibited for the creation or storage of **Protected Data or Information** as defined herein. ***Confidential data shall not be transmitted using personal, non-county-managed cellular devices***.

5. ***Use of unapproved information storage, exchange, or collection services (including but not limited to Dropbox, Google, Yahoo, unencrypted removable USB or disk drives, and other similar services) for primary or copied instances of ANY county-owned protected data is expressly prohibited.*** Such sites and services may not afford the levels of protection appropriate to guard against data compromise or data loss.

6. Vendors and agents of Williamson County shall adhere to applicable principles established by this policy and adherence shall be accounted for in Business Associate Agreements (BAA) and other contractual acknowledgements. Data Owners are responsible for the accounting of those BAA and signed agreements.

D. Records and Information Release

1. Any records as defined in this policy shall only be released to recipients through established due process using established channels for records requests. Records requests shall be directed to:
   a. Williamson County Attorney's office for non-law enforcement related records
   b. Williamson County HR for employee-related records
   c. For law enforcement related records, the office of the elected official with jurisdiction
   d. The office and data owner with charter to routinely release records and information for business purposes, with guidance from Williamson County Legal Counsel or the County Attorney's office.
   e. The Public Affairs office should be consulted for release of information associated with potential media interest.
2. Certain data may be considered explicitly protected for interests of County or personnel security

E. Examples of Explicitly Protected Data

Examples of data and information that are explicitly protected and should be treated with the highest protection available include, but are not necessarily limited to:

1. Login Credentials for information systems
2. Information protected by regulatory agencies (FERPA, CJIS, HIPAA, etc.)
3. Credit card details
    a. 16-digit numbers
    b. Expiration dates
    c. CVV number
4. Sensitive financial details (user or non-user)
5. Sensitive personal information (user or non-user)
6. Non-public information related to competitive bidding (RFPs, trade secrets, etc.…)
7. Information protected by privilege (doctor-patient, attorney-client, etc.…)
8. Information exempted from disclosure under state open records laws
9. Information or facts related to critical infrastructure security or critical business functions which could reasonably pose threat of loss to the public interest if disclosed

F. Specific Protection Required

Some data are subject to special consideration and prohibited from disclosure under federal and / or state laws and judicial rules. These data shall be classified and managed accordingly by Williamson County Data Owners and Data Custodians.

Exceptions

Compensating security controls may be required for exceptions to this policy.

Exceptions to technology-related policies, standards, and procedures **may be** conditionally granted, and **must be** documented via the Policy Exception Procedure and approved by the department head of the department requesting the exception, and by Williamson County ITS.

Certain exceptions may require authorization by or consultation with Williamson County Human Resources, Purchasing, Facilities, Legal Counsel, Risk Management, Auditor's Office, Budget Office, and/or Commissioner's Court.

Conflicts

Any ambiguities, conflicts, or questions related to this policy in conjunction with any other policy or legal authority should be referred to the Chief Information Officer for Williamson County ITS.

Violations

Violations of this policy or suspected security breaches shall be immediately reported to Williamson County Information Technology and remediated within a period determined to be reasonable by the Data Owner and Data Custodian for the data or information systems not in compliance with this policy.

Violations of this policy are subject to immediate remediation in the interest of the security of county assets and resources. Immediate remediation may involve quarantine of hardware from connection to Williamson County Information Systems.

Violations of this policy may constitute concurrent violation of the Williamson County Acceptable Use Policy, and result in escalating disciplinary actions up to and including termination of employment.

Misuse or abuse, intentional or unintentional, malicious, or benign, of electronic systems and services may result in immediate, temporary suspension or permanent revocation of user credentials and disciplinary action, up to and including termination of employment.

Related Statutes, Policies, and Authorities

County

Acceptable Use Policy
Access Control Policy
Access Controls Standard and Procedures
Cybersecurity Awareness Training Policy
Cybersecurity Guidelines for Users Processing Public Email
Data Loss Prevention Standard and Procedures
Non-Digital Records Management Plan for Non-Elected Offices

State

Texas Local Government Records Act (Title 6, subtitle C, Texas Local Government Code)
Texas Public Information Act (Chapter 552, Texas Government Code)
TSLAC Local Government Retention Schedules, current amendment

Federal

FEDERAL INFORMATION PROCESSING STANDARDS (FIPS) 199: *Standards for Security Categorization of Federal Information and Information Systems*

Contact Office

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to a user's department leadership. Department leadership should contact the ITS Service Desk for appropriate routing. ITS Service Desk hours are 0500 – 2000 on county working days.

Employee Portal: ServiceNow
Email: servicedesk@wilco.org
Phone: 512-943-1456

Administrative Notes

Policy Class: Risk Management
Policy Family: Information Security
Policy: Data Management Policy

Responsible: ITS Director of Policy
Accountable: ITS CIO
Consulted: Human Resources, Risk Management, Legal Counsel
Informed: All Users with Attestation

Revision History

Version	Date	Description
2.0		Adoption by Williamson County Commissioners Court
1.1	11/22/2022	Incorporate changes based on HR, Legal, Risk Management feedback.
1.0	9/22/2022	First version towards ITS GRC Engineering, CIS, NIST compliance.

Commissioners Court - Regular Session **18.**

Meeting Date: 03/21/2023

ONESolution CAD License Fees from Central Square/Superion, LLC for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement #2023143 for ONESolution CAD Llicense Fees from Central Square/Superion, LLC in the amount of $33,600.00 and authorizing execution of the agreement. The sole source designation of Central Square/Superion was approved by the Commissioner's Court on 5/5/2020, Item #65 and is valid for 36-months.

Background

Approval of this item will support the health and public safety of residents in Williamson County. Central Square/Superion is currently the sole source provider of public safety software to include the CAD. The sole source designation of Central Square/Superion was approved by the Commissioner's Court on 5/5/2020, Item #65 and is valid for 36-months. The designation or a solicitation will need to be established for the next procurement. The agreement attached is for four (4) ONESolution CAD licenses. IT and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0523.005741 as per FY23 budget. Department contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 10:42 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:52 PM
Form Started By: Mary Watson		Started On: 03/07/2023 03:40 PM
Final Approval Date: 03/16/2023		

DocuSign Envelope ID: B4128067-9275-4C99-9940-7BCAE457535B

SALES ORDER
PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Williamson County Sheriff's Office, TX ("Customer") and Superion, LLC, a CentralSquare Technologies, LLC company ("CentralSquare") and shall be effective as of the date of the last signature herein.

Quote Number: [redacted] is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Software

100 % due upon execution of this Sales Order

Payment due in full 30 days from date of invoice. Annual maintenance shall be due one year from execution. Annual maintenance is subject to increase of 5% per year.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: Software License and Services Agreement dated March 30, 2010 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide CentralSquare with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to CentralSquare shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay CentralSquare in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Superion, LLC, a CentralSquare Technologies, LLC company	**Williamson County**
1000 Business Center Drive DocuSigned by: Lake Mary, FL 32746	
By: Ron A Anderson 6769F1AD774045B...	By:
Print Name: Ron A Anderson	Print Name:
Print Title: Chief Sales Officer	Print Title:
Date Signed: 3/6/2023	Date Signed:

DocuSign Envelope ID: B4128067-9275-4C99-9940-7BCAE457535B

Exhibit A

Quote

Quote #: [redacted]
Primary Quoted Solution: ONESolution
PS **Quote expires on:** March 31, 2023

Quote prepared for:
Janessa Stephens
Williamson County Sheriff's Office
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
(512) 943-1300

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	ONESolution CAD Client AVL License License Fee	4	1,500.00	- 960.00	5,040.00
2.	ONESolution CAD Console License License Fee	4	6,500.00	- 4,160.00	21,840.00
3.	ONESolution CAD Map Display & Map Maintenance Software License License Fee	4	2,000.00	- 1,280.00	6,720.00

Software Subtotal	$40,000.00 USD
Discount	- 6,400.00 USD
Software Total	33,600.00 USD

DocuSign Envelope ID: B4128067-9275-4C99-9940-7BCAE457535B

QUOTE SUMMARY

Software Subtotal	$40,000.00 USD
Quote Subtotal	40,000.00 USD
Discount	- $6,400.00 USD
Quote Total	**33,600.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	8,000.00
FIRST YEAR SUBSCRIPTION TOTAL	$0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

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This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Commissioners Court - Regular Session **19.**

Meeting Date: 03/21/2023

Approval of Purchase for Palo Alto Network Security System with Presidio Networked Solutions Group LLC for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement #2023161 for Palo Alto Network Security System between Williamson County and Presidio Networked Solutions Group, LLC in the total amount of $61,254.19, pursuant to the DIR contract #DIR-TSO-4315, and authorizing the execution of the renewal agreement.

Background

The Palo Alto Network Security System will provide premium support for firewall maintenance, threat prevention, advanced URL filtering, and network protection. The attached quote has the detailed information. System support will run through 4/5/2024. Funding source is 01.0100.0503.004500 as per FY23 budget. Budget and IT have approved the renewal. Department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presidio Palo Alto Redacted quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 11:21 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:57 PM
Form Started By: Mary Watson		Started On: 03/14/2023 02:00 PM
Final Approval Date: 03/16/2023		

PRESIDIO™

QUOTE: [redacted]
DATE: 03/10/2023
PAGE: 1 of 4

TO:
Williamson County
Rory Tierney
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rory.tierney@wilco.org
(p) (512) 943-1457
(f) (512) 943-1672

FROM:
Presidio Networked Solutions Group, LLC
Stephen Jolley
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

sjolley@presidio.com
(p) 8133213967

BILL TO:
Williamson County
Accounts Payable
301 SE Inner Loop- Suite 105
Info Technology Srvs
Georgetown, TX 78626

accountspayable@wilco.org
(p) 512-943-1500

SHIP TO:
Williamson County

301 SE Inner Loop- Suite 105
Info Technology Srvs
Georgetown, TX 78626

Customer#: [redacted]
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Williamson County - Palo Alto Renewal 2023

Contract Vehicle: Texas DIR-TSO-4315 immixTechnology

#	Part #	Description	List Price	Unit Price	Qty	Ext List Price	Ext Price
1	PAN-SVC-PREM-220-R	Premium support renewal, PA-220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Comments:** **Serial #s:** [redacted]	$210.00	$189.00	3	$630.00	$567.00
2	PAN-PA-220-TP-HA2-R	Threat prevention subscription for device in an HA pair renewal, PA-220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Comments:** **Serial #s:** [redacted]	$180.60	$131.84	2	$361.20	$263.68
3	PAN-PA-220-ADVURL-HA2-R	Subscription Advanced URL Filtering, 1-year, PA-220, HA Pair Renewal **Comments:** 04/05/2023 to 04/05/2024 Serials [redacted]	$320.00	$233.60	2	$640.00	$467.20
4	PAN-PA-220-WF-HA2-R	WildFire subscription renewal for device in HA pair, PA-220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$180.60	$131.84	1	$180.60	$131.84
5	PAN-PA-220-WF-HA2-R	WildFire subscription renewal for device in HA pair, PA-220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$193.96	$141.59	1	$193.96	$141.59
6	PAN-PA-220-TP-R	Threat prevention subscription renewal, PA-220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$197.80	$144.39	1	$197.80	$144.39

7	PAN-PA-220-WF-R	WildFire subscription renewal, PA-220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$197.80	$144.39	1	$197.80	$144.39
8	PAN-SVC-PREM-3220-R	Premium support renewal, PA-3220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Comments:** **Serial #s:** [redacted]	$3,660.00	$3,294.00	2	$7,320.00	$6,588.00
9	PAN-PA-3220-TP-HA2-R	Threat prevention subscription for device in an HA pair renewal, PA-3220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$3,156.20	$2,304.03	2	$6,312.40	$4,608.06
10	PAN-PA-3220-ADVURL-HA2-R	Subscription Advanced URL Filtering, 1-year, PA-3220, HA Pair Renewal **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$5,500.00	$4,015.00	2	$11,000.00	$8,030.00
11	PAN-PA-3220-WF-HA2-R	WildFire subscription for device in an HA pair renewal, PA-3220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$3,156.20	$2,304.03	2	$6,312.40	$4,608.06
12	PAN-PA-3220-GP-HA2-R	GlobalProtect subscription for device in an HA pair renewal, PA-3220 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$3,156.20	$2,304.03	2	$6,312.40	$4,608.06
13	PAN-PA-3220-DNS-HA2-R	DNS Security subscription for device in an HA pair renewal, PA-3220 **Comments:** 04/05/2023 to 04/05/2024 Serials [redacted]	$3,156.20	$2,304.03	2	$6,312.40	$4,608.06
14	PAN-SVC-PREM-820-R	Premium support year 1 renewal, PA-820 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Comments:** **Serial #s:** [redacted]	$920.00	$828.00	2	$1,840.00	$1,656.00
15	PAN-PA-820-TP-HA2-R	Threat prevention subscription renewal for devices in HA pair, PA-820 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$791.20	$577.58	2	$1,582.40	$1,155.16
16	PAN-PA-820-ADVURL-HA2-R	Subscription Advanced URL Filtering, 1-year, PA-820, HA Pair Renewal **Comments:** 04/05/2023 to 04/05/2024 Serials [redacted]	$1,380.00	$1,007.40	2	$2,760.00	$2,014.80

17	PAN-PA-820-WF-HA2-R	WildFire subscription renewal for devices in HA pair, PA-820 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$791.20	$577.58	2	$1,582.40	$1,155.16
18	PAN-PA-820-GP-HA2-R	GlobalProtect subscription renewal for devices in HA pair, PA-820 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$791.20	$577.58	2	$1,582.40	$1,155.16
19	PAN-PA-820-DNS-HA2-R	DNS Security subscription renewal for devices in HA pair, PA-820 **Comments:** 04/05/2023 to 04/05/2024 Serials [redacted]	$791.20	$577.58	2	$1,582.40	$1,155.16
20	PAN-SVC-PREM-PRA-25-R	Premium support renewal, Panorama 25 devices **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$1,940.00	$1,746.00	1	$1,940.00	$1,746.00
21	PAN-SVC-PREM-850-R	Premium support year 1 renewal, PA-850 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$1,940.00	$1,746.00	2	$3,880.00	$3,492.00
22	PAN-PA-850-TP-R	Threat prevention subscription renewal year 1, PA-850 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$1,849.00	$1,349.77	2	$3,698.00	$2,699.54
23	PAN-PA-850-ADVURL-R	Subscription Advanced URL Filtering, 1-year, Renewal, PA-850 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Comments:** **Serial #s:** [redacted]	$3,230.00	$2,357.90	2	$6,460.00	$4,715.80
24	PAN-PA-850-WF-R	WildFire subscription renewal year 1, PA-850 **Start Date:** 04/05/2023 **End Date:** 04/05/2024 **Serial #s:** [redacted]	$1,849.00	$1,349.77	2	$3,698.00	$2,699.54
25	PAN-PA-850-DNS-R	DNS Security subscription renewal year 1, PA-850 **Comments:** 04/05/2022 to 04/05/2023 Serials [redacted]	$1,849.00	$1,349.77	2	$3,698.00	$2,699.54

Total List Price:	**$80,274.56**
Sub Total:	**$61,254.19**
Grand Total:	**$61,254.19**

PRESIDIO™

QUOTE: [redacted]
DATE: 03/10/2023

This quote is governed by Terms and Conditions of Texas DIR-TSO-4315 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4315
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

Commissioners Court - Regular Session **20.**

Meeting Date: 03/21/2023

Approval of Agreement for Data Sharing with Benefitfocus.com, Inc. and Virgin Pulse for the HR/Benefits Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Data Sharing Agreement (DSA) that will allow Benefitfocus.com, Inc. to provide an electronic file feed to Virgin Pulse at no cost to Williamson County and authorizing the execution of the agreement. The fee for the automated feed was incurred and paid for in FY22 to Benefitfocus.com, Inc.

Background

This service will allow Benefitfocus.com, Inc. to provide an automatic file feed data transmission to Virgin Pulse. This automated file feed will profile all employees for setup in the Virgin Pulse benefits platform. This is needed to automate the file feed received by Virgin Pulse for seamless data transmission. Currently, our IT Department, has partnered with the HR Benefits Team and has manually created a file feed that is sent weekly to Virgin Pulse. For efficiency purposes the automated file feed is the best option going forward. Benefitfocus.com, Inc. has provided this service for the County's other platforms. Department Point of Contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Data Sharing Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 09:58 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:51 PM
Form Started By: Kim Chappius		Started On: 03/06/2023 12:16 PM
Final Approval Date: 03/16/2023		

DocuSign Envelope ID: B6B38B37-6863-43F6-A55F-C0A87D5BA7D4

DATA SHARING AGREEMENT

This Data Sharing Agreement (the "**Agreement**"), is entered into by and between Virgin Pulse, Inc., a Delaware corporation having its principal place of business located at 75 Fountain Street, Suite 310, Providence, Rhode Island 02902 ("**Virgin Pulse**") and Benefitfocus.com, Inc., a South Carolina corporation having its principal place of business located at 100 Benefitfocus Way, Charleston, SC 29492 ("**Vendor**"), (individually, a "Party" and collectively the "**Parties**") as of the date this Agreement is fully executed ("**Effective Date**"), for the purpose of enabling Virgin Pulse to administer the Virgin Pulse Program as designed by County of Williamson ("**Client**") for the benefit of its participating members ("**Purpose**").

WHEREAS, for purposes of this Agreement, each Party will be considered a "Discloser" with respect to information that it discloses and a "Recipient" with respect to information that it receives;

WHEREAS, Discloser possesses certain information and data lawfully obtained from one or more individuals with whom Discloser has an established relationship (each such individual being referred to herein as a "**Member**", and such Members' information, data and any derivatives or analyses thereof being collectively referred to herein as the "**Covered Data**") and desires to disclose such Covered Data to the Recipient to effectuate the Purpose set forth above;

WHEREAS, Neither Party is willing to disclose any of the Covered Data to the other without the restrictions on use and disclosure contained in this Agreement;

WHEREAS, Discloser has solicited and obtained all necessary authorizations and consents authorizing the disclosure of the applicable Covered Data to Recipient to effectuate the Purpose;

WHEREAS, Recipient agrees to accept the Covered Data from Discloser in accordance with the terms of this Agreement to effectuate the Purpose; and

WHEREAS, Client has requested the sharing of the Covered Data between the Parties and is in receipt of this Agreement as a signatory for acknowledgement purposes only.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. Covered Data. Subject to the terms and conditions of this Agreement, Discloser hereby agrees to disclose to Recipient the Covered Data, solely to effectuate the Purpose set forth herein. Recipient hereby acknowledges and agrees that Discloser and those individual Members that are the subject of the Covered Data, retain all right, title and interest in and to the Covered Data in its identifiable form. Recipient will not use, process, or disclose any Covered Data except as expressly permitted by this Agreement. Nothing in this Agreement shall prevent the Recipient from completely de-identifying the data in the normal course of business and use such anonymous data for internal service improvement purposes. This Agreement shall not supersede, modify or negate any Business Associate Agreement. services agreement or any other agreement between the Parties and Client. Any such Business Associate Agreement, services agreement or any other agreement with Client shall continue in full force and effect.

2. Term and Termination. The term of this Agreement shall commence as of the Effective Date and shall expire upon the termination of either Party's relationship with Client of which the other Party shall be duly notified of. Either Party may terminate this Agreement if the other Party breaches a material provision and does not cure such breach within thirty (30) days after receipt of written notice of such breach. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Upon termination or expiration of this Agreement Recipient shall destroy or return the Covered Data in its possession or control to Discloser. The provisions of Sections 3, 4, 5 and 6 of this Agreement shall survive any termination or expiration of this Agreement.

3. Recipient Obligations. Recipient shall use the Covered Data solely to effectuate the Purpose as expressly stated in Section 1 and will not disclose or provide the Covered Data to any third party or to Recipient's employees who do

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not have a reasonable need to access the Covered Data in order to perform their responsibilities as contemplated by this Agreement. Without limiting the generality of the foregoing, except as expressly required in furtherance of the Purpose, (a) Recipient will not disclose or provide the Covered Data to any employer, health plan, consultant, contractor or subcontractor, unless required to do so by its obligations to Client, without Discloser's express prior written consent; (b) Recipient will not create any derivative of Covered Data; (c) if the Covered Data is de-identified, Recipient shall not attempt to re-identify the Covered Data (i.e., to return the Covered Data to personally identifiable form) or enable any third party to do so and shall take all precautions reasonably necessary to prevent any re-identification of the Covered Data; and (d) in no event will Recipient publicly disclose any Covered Data. Recipient will make only the minimum number of copies of the Covered Data necessary to effectuate the Purposes. Recipient will not use the Covered Data to create a list or otherwise use the Covered Data to mail, telemarket, or otherwise develop or apply a marketing model to Covered Data. Recipient shall not use the Covered Data for commercial purposes, including, but not limited to, making the Covered Data available for sale, rental or lease. Recipient shall issue appropriate instruction to each employee given access to the Covered Data regarding the restrictions set forth in this Agreement and shall provide physical security of the Covered Data to the same or greater degree that Recipient protects its own most sensitive data, but no less than reasonable care. Recipient shall not process any Covered Data for the purpose of determining credit worthiness or insurability. Recipient will not use, disclose, or process any Covered Data in a way or for a purpose that violates applicable law or any person's rights. If at any time Discloser reasonably requests that any Covered Data be returned or destroyed, and such request does not conflict with Recipient's obligations to Client, Recipient will return or destroy the designated Covered Data. Should a request conflict with Recipient's obligations to Client, Recipient shall notify Client of the request and the Parties and Client shall cooperate to resolve the issue. If Recipient reasonably believes that any Covered Data was provided to Recipient in error, Recipient will promptly inform Discloser or such potential error. Recipient will require any third party to which it discloses any Covered Data, to agree to equally restrictive covenants related to Covered Data as those in present in this Agreement.

4. Breach of Covered Data. As soon as practicable, and in no event later than five (5) business days, unless otherwise required by applicable law, upon becoming aware of any compromise of Covered Data Recipient shall notify Discloser in writing of such compromise. Recipient shall investigate such compromise and remediate the effects of such compromise, including providing notice to impacted individuals and/or governmental authorities. If Discloser incurs any direct or indirect costs and expenses as a result of such compromise, including to investigate, remediate, and mitigate the impact of such compromise, Recipient agrees to reimburse Discloser for such costs and expenses. Upon satisfactory redress of any compromise, Recipient agrees to undertake such actions as reasonably necessary to prevent the recurrence of such incident and provide written assurances to Discloser that appropriate measures have been taken to protect Recipient against the threat of a similar compromise occurring.

5. Warranties; Disclaimer.

(a) Discloser hereby represents and warrants to Recipient that Discloser has the right and authority to execute this Agreement, disclose the Covered Data to Recipient and that the provision of such Covered Data to Recipient hereunder is not in violation or in breach of any law, regulation, contract, agreement or commitment binding upon Discloser.

(b) DISCLOSER DOES NOT WARRANT THAT THE COVERED DATA WILL MEET RECIPIENT'S REQUIREMENTS. RECIPIENT AGREES AND ACKNOWLEDGES THE COVERED DATA IS PROVIDED "AS IS". RECIPIENT BEARS ALL RESPONSIBILITY ARISING FROM ANY RELIANCE UPON INFORMATION PROVIDED OR OBTAINED BY USE OF THE COVERED DATA. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLOSER DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT.

6. Business Associate Status and Obligations**.** The Parties acknowledge and agree that: (a) the Covered Data may include protected health information ("PHI"), as that term is defined and used in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 C.F.R. §§ 160-164 (collectively, "HIPAA"); (b) each Party may be the Client's (or Client's health plan's) Business Associate as defined and governed

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by HIPAA; (c) to the extent required by HIPAA, Client's health plan has required or will require such Party separately to enter into a Business Associate Agreement with the Client (or the Client's health plan), setting forth its obligations pursuant to 45 C.F.R 164.502(e); and (d) Recipient's use and disclosure of the Covered Data shall be governed by this Agreement; however, Discloser's disclosure of PHI contained in the Covered Data to Recipient and Recipient's subsequent use and disclosure of the PHI separate and apart from the Agreement shall be governed by HIPAA and the Client's health plan's applicable Business Associate Agreements with each Party.

7. Indemnity. Discloser shall indemnify Recipient from and against any and all liability, damages, loss, fines, penalties or expense awarded or levied against Recipient (including reasonable fees of attorneys incurred by Recipient in connection with such award or settlement) arising from any claim, demand, action or proceeding initiated by any third party based upon Discloser's breach of Section 5(a).

8. Special Clause. In compliance with Section 201 of the Consolidated Appropriations Act of 2021 (CAA), nothing in this Agreement shall be interpreted as restricting the disclosure of any cost of care or quality of care information from, by or to any group health plan, plan sponsor, or Member associated with the care provided or claims data processed subject to this Agreement.

9. Miscellaneous. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Except in the case of merger, acquisition or change in control, neither Party may assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. In the event of a merger, acquisition or change in control, the assigning Party must provide notice to the other Party of such assignment within twenty (20) business days of such occurrence. This Agreement shall be binding upon the Parties' successors and permitted assignees. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Virgin Pulse and Vendor shall maintain at their own expense during the term of this Agreement professional liability coverage written on a claims-made basis for one (1) year thereafter, written by insurance companies licensed to issue in the state(s) and jurisdictions where they operate and that have an A.M. Best rating of no less than "A".

10. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT. .

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last given below.

[Signatures to Follow]

DocuSign Envelope ID: B6B38B37-6863-43F6-A55F-C0A87D5BA7D4

VIRGIN PULSE, INC.

By (Signature): DocuSigned by: Gina Simonelli Baxter 7093A0F155EE445...

Name (Printed): Gina Simonelli Baxter

Title: VP, Deputy Head of Legal

Date: 3/1/2023

BENEFITFOCUS.COM, INC.

By (Signature): DocuSigned by: Nancy Nunn C2FCD423700D422...

Name (Printed): Nancy Nunn

Title: Corporate Controller

Date: January 25, 2023

CLIENT (Signing for acknowledgement)

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

Commissioners Court - Regular Session **21.**

Meeting Date: 03/21/2023

Approval of Service Agreement and Purchasing Exemption for Tree Pruning Services with The F.A. Bartlett Tree Exper Company for Parks Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement #2023154 between Williamson County and The F.A. Bartlett Tree Expert Company for emergency tree pruning due to storm damage at four (4) park locations with a not-to-exceed amount $49,500.00 and exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and authorizing execution of the agreement.

Background

This Service Agreement is proposed to address tree damage in Williamson County parks caused by winter storm Mara. The Parks Department submitted emergency requisition #131316 for storm damage assistance. The scope of work includes the pruning of various tree species located along park trails to remove branches hanging over high traffic areas, removing hangers and other dangerous situations to make the trails safe for the public. The summary rates include Brushy Creek Regional Trail, Round Rock, TX 78681 in the amount of $14,520.00, Backland Heritage County Park, Georgetown, TX 78626 in the amount of $5,280.00, Southwest Williamson County Regional Park, 3005 C.R. 175, Leander, TX 78641 in the amount of $21,780.00 and Berry Springs Park and Preserve, 1801 C.R. 152, Georgetown, TX 78626 in the amount of $7,920.00 for a total amount of $49,500.00. Budget and Contract Audit have approved this agreement and purchase. Funding Source is 01.0100.0409.004987. Department point of contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 11:35 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:12 PM
Form Started By: Stephanie Robles		Started On: 03/16/2023 09:41 AM
Final Approval Date: 03/16/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT
(Bartlett Tree Experts)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The F.A. Bartlett Tree Expert Company** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date

of the last party's execution below and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider for the services shall be capped and paid in the amount set out in **Exhibit "A"** upon final completion of the services as determined by County. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000

Aggregate policy limits:	$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

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

BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR ~~IN PART~~ BY A PARTY INDEMNIFIED HEREUNDER.

Notwithstanding anything to the contrary, this indemnity will only be as to the scope of ongoing operations of the work which shall be defined as beginning when the performance on the site begins and eding when the performance on the site concludes

~~ME~~
~~ME~~

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract 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. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Service Provider for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

The County also reserves the right to terminate the Contract for default if Service Provider breaches any of the Contract specifications, terms and conditions, including warranties of the Service Provider, if any, or if the Service Provider becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

X.

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

XI.

Severability: 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, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXI.

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

XXII.

REQUIRED FEMA CONTRACT PROVISIONS

The undersigned Service Provider agrees to comply with the following FEMA Required Contract Provisions to the extent that such provisions are applicable under the Contract. For purposes of these FEMA Required Contract Provisions, any reference to "Contractor" shall also mean and include "Service Provider" under this Contact.

SECTION I. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this contract, the contractor agrees as follows:

   1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an

employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION II. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements

of 29 C.F.R. pt. 5 as may be applicable. The Contract Recipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION III. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION V. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

   i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

   ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

   iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

   i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

   ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION VI. DEBARMENT AND SUSPENSION (*Applicable to Contracts over $25,000*)

a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION VII. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION VIII. PROCUREMENT OF RECOVERED MATERIALS (*Applicable to Contracts over $10,000 and involves use of certain materials designated by EPA*)

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION IX. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the contractor is notified of such by a subcontractor as any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or

submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION X. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

   ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	The F.A. Bartlett Tree Expert Company
Authorized Signature	Name of Service Provider
_____	_____
Printed Name	Authorized Signature
Date: _____ ____, 20____	Matthew Farin, Executive Vice President
	Printed Name
	Date: March 14, 2023

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before **60** calendar days.

Cooperative Purchasing Contract or Agreement (if applicable): **N/A**

Exhibit "A"
Quote/Proposal

Brushy Creek Regional Trail, Round Rock, TX 78681

EXECUTIVE SUMMARY:

Group	Recommendation	Number of Trees	Amount
	Storm Damage Repairs	1	$14,520.00
	TOTAL	1	$14,520.00

: Tree and Shrub Work

Storm Damage Repairs

Storm response to prune the various species located at the property along the trail. Damage caused by severe weather event of 02/01/2022. Leave wood chips on site.

Arborist Notes:

- This pruning will consist of safty pruning only. Branches that are over high traffic areas will be purned to remove hangers and other dangerous situations to make it safe for the public.

Amount: $14,520.00

Total Amount: $14,520.00

Backland Heritage County Park, Georgetown, TX 78626

EXECUTIVE SUMMARY:

Group	Recommendation	Number of Trees	Amount
	Storm Damage Repairs	1	$5,280.00
	TOTAL	1	$5,280.00

: Tree and Shrub Work

Storm Damage Repairs

Storm response to <removal option> the various species located at the property. Damage caused by severe weather event of 02/01/2022. <disposal>.

Arborist Notes:

- This pruning will consist of safty pruning only. Branches that are over high traffic areas will be purned to remove hangers and other dangerous situations to make it safe for the public.

Amount: $5,280.00

Total Amount: $5,280.00

Exhibit "A"
Quote/Proposal

SW Wilco Regional Park, Leander, TX 78641

EXECUTIVE SUMMARY:

Group	Recommendation	Number of Trees	Amount
	Storm Damage Repairs	1	$21,780.00
	TOTAL	1	$21,780.00

: Tree and Shrub Work

Storm Damage Repairs

Storm response to prune the Multiple Species located at the trail station, softball field and disc golf course. Leave wood chips on site.

Arborist Notes:

- This pruning will consist of safty pruning only. Branches that are over high traffic areas will be purned to remove hangers and other dangerous situations to make it safe for the public.

Amount: $21,780.00

Total Amount: $21,780.00

Berry Springs Park, Georgetown, TX 78626

EXECUTIVE SUMMARY:

Group	Recommendation	Number of Trees	Amount
	Storm Damage Repairs	1	$7,920.00
	TOTAL	1	$7,920.00

: Tree and Shrub Work

Storm Damage Repairs

Storm response to prune the pecans, elms and live oaks located at the property. Leave wood chips on site.

Arborist Notes:

- This pruning will consist of safty pruning only. Branches that are over high traffic areas will be purned to remove hangers and other dangerous situations to make it safe for the public.

Amount: $7,920.00

Total Amount: $7,920.00

General Terms Commercial

The F.A. Bartlett Tree Expert Company ("**Bartlett Tree Experts**") provides tree-care and related services to commercial and government clients. The agreed upon "Work" has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of Work, the Goals, the Specifications, the Schedule for the Work, and the Payment Terms. These general terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1
TREE RISK

1.1 **Tree Risk**

(a) The Client acknowledges that having trees on one's property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.

(b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to inspect and report to the Client on risks to, and risks posed by, trees on or near the Client's property.

(c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client's property is for the Client to arrange to have them inspected by a qualified arborist annually and after each major weather event to identify any defects or other conditions that present the risk of tree failure. Then, once inspected, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2
THE WORK

2.1 **Ownership**

The Client states that all trees and other vegetation within the scope of the Work are owned by the Client or that the owner has authorized the Client to include them within the scope of the Work.

2.2 **Insurance**

(a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers' compensation laws.

(b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.

2.3 **Compliance**

(a) Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute's A-300 Standards for tree care.

(b) The Client is responsible for obtaining and paying for all required local permits.

2.4 **Access over Roads, Driveways, and Walkways**

(a) The Client shall arrange for Bartlett Tree Experts' representatives, vehicles, and equipment to have access during work hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during work hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.

(b) The Client acknowledges that Bartlett Tree Experts is not responsible for damage to driveways, walkways, septic tanks, wells, underground irrigation, and other human-made surface or subsurface features caused by Bartlett Tree Experts trucks and equipment accessing, and being present in, areas where the Work is performed.

2.5 **Access through a Dwelling or Building**

If the Work requires access through the interior of the Client's dwelling or the common interior areas of a multi residence or commercial building, the Client states that they have the authority to allow this access, or the owner has authorized the Client to allow this access in order for the Work to be completed as stated on the Client Agreement.

2.6 **Concealed Features**

(a) The Client acknowledges that the Work could be delayed or made more expensive by the presence of features that are not apparent to Bartlett representatives ("**Concealed Features**"). Concealed Features could be above ground or underground and could be human-made (including irrigation systems, underground lighting, septic systems, pipes, oil tanks, utility lines, masonry, or concrete) or natural (including rocks and insect nests). The Client states that it has notified Bartlett Tree Experts of all Concealed Features that it is aware of in those areas where the Work is to be performed.

(b) Bartlett Tree Experts will not be liable for damage to Concealed Features that the Client does not notify Bartlett of in writing.

(c) If Concealed Features prevent the Work from continuing, the Client agrees to pay Bartlett Tree Experts for the all portions of the Work completed up until the time the concealed features became apparent and delayed or prevented the Work from continuing. The Client also agrees that in the event that the Concealed Features prevent any further Work from proceeding, or significantly alter the costs of the remainder of the Work within the Agreement, then the remainder of the Agreement between the Client and Bartlett Tree Experts will be considered nullified, with neither party having any further obligations to the other, and a new written agreement will be formed prior to any further Work being performed.

2.7 **Potential Harm to Animals**

The Client acknowledges that pets and other animals might be harmed if they swallow tree debris, such as sawdust, leaves, or branches, created during performance of the Work. Bartlett Tree Experts cleans up sawdust and other debris it creates in working on a tree, but it is unrealistic to expect that it will dispose of every piece of sawdust or debris. The client is responsible for ensuring that pets and other animals are kept from any area where debris created during the Work is present until such time as exposure of any remaining debris to the elements has sufficiently reduced the risk of harm to animals.

2.8 **Weather-Event Damage**

The Client acknowledges that because remediating weather-event damage might result in further damage to a structure, property, or landscaping feature already damaged in that weather event regardless of the care taken, Bartlett Tree Experts will not be responsible for any such further damage to any structure, property or landscaping feature when remediating or removing trees or tree parts that have fallen on structures, patios, decks, fences, driveways, or hardscapes are part of the Work.

2.9 **Cables, Braces and Tree-Support Systems**

(a) The Client acknowledges that cables, braces or tree support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.

(b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.10 **Lightning Protection Systems**

(a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

(b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

2.11 **Recreational Features**

(a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.

(b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

2.12 **Tree Removal and Pruning**

(a) The Client acknowledges that in removing or cutting down a tree as part of the Work, Bartlett Tree Experts will cut the tree approximately 12 inches from the ground. The Client understands that any remaining stump may present a tripping hazard, and the Client should mark the area if necessary. Removing or grinding stumps is not included as part of tree removal unless stated in the Client Agreement.

(b) If pruning tree limbs or shrubs is part of the Work, Bartlett Tree Experts will develop specifications to help meet the present goals of the Client, in accordance with industry standards. Trees and shrubs will typically require follow up pruning at various intervals to maintain a Client's goals. Based on those goals; and the species, size, location, health, and growth pattern of the tree(s) or shrub(s) which are pruned, the Client should conduct routine monitoring of each tree or shrub and communicate the need for future pruning to a qualified arborist in order to maintain the established or desired plant form or objectives.

2.13 **Trees Infested with Emerald Ash Borer**

(a) The Client acknowledges that Ash trees or other trees infested with emerald ash borer can become extremely brittle and dangerous within a short period of the infestation, and the conditions of such trees could adversely change between the time a proposal to work on such a tree was written, and the time that the work is scheduled for completion.

(b) The Client understands that if any tree or trees infested with emerald ash borer have become too dangerous to access,

climb, prune, or rig from without risking injury or damage to the Client's property, then that portion of the proposal will be considered nullified, with neither Bartlett Tree Experts nor the Client owing anything to the other for that portion of the Work, and a new proposal will need to be written and agreed upon before any work can proceed on any such infested tree.

2.14 **Tree Care Maintenance or Recurring Programs**

(a) If the Client Agreement is for ongoing tree care or landscape maintenance or for a recurring maintenance or plant health care program for trees, plants or turf areas, the Client acknowledges that the purpose of this type of agreement is to maintain tree, shrub, or turf health and beauty.

(b) The Client understands that any inspections that may be conducted during any such ongoing tree care, landscape maintenance, or recurring maintenance or plant health care type contracts are for the purpose of evaluating plant health, and determining any appropriate treatment recommendations according to the client's tree, shrub or turf health needs, and are not meant to be a safety inspections, or tree risk assessments.

(c) The Client also understands that in no way does Bartlett Tree Experts imply nor should the Client infer that Bartlett Tree Experts assumes the responsibility for inspecting, identifying, or correcting hazards or safety issues on or near the Client's property, or conducting tree risk assessments during the course of any of its ongoing tree care, landscape maintenance, or reoccurring maintenance contracts.

2.15 **Stump Grinding**

(a) If the Work includes stump-grinding services, the Client acknowledges that grinding will take place well below ground level, and the Client understands that the stump grinding area might present a tripping hazard, and the Client should mark the area if necessary until the Client removes the stump grinding debris and fills the stump grinding holes with soil to grade.

(b) Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to remove stump-grinding debris filling stump-grinding holes, or fill stump grinding holes to grade with soil.

(c) If tree grates or metal grates or other man made protective features existed prior to the stump removal, it is the Client's responsibility to ensure that the grates or manmade features are re-installed correctly after the stump removal and do not pose a tripping hazard.

2.16 **Root Pruning**

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the scope of the Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

2.17 **Tree Risk Assessments and Inventories**

(a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a level I, II, or III Tree Risk Assessment for any tree or group of trees to the Client in accordance with industry standards, the Client understands that any risk ratings and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory,

(b) The Client acknowledges that any recommendations made to mitigate risk factors or manage tree populations will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation practices, remove the risk factors, or manage the trees rests solely with the client.

(c) The Client understands that all risk ratings used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree or trees not having a condition class of poor or dead, or not showing a potential failure to be likely or imminent, are "safe" or will not fail in any manner.

(d) The Client understands that it is the Client's responsibility to ensure that the assessed tree or trees are continually inspected and reassessed periodically, or after any major weather event, in order to ensure that risk rating information or any other information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.18 **Client Trees in Hazardous Condition**

If the Client Agreement specifies that one or more trees within the scope of the Work are in hazardous condition, are high or moderate risk, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

2.19 **Plant Health Care or Soil Care and Fertilization Treatments**

(a) Bartlett Tree Experts states that plant health care and/or soil care and fertilization treatments will be conducted in accordance with industry standards for such services.

(b) The Client acknowledges that if the Client Agreement requires markers or notification signs to be left on the property, then the signs must be left in place for twenty-four hours or however long is stated on the Client Agreement, whichever is longer. At the end of the prescribed period, it

will be the Client's responsibility to remove and dispose of the signs.

(c) Bartlett Tree Experts will provide the Client with copies of all pertinent product label or safety data sheet information upon request.

(d) The Client acknowledges that plant health care treatments are intended to mitigate pest levels to an acceptable degree, and are not intended to eradicate or eliminate any insect, disease, or other pest entirely.

(e) The Client acknowledges that soil care and fertilization treatments may not have the intended effect if drought conditions or lack of irrigation prevent the tree, shrub, or turf area from receiving adequate water throughout the growing season.

2.20 **Schedule of Plant Health Care or Soil Care and Fertilization Treatments**

(a) Bartlett Tree Experts will schedule all treatments for the appropriate period, given the type of plant, pest, infestation levels, weather patterns, the objectives, and other environmental considerations.

(b) If the Client has requested a specific date within that period for the Client's plant health care treatment, the date will be placed on the agreement. If Bartlett Tree Experts is unable to perform the services on the agreed upon date, due to weather conditions, or other unforeseeable delays, Bartlett Tree Experts will reschedule the treatment for a date agreeable to the Client.

(c) If weather conditions or other unforeseen conditions prevent or delay treatment during periods specified in the Client Agreement, and the Client has not requested a specific date, then Bartlett Tree Experts will automatically reschedule the treatments for the next most appropriate period and notify the Client.

2.21 **Integrated Pest Management**

(a) If the Work includes integrated pest management services, the Client understands that this service will involve plant health care treatments which will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In delivering this service, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.

(b) The Client acknowledges that this service may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

(c) The Client also understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.

(d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.22 **Trees in Poor Health or a Severe State of Decline**

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

2.23 **Fruit-Reduction Treatment**

If fruit-reduction (including olive-reduction) treatment forms part of the Work, the Client acknowledges that although Bartlett Tree Experts will take steps to minimize the extent to which the pesticide used in in this treatment comes into contact with plants under or near the treated trees or shrubs, it is likely that some contact will occur and might damage or kill understory plants. Bartlett Tree Experts will not be liable for any such damage.

2.24 **Fruit Tree or Crop Treatment**

If the Work includes plant health care treatments to mitigate pest damage to fruit trees or other crops, the Client will be responsible for instructing Bartlett Tree Experts which fruit trees or other crops to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase crop yield or value and might not prevent the plants in question from dying.

2.25 **Tick, Mosquito, or Biting Fly Treatment**

The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate the presence of ticks, mosquitos, or biting flies, such treatment can only lower pest thresholds, and cannot eliminate the pests or prevent such pests from biting, stinging, or entering the treated area.

2.26 **Termite or Wood Destroying Organism Treatment**

(a) The Client acknowledges that if the Client Agreement specifies a treatment program to mitigate Formosan termites or any other wood destroying organism from any

tree or trees, that the treatment cannot provide protection against any present or future damage to any structure or structures on the property, nor can it reverse any damage already caused to any such structure or structures on the property.

(b) If Formosan termites or other wood destroying organisms are present on the property, Bartlett Tree Experts recommends that the Client has a qualified structural home inspector inspect the structure or structures for the presence of any termites or wood decaying organisms, as well as any damage, and provide the Client with an appropriate recommendation and report to treat, mitigate or repair the damage.

2.27 **Plant Nursery Services**

If the Work includes treatment to mitigate pest damage to nursery trees or plants, the Client will be responsible for instructing Bartlett Tree Experts which trees or plants to treat. The Client acknowledges that no such treatments can eliminate pests entirely and such treatments might not increase the value of nursery plants and might not prevent the trees or plants in question from dying.

2.28 **Trees Planted and Maintained by Other Contractors**

The Client acknowledges that if trees within the scope of the Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the scope of the Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

2.29 **Trees with Cones and Large Seed Pods**

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

2.30 **Snow Removal**

(a) If snow removal forms part of the Work, the Client acknowledges that the condition of snow and ice on a roof or other structure will vary based on the rate at which snow accumulates, how it is distributed, and the weather it has been exposed to. In removing snow, Bartlett Tree Experts aims to reduce the weight of snow and ice, not remove it entirely. The Client acknowledges that in most cases, existing snow will only be removed down to within a few inches of the roof surface or the ice covering the roof surface, as the case may be, and that any remaining snow and ice might still cause damage.

(b) Bartlett Tree Experts will not be responsible for damage done during snow removal as a result of Concealed Features that the Client does not notify Bartlett of.

(c) The Client acknowledges that because removing snow from a structure or landscaping feature that has already been damaged might result in further damage regardless of the care taken by Bartlett Tree Experts, Bartlett will not be responsible for any further damage to a previously-damaged structure or landscaping feature from which Bartlett Tree Experts removes snow as part of the Work.

2.31 **Installing Lights**

If installing lights and other lighting equipment forms part of the Work, the Client is responsible for providing the lighting equipment and instructing Bartlett Tree Experts where to install it. Bartlett Tree Experts is not responsible for performance and safety of the lighting equipment. The Client is responsible for retaining a licensed electrician to inspect the lighting equipment to check that it is in working order, is safe, and complies with the relevant codes. Bartlett Tree Experts is not responsible for damage done during installation and removal of lighting equipment to any structures (including gutters, decking, and patios), landscaping features (including trees and plants).

2.32 **Tarpaulins**

The Client acknowledges that if as part of the Work Bartlett Tree Experts places a tarpaulin, or touches a tarpaulin, over a damaged structure, that might not prevent further damage to the structure and its contents, and the tarpaulin might not stay secure during subsequent weather events, even if it is competently secured. Bartlett Tree Experts is not responsible for damage to a structure and its contents that occurs after Bartlett Tree Experts places or adjusts a tarpaulin over the structure. The Client acknowledges that if a structure experiences damage that requires placement of a tarpaulin, the Client should promptly contact an appropriate roofing or water-restoration contractor to assess any damage and conduct any needed repairs.

2.33 **Fire Damage**

(a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make preexisting defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.

(b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

2.34 **Cancellation**

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett for all the items of the Work that have been completed and all reasonable costs Bartlett has incurred in preparing to perform the remainder of the Work.

2.35 **Payment**

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3
DISPUTE RESOLUTION

3.1 **Arbitration**

(a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.

(b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

3.2 **Limitation of Liability**

The maximum liability of Bartlett for any losses incurred by the Client arising out of the Client Agreement or Bartlett's performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett.

Article 4
MISCELLANEOUS

4.1 **Client Responsibilities**

(a) The Client is responsible for the maintenance of the client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.

(b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the client's property. It is the responsibility of the client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

4.2 **Unrelated Court Proceedings**

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the scope of the Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred dollars ($200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

4.3 **Notices**

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

4.4 **Amendment; Waiver**

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

4.5 **Conflicting Terms**

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

4.6 **Entire Agreement**

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.

Commissioners Court - Regular Session **22.**

Meeting Date: 03/21/2023

RFP #23RFP58 Williamson County Flood Modeling System for Emergency Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Flood Modeling System, under RFP #23RFP58. Funding Source is P383.

Background

Williamson County is soliciting proposals from firms providing a Flood Modeling System. The budgeted amount is $300,000.00. The funding source is Road Bonds - P383 and the point of contact is Michael Shoe.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 07:22 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:56 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2023 12:11 PM
Final Approval Date: 03/16/2023		

Commissioners Court - Regular Session **23.**

Meeting Date: 03/21/2023

Authorize Issuing RFP #23RFP59 Emergency Disaster Response Services and/or Supplies for Emergency Manageme

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Emergency Disaster Response Services and/or Supplies for Williamson County under RFP #23RFP59.

Background

Williamson County Emergency Services, herein the County, is seeking proposals from experienced and qualified Disaster Response Services and/or Supply firms for a (pre)disaster/(pre)storm contract in support of the County's disaster response and recovery operations. This proposed (pre)event contract will establish no immediate or annual cost to the county for response services and supplies. In the event of a disaster or storm and as directed by the County, the proposed disaster response services and supplies contract will be activated through an official declaration or request. Funding Source: Various funding sources depending on need. Point of Contact: Michael Shoe.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 07:21 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:01 PM
Form Started By: Gretchen Glenn		Started On: 03/15/2023 02:48 PM
Final Approval Date: 03/16/2023		

Commissioners Court - Regular Session **24.**

Meeting Date: 03/21/2023

Approval of Purchase for Training Classes with HeroLight Training, LLC for 911

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 the purchase of Complacency Kills training classes by HeroLight Training, LLC in the amount of $7,200.00, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) [personal or professional service] and authorizing the execution of this agreement.

Background

The 911 Communications Department submitted requisition #131136 along with quotes for two separate training classes. Each session is an eight (8) hour class for Complacency Kills training hosted by a HeroLight Training advisor. The trainings will be held on March 27, 2023, and March 29, 2023, from 8:00 AM until 5:00 PM at a rate of $4,500 per day less a twenty percent (20%) discount for a total of $3,600 for each course and grand total of $7,200. The topics discussed assist the 911 Communications Operators with obtaining and verifying locations and ensuring proper monitoring of radio channels. Budgeted amount: $7,200.00. Funding source: 01.0100.0581.004232. The point of contact is Katherine Wolf.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 10:06 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:59 PM
Form Started By: Stephanie Robles		Started On: 03/14/2023 05:52 PM
Final Approval Date: 03/16/2023		

January 27, 2023

Katherine Wolf
Professional Standards Division Manager
Emergency Communications
Williamson County, TX
Katherine.Wolf@wilco.org

Dear Katherine Wolf,

HeroLight Training is pleased to offer you this quote for 8 hours of training with our Complacency Kills course to be taught 8:00 a.m.–5:00 p.m. March 27, 2023. Our usual rate for this course is $4,500 per day. However, as a customer loyalty bonus, I am prepared to offer you 20% off, making your total $3,600.00 for this course.

I want to reassure you that the topics you mentioned, obtaining and verifying locations and ensuring someone properly monitors radio channels, are part of this course. Additional topics include: not actively checking for stolen vehicle status, not monitoring radio channels, not actively checking for wanted person status, not verifying numerical street address, just going with ALI dump into CAD, not determining the actual address of the incident, using the caller's location as the location of the incident, and minimizing the situation, along with many more elements of complacency.

What's most important to me is to deliver this training to your team. HeroLight Training, LLC is pleased to be a trusted training provider. Please reach out with any questions. I want to serve you and your team this year!

With Gratitude,

Tracy Ertl,
Owner/Lead Instructor
HeroLight Training, LLC
920.737.8051
tracy.ertl@herolightraining.com

January 27, 2023

Katherine Wolf
Professional Standards Division Manager
Emergency Communications
Williamson County, TX
Katherine.Wolf@wilco.org

Dear Katherine Wolf,

HeroLight Training is pleased to offer you this quote for 8 hours of training with our Complacency Kills course to be taught 8:00 a.m.–5:00 p.m. March 29, 2023. Our usual rate for this course is $4,500 per day. However, as a customer loyalty bonus, I am prepared to offer you 20% off, making your total $3,600.00 for this course.

I want to reassure you that the topics you mentioned, obtaining and verifying locations and ensuring someone properly monitors radio channels, are part of this course. Additional topics include: not actively checking for stolen vehicle status, not monitoring radio channels, not actively checking for wanted person status, not verifying numerical street address, just going with ALI dump into CAD, not determining the actual address of the incident, using the caller's location as the location of the incident, and minimizing the situation, along with many more elements of complacency.

What's most important to me is to deliver this training to your team. HeroLight Training, LLC is pleased to be a trusted training provider. Please reach out with any questions. I want to serve you and your team this year!

With Gratitude,

Tracy Ertl,
Owner/Lead Instructor
HeroLight Training, LLC
920.737.8051
tracy.ertl@herolightraining.com

Commissioners Court - Regular Session **25.**

Meeting Date: 03/21/2023

Design and Engineering Services for the Emergency Services Operations Center (ESOC) Data Center

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 a Professional Services Agreement through RFQ #21RFSQ2 to provide design and engineering services at the Emergency Services Operations Center (ESOC) for Data Center Cooling Upgrades to Ramirez-Simon Engineering, LLC in the amount up to $51,895.00 and authorize execution of the agreement. Funding source is P609.

Background

The Consultant is recommended for award on an as-needed basis through RFQ #21RFSQ2. This firm is being recommended for this particular project for their demonstrated experience and qualifications is this category of work. The project scope and schedule are outlined in the attached PSA. The funding source is P609, and the point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 07:44 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:55 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2023 12:10 PM
Final Approval Date: 03/16/2023		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **ESOC Data Center Cooling Upgrades** ("Project")

ARCHITECT/ ENGINEER: **Ramirez-Simon Engineering, LLC** ("A/E")
Steven Simon, Principal1 Chisolm Trail, Suite 450
Round Rock, TX 78681

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

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") 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, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

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

WHEREAS, County intends to **replace existing chilled water CRAC units**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes**, Effective March 15, 2012, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as Exhibit E.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as Exhibit A to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Fifty-One Thousand, Eight Hundred Ninety-Five Dollars ($ 51,895)**, hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in Exhibit A. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in Exhibit B – *Fee Schedule*. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Five Hundred Nineteen Dollars ($ 519)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of

performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

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

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

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

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement 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 A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 Agreement, 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 Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Ramirez-Simon Engineering, LLC
Attn: Steven Simon, Principal
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated

Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement 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 A/E 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 Agreement, 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

A/E: Ramirez-Simon Engineering, LLC
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

Attention: Steven Simon
Principal

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

ARTICLE 11
PROGRESS EVALUATION

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

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in Exhibit C.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in Exhibit C. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in Exhibit A, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

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

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. Should this process need to be repeated due to lack of quality assurance coordination between the components of A/E Work Product, County shall deduct **One Thousand Dollars ($ 1,000)** from the A/E 's Basic Fee for each occurrence until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

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

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

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

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

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

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

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that

County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

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

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

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

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

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE

CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$[1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.
A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.
Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.
A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other**

notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1

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

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as Exhibit F.

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability 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 herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to

be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in Exhibit C may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.
The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or

over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this 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 Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

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.

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or

alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding

mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

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

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

A/E:	**COUNTY**:
Ramirez-Simon Engineering, LLC	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Steven Simon, PE	
Printed Name	Printed Name
Principal	
Title	Title
Date Signed: 3/12/23	Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

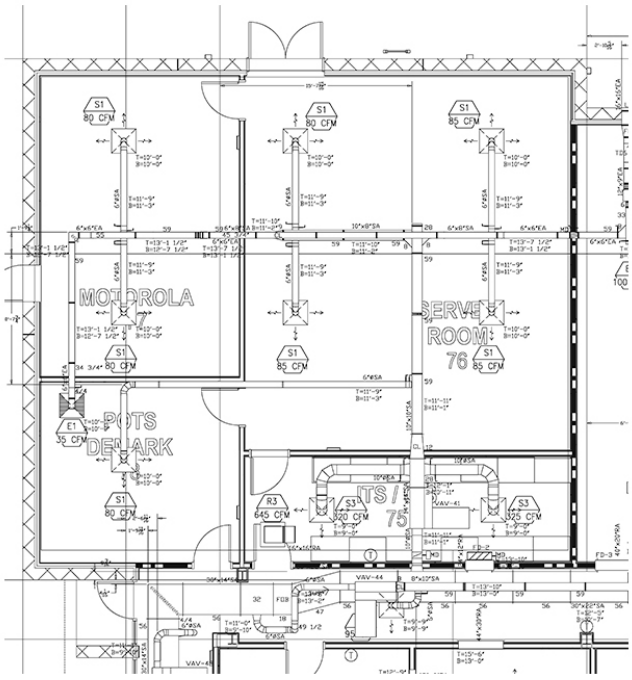
Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

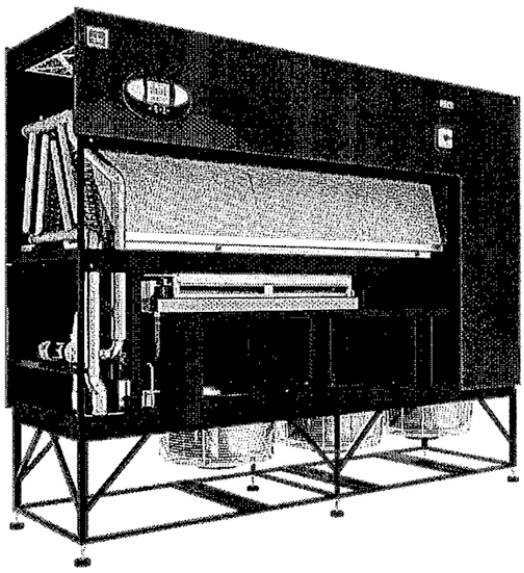
https://www.wilco.org/Departments/Facilities-Management/Documents

SCOPE OF WORK:

Emergency Operations Services Center
911 Tracy Chambers Lane, Georgetown, TX 78626
P609

Design the replacement of the existing Computer Room Air-Conditioning (CRAC) Unit(s) with dual-cooling sources and humidification.





Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phases II-III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phases IV-V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Conduct and oversee pre-construction meeting.

C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

E. Conduct and oversee bi-weekly progress meetings.

F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

I. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

J. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and

is ready for Final Inspection.

K. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**51,895**	100%
87%	**Ramirez-Simon Engineering, LLC**	**$**	**45,105**	
13%	**Structural**	**$**	**6,790**	
Phase I - SCHEMATIC DESIGN		**$**	**16,050**	31%
	Ramirez-Simon Engineering, LLC	$	13,950	
	Structural	$	2,100	
Phases II-III - CONSTRUCTION DOCUMENTS		**$**	**26,750**	52%
	Ramirez-Simon Engineering, LLC	$	23,250	
	Structural	$	3,500	
Phases IV-V - BIDDING, AWARD, AND EXECUTION		**$**	**1,070**	2%
	Ramirez-Simon Engineering, LLC	$	930	
	Structural	$	140	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**6,955**	13%
	Ramirez-Simon Engineering, LLC	$	6,045	
	Structural	$	910	
Phase VII - PROJECT CLOSE-OUT		**$**	**1,070**	2%
	Ramirez-Simon Engineering, LLC	$	930	
	Structural	$	140	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Eighty (680) calendar days** from date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**03/21/23**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	04/04/23
30% Plans, Specifications and Estimate deliverables	04/18/23
County written authorization to proceed to next phase	05/09/23
Phases II-III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	06/08/23
Phases IV-V - BIDDING, AWARD, AND EXECUTION	
County advertises project for Bid	08/07/23
Contract Award	09/06/23
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	09/13/23
Construction Substantial Completion	11/15/24
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	11/29/24
Agreement Termination Date	**01/29/25**

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in

connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business,

Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

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

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

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

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

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

3/10/2023
ESOC CRAC Unit

Ramirez-Simon Engineering, LLC

Signature of Certifying Official

Steven Simon
Printed Name of Certifying Official

Principal
Title of Certifying Official

3/13/23
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Steven Simon (Signatory Name) the Principal (Signatory Title) of Ramirez-Simon Engineering LLC (Entity Name), on behalf of said firm.

NOTARY PUBLIC
Orlando C Jett
Exp. 1/21/2026
ID No.133544574
STATE OF TEXAS

Notary Public in and for the
State of Texas

My commission expires: 01-21-2026

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **26.**

Meeting Date: 03/21/2023

Authorize Issuing RFP #23RFP56 for Williamson County Automated Teller Machine (ATM) Services for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Automated Teller Machine (ATM) Services, under #23RFP56.

Background

Williamson County is seeking an Automated Teller Machine (ATM) provider to supply and service all ATM machines for various County locations. The initial contract term shall be for a period beginning on the date of award and shall expire on or before September 30, 2025. Any extensions will be in (12) twelve month increments for up to an additional (48) forty-eight months, with the terms and conditions remaining the same. The department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 07:19 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:54 PM
Form Started By: Mary Watson		Started On: 03/14/2023 10:50 AM
Final Approval Date: 03/16/2023		

Commissioners Court - Regular Session **27.**

Meeting Date: 03/21/2023

RFP #23RFP2 Commercial Lease of 1401 US Hwy 183, Leander, TX to Operation Liberty Hill, Inc.

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 #23RFP2 Commercial Lease of 1401 US Hwy 183, Leander, TX, to Operation Liberty Hill, Inc., and execution of the agreement.

Background

Williamson County issued a solicitation seeking to lease this property to a non-profit service organization that provides community support to the Liberty Hill area residents. This location has long been established as a community resource center. By way of that, Williamson County seeks to continue to support residents by leasing to an experienced support organization. Support may include but is not limited to temporary housing guidance, food pantry services, job placement support, thrift store operation, donation location and counseling services. Operation Liberty Hill is being recommended for award by the evaluation committee. The rental amount plus current taxes is $1,171.77 per month. This contract will commence November 1, 2025, and expire October 31, 2030. This contract may be renewed for five (5) additional and separate one (1) year periods. This is a revenue generating contract. Revenue line item is: 01.0100.0000.362000 and the point of contact is Kathy Pierce.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement
Vendor Proposal
Bid Form
Scoring Summary

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 07:48 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:56 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2023 12:10 PM
Final Approval Date: 03/16/2023		

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 **Operation Liberty Hill, Inc.**, a Texas non-profit corporation, 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 1401 HWY 183, Leander, Texas 78641 (Baker Estates, Lot B1 pt. and being 1.405 acres more or less) and is further depicted by the overhead image set out in **Exhibit "A"**, which is 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 Five (5) years, commencing on November 1, 2025 ("Commencement Date"), and ending at midnight on October 31, 2030 (the "Initial Term").

B. **Extension Terms.** Following the Initial Term, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for up to Five (5) additional and separate One (1) year terms as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease (each separate extension being referred to as an "Extension Term" and multiple extensions being collectively referred to as "Extension Terms"). Each new Extension Term shall begin on the expiration of the Initial Term or the expiration of the prior year's Extension Term, whichever the case may be. All terms, covenants, and provisions of this Lease shall apply to each Extension Term. The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of Ten (10) years.

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 $100.00 as rent for the Leased Premises, plus 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.

***Should Lessee obtain property tax exemption status during this Lease and no property taxes are assessed against the Leased Premises thereafter, Lessee shall not be required to pay the above-mentioned property taxes as additional rent.**

B. 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 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. SECURITY DEPOSIT. On the execution of this Lease, Lessee shall deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

4. 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). In order to provide payment for both the monthly rent and required monthly Tax payment, Lessee shall request from Lessor the estimated one-twelfth (1/12) monthly Tax payment for the first year of the Initial Term prior to commencement of such Initial Term.

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) days after receipt of the statement.
    b. If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on 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. 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:** Lessee may submit an application and other documentation in order to seek property tax exempt status. In the event that Lessee 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.

5. **ALTERATIONS, IMPROVEMENTS AND UTILITIES.**

A. Alterations and Improvements by Lessee. 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 at any time during the Initial Term or any Extension Term; 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 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) 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) 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) day period. If Lessor fails to object in writing to the proposed alterations or improvements within the twenty (20) 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) days after the required corrections or changes have been noted. Lessor's failure to object to such resubmitted plans and specifications within twenty (20) 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	

<u>All policies provided by the Lessee must provide as follows:</u>

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, it 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 utility facilities either do not exist or they are not in operable condition as of the execution of this Lease and that Lessee shall solely bear all expenses that may be necessary to acquire such 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.

6. 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) 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.

7. **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.

8. **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 commercial non-profit business providing public purpose services and assistance to citizens in and around Williamson County; 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.

9. 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 untenantable, Lessor will have the right to terminate this Lease by written notice to Lessee.

10. 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) 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) 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.

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

12. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without

cause or liability, upon giving One Hundred Eighty (180) days written notice to the non-terminating party. Upon termination pursuant to this provision, Lessee shall surrender the Leased Premises peaceably to Lessor in the state required under this Lease. 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.

13. 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.

14. 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.

15. 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) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

16. 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.

17. 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.

18. 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) 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.

19. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, 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:

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

20. 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: As set out under Lessee's signature block below.

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.

21. 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 November 1, 2025.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20____

LESSEE:

Operation Liberty Hill, Inc.

By: Susan Baker

Printed Name: Susan Baker

Title: Executive Director

Date: March 11, 2023

Address:
Operational Liberty Hill, Inc.
P.O. Box 1081
Liberty Hill, Texas 78642

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"



Evaluation Factors:

Operation Liberty Hill (OLH) was created in 2011 and received their 501c3 nonprofit status in 2012. The organization's first physical location was located in a 800 square foot house on Fellowship Church's property located at 3600 RR 1869 in Liberty Hill. Our lease was a verbal agreement with no rent charged to Operation Liberty Hill and we resided there from 2011 to 2013. The little house is no longer there. Pastor Tim McIlhaney was present at Fellowship Church at that time and is the pastor there now. He can be reached at 512-259-8872.

Operation Liberty Hill's second leased location was at 15100 Hwy 29 in Liberty Hill. This property is owned by Chris Winkley and he can be reached at 512-515-7733. We leased this property from 2013 to 2015.

Our third lease was through Williamson County for the property at 1401 Hwy 183, Leander. The lease was a five-year lease with a five-year option which began in November 2015. In November of 2020 the five-year option began and expires October 31, 2025.

Operation Liberty Hill has never been late paying rent or missed a payment. OLH has invested thousands of dollars on improvements and maintenance to the property we currently lease from Williamson County. OLH will continue to improve the parking area with road base, keep the grounds groomed and trash free and make any necessary or cosmetic repairs. Attractive portable buildings have been acquired to provide much needed space for storage and donation processing for the thrift store. The signage is kept up to date and legible. Raised bed gardens provide produce for the food pantry and a playscape area next to the gardens provide a fun place for kids to play.

Operation Liberty Hill will use the property to continue to serve our community with a food pantry, clothes, basic necessities, financial assistance and other resources at no cost to promote financial stability and overall well-being to those in need. Our mission is to not only provide for the basic needs of our clients but to show them they are loved and valued, treating them with dignity and respect. Nonprofessional counseling and a listening ear let them know we care and are sincere in our quest to reduce the stress associated with navigating the social services available to them.

The OLH thrift store serves not only our clients but also the public and those looking for a special treasure. All proceeds go to support the food pantry and other programs at OLH. The food pantry hours are Tuesday from 9:00 – 4:45, Thursday 12:00 – 5:45 and Fridays from noon till the perishable food items are gone. The thrift store is open from 10:00 – 6:00 Tuesday, Wednesday, and Thursday, and 10:00 – 3:00 on Friday and Saturday. The thrift store donation drop off is open during the stores business hours.

The second story over the food pantry is a public usage space which houses Capstone Baptist Church, hosts several girl scout troop meetings and is an awesome space for training and other

events. Currently, OLH is providing a 5-week Basic Money Management Course which is open to the public. We encourage our clients who are seeking financial assistance to enroll in this course.

Operation Liberty Hill proposes to pay $100.00 plus the current property tax amount on a monthly basis to lease this property.

Operation Liberty Hill has developed relationships with other local nonprofits enabling our organization to better serve those in our community living below poverty level as well as those who do not qualify for social services due to income but are in a crisis situation. OLH has valued partnerships with many of the local schools, churches and businesses providing fund raising opportunities to give back to the community. With the help of grants and through our partnership with Central Texas Food Bank and local grocery stores, OLH plans to continue serving Western Williamson County for many years to come.

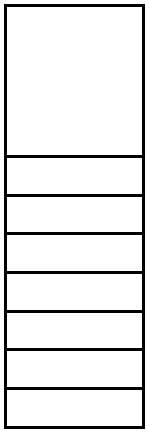
Without the close to 70 volunteers, OLH could not provide the services that are so vital to our community. We believe that our ministry is for our volunteers as well as those we serve.

For more information about Operation Liberty Hill please go our website operationlh.org.

Operation Liberty Hill
Bid Form

Williamson County 23RFP2 RFP Commercial Lease of 1401 Hwy 183, Leander, Tx 78641												
Operation Liberty Hill												
Proposed Monthly Rent Amount				Plus Current Estimated Taxes*				Monthly Total				
$100.00				$1,071.77				$1,171.77				
*The ultimate monthly tax amount cannot be determined or estimated with any accuracy since the lease will not commence until 2025.												

Operation Liberty Hill
Bid Form



Scoring Summary

Active Submissions

	Total	Three (3) Leasing References with contact names, addresses, and phone numbers (If proposer is unable to provide at least 3 such references, proposer shall inform Williamson County of such inability and proposer shall include as many leasing references as he/she/it can provide)	Proposed rental price per month payable to Williamson County	Any alterations and improvements that you intend to make to the Leased Premises.	How do you intend to use the Leased Premises?
Supplier	**/ 100 pts**	**Pass/Fail**	**/ 10 pts**	**/ 15 pts**	**/ 40 pts**
Operation Liberty Hill	92.3 pts	Pass	10 pts	7.3 pts	40 pts

	How long have/has you, your company or organization been in business?	What would be your hours of operation at the Leased Premises?	Any additional information that you believe would be of interest to Williamson County in relation to your proposal.
Supplier	**/ 15 pts**	**/ 10 pts**	**/ 10 pts**
Operation Liberty Hill	15 pts	10 pts	10 pts

Commissioners Court - Regular Session **28.**

Meeting Date: 03/21/2023

Request for Texas Department of Public Safety to Vacate Taylor Annex Building

Submitted For: Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing Judge Gravell to notify the Texas Department of Public Safety (DPS) of Williamson County's future need to utilize the space currently occupied by DPS at the Taylor Annex Building, 412 Vance St, Taylor TX and request that DPS vacate such space within one year.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/09/2023 08:11 AM
Form Started By: Wendy Danzo		Started On: 03/09/2023 07:14 AM
Final Approval Date: 03/09/2023		

Commissioners Court - Regular Session **29.**

Meeting Date: 03/21/2023

Wilco Sheriff's Office Administration Renovations (1008.4510) – G2 Change Order 1

Submitted For: Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on G2 Construction, Change Order No. 1 for the Williamson County Sheriff's Office Admin Renovations Project (1008.4510), in the amount of $38,357.15. There will be no addition time added to substantial completion. Funding Source is 01.0100.1008.004509.

Background

This change order is for changes in scope as requested by Sheriff's Office. Department point of contact is Sr. Project Manager, Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

G2 CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/13/2023 10:52 AM
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:10 AM
Form Started By: Wendy Danzo		Started On: 03/13/2023 10:39 AM
Final Approval Date: 03/15/2023		

G2 CSi
General Contractor

AWARDED VENDOR

---- Change Order Proposal 1----

TIPS 211001

3/1/2023

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Angel Nunez (Project Manager)
Company: Williamson County
Phone:713-943-1636
Job Title: Williamson County Sheriff's ●ffice Administration Renovations
Job Locations: 306 W 4th Street Georgetown, TX 78626

Description/Breakdown is as follows:

1. Cost from JJCS for changes as per specifications and directions: $ 5,900.00
2. Cost from Flooring Solutions as per specifications and directions: S 8,783.00
3. Cost from Meredith Electric as per specifications and directions: $ 3,250.00
4. Cost from HT Masonry as per specifications and directions: $ 3,600.00
5. Cost from Southwest Custom Interiors as per specifications and directions: $ 10,387.50
6. Cost from Arrow Glass as per specifications and directions: $ 1,206.00
7. Subtotal: 33,126.50
8. G2 CSi OH&P: $ 3,312.65
9. TIPS & Bond Fees: $1,918.00
10. **Total CO 1: $ 38,357.15**

Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed with Williamson County.

We propose hereby to furnish material and labor necessary to complete this change order in accordance with the above specifications, for the sum of **38,357.15 Thirty-eight thousand three hundred fifty-seven dollars and 15/100*****

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

G2 CSi
General Contractor

AWARDED VENDOR

*** TIPS, 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.

Shane Gibson: 

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

CHANGE ORDER

J&J CONSTRUCTION SPECIALISTS
2212 Quicksilver Blvd
Austin, TX 78744

Date: February 8, 2023
Change Order #: 1

For :: SHERIFFS RENOVATION - (HIDDEN SPACE)

G2 CONSTRUCTION SERVICES INC

3303 Shell Rd. SUITE 3
Georgetown, Texas 78628

Prepared by: Servando Jaimes

NOTES & INFORMATION::

Description	AMOUNT
CUT BLOCK OUT FOR NEW DOOR	$ 1,000.00
TOTAL	**$1,000.00**

If you have any questions concerning this change order, please email us at *jjconstructionspecialists@gmail.com* .

THANK YOU FOR YOUR BUSINESS!

J&J CONSTRUCTION SPECIALISTS
2212 Quicksilver Blvd
Austin, TX 78744

CHANGE ORDER

Date: February 15, 2023
Change Order #: 3

For :: SHERIFFS RENOVATION

G2 CONSTRUCTION SERVICES INC

3303 Shell Rd. SUITE 3
Georgetown, Texas 78628

Prepared by: Servando Jaimes

NOTES & INFORMATION:: INCLUDES LABOR & MATERIAL

Description	AMOUNT
TAPE & FLOAT WALL WHERE IT WAS DAMAGED DUE TO THE WALL PAPER	$ 1,600.00
TOTAL	**$1,600.00**

If you have any questions concerning this change order, please email us at **servando@jjconstructionspecialists.com.**

THANK YOU FOR YOUR BUSINESS!

JJCS

JJCS CONSTRUCTION SPECIALISTS

2212 Quicksilver Blvd
Austin, TX 78744

CHANGE ORDER

Date: February 15, 2023
Change Order #: 4

For :: SHERIFFS RENOVATION

G2 CONSTRUCTION SERVICES INC

3303 Shell Rd. SUITE 3
Georgetown, Texas 78628

Prepared by: Servando Jaimes

NOTES & INFORMATION:: INCLUDES LABOR & MATERIAL

Description	AMOUNT
~~DEMO 2 BLOCK WALLS 1- 8'x9' & 2- 8'x15'~~	~~$ 2,000.00~~
FURR OUT THE INTERIOR WALLS OF THE HIDDEN ROOM	$ 300.00
INSTALL NEW DRYWLL ON FURRED OUT WALL	$ 400.00
PATCH CEILING	$ 600.00
INFILL ORIGINAL OPENING W/ METAL STUDS AND DRYWALL	$ 300.00
TAPE & FLOAT & PAINT	$ 700.00
TOTAL	~~$5,700.00~~ 2,300

NA

If you have any questions concerning this change order, please email us at **servando@jjconstructionspecialists.com.**

THANK YOU FOR YOUR BUSINESS!

CHANGE ORDER

J&J CONSTRUCTION SPECIALISTS
2212 Quicksilver Blvd
Austin, TX 78744

Date: February 28, 2023
Change Order #: 5

For:

G2 Construction Services INC
3303 Shell Rd. Suite 3
Georgetown, Texas 78628

Prepared by: Servando Jaimes

Description	AMOUNT
REPLACING DRYWALL ELECTRICIANS DEMOED	$ 500.00
MAKE R/O FOR LIGHTS BIGGER IN S/R CEILINGS	
BUILD FUR OUT COLUMN TO HIDE PIPES	
FIXING RECEPTION WINDOWS	
TAPE & FLOAT(Drywall electricans demoed & fur out column)	$ 500.00
TOTAL	**$ 1,000.00**

If you have any questions concerning this change order, please email us at **servando@jjconstructionspecialists.com.**

THANK YOU FOR YOUR BUSINESS!

Date: 2/15/2023

To: CHARLES COLE

Customer PO:
CONTRACT

Flooring SOLUTIONS INC

605 W HOWARD LANE SUITE 200
Austin , TX 78753

Change Order Request

Job No: 16419
Request #: 1
CO #: 0

Invoice To:
G2 CONSTRUCTION SERVICES INC.

Project:
WILCO SHERIFF'S ADMIN BUILDING REVISED DRAWINGS
306 W 4TH STREET
GEORGETOWN, TX 78626

CHARLES COLE
Phone: (512) 721-9464
Cell: (737) 444-0801

CHARLES COLE
Phone: (512) 721-9464
Cell: (737) 444-0801

CHARLES COLE
Phone: (512) 721-9464
Cell: (737) 444-0801

From:	*Project Manager:*	*Estimator:*
Dexter Hanson		

Description of Change Order Request:

DH- DETENTION AREA ADD

DETENTION AREA ADD

ADD

	Manufacturer / *Style*	*Color Name:* / *Color Number:*	*Ft Wide:* / *Ft Long:*	*Quantity:*	*UOM:*
1	**DEMO & DISPOSAL OF EXISTING CARPET**				
	FLOORING SOLUTIONS INC.	N/A	0.00	1.00	EA
	N/A		0.00		
2	**DEMO & DISPOSAL OF EXISTING WALL BASE**				
	FLOORING SOLUTIONS INC.	N/A	0.00	1.00	EA
	N/A		0.00		
3	**C-1 CARPET SUPPLIED AND INSTALLED**				
	KRAUS CONTRACT	SILVER	0.00	119.60	SY
	BUCKINGHAM MODULAR	31	0.00		
4	**RB-1 WALL BASE SUPPLIED AND INSTALLED**				
	ROPPE® CORPORATION	BLACK BROWN	0.00	480.00	LF
	WALL BASE - PINNACLE -COVE-4" ROLL		0.00		
5	**TRANSITIONS**				
	ROPPE® CORPORATION	BURNT UMBER	0.00	2.00	EA
	ADAPTER/TRAN - VINYL - #177 - TILE/CARPET JOINER	194	0.00		
6	**FLOOR PREP ESTIMATE**				
	FLOORING SOLUTIONS INC.	N/A	0.00	15.00	EA
	N/A		0.00		

Total ADD **$6,323.00**

Non-Taxable :

Total This Option : **$6,323.00**

SALESMAN'S SIGNATURE _____ ***Approximate Installation Start Date:***

CUSTOMER'S AUTHORIZATION _____

Date: 2/15/2023

To: CHARLES COLE

Customer PO:
CONTRACT

Flooring SOLUTIONS INC.
605 W HOWARD LANE SUITE 200
Austin , TX 78753

Change Order Request

Job No: 16419
Request #: 2
CO #: 0

Invoice To:
G2 CONSTRUCTION SERVICES INC.

Project:
WILCO SHERIFF'S ADMIN BUILDING REVISED DRAWINGS
306 W 4TH STREET
GEORGETOWN, TX 78626

CHARLES COLE	CHARLES COLE	CHARLES COLE
Phone: (512) 721-9464	Phone: (512) 721-9464	Phone: (512) 721-9464
Cell: (737) 444-0801	Cell: (737) 444-0801	Cell: (737) 444-0801

From:	*Project Manager:*	*Estimator:*
Dexter Hanson		

Description of Change Order Request:
DH- ROOM S1026 MATERIAL CHANGE

DH- ROOM S1026 MATERIAL CHANGE

DELETE

	Manufacturer / *Style*	*Color Name:* / *Color Number:*	*Ft Wide:* / *Ft Long:*	*Quantity:*	*UOM:*
1	**C-1 CARPET SUPPLIED AND INSTALLED**				
	KRAUS CONTRACT	CAVERN	0.00	-29.90	SY
	BUCKINGHAM MODULAR		0.00		

Total DELETE **($888.00)**

ADD

	Manufacturer / *Style*	*Color Name:* / *Color Number:*	*Ft Wide:* / *Ft Long:*	*Quantity:*	*UOM:*
1	**LVT-1 VINYL TILE SUPPLIED AND INSTALLED**				
	ALLOWANCE	TBD	0.00	288.00	SF
	$ 7.00 PER SF INSTALLED		0.00		
2	**ADHESIVE MATERIALS SUPPLIED ONLY**				
	TAYLOR	4 GALLON	0.00	1.00	EA
	DYNAMIC - PRESSURE SENSITIVE		0.00		

Total ADD **$2,118.00**

Non-Taxable :

Total This Option : **$1,230.00**

SALESMAN'S SIGNATURE _____ ***Approximate Installation Start Date:***

CUSTOMER'S AUTHORIZATION _____

Date: 2/24/2023

To: CHARLES COLE

Customer PO:
CONTRACT

Flooring SOLUTIONS INC
605 W HOWARD LANE SUITE 200
Austin , TX 78753

Change Order Request

Job No: 16419
Request #: 3
CO #: 0

Invoice To:
G2 CONSTRUCTION SERVICES INC.

Project:
WILCO SHERIFF'S ADMIN BUILDING REVISED DRAWINGS
306 W 4TH STREET
GEORGETOWN, TX 78626

CHARLES COLE
Phone: (512) 721-9464
Cell: (737) 444-0801

CHARLES COLE
Phone: (512) 721-9464
Cell: (737) 444-0801

CHARLES COLE
Phone: (512) 721-9464
Cell: (737) 444-0801

From:	*Project Manager:*	*Estimator:*
Dexter Hanson		

Description of Change Order Request:
DH- 8 X 9 ROOM CPT ADD

DH- 8 X 9 ROOM CPT ADD
ADD

	Manufacturer / *Style*	*Color Name:* / *Color Number:*	*Ft Wide:* / *Ft Long:*	*Quantity:*	*UOM:*
1	**C-1 CARPET SUPPLIED AND INSTALLED** PATCRAFT COMMERCIAL CARPETS SKILL	FINESSE	0.00 0.00	17.78	SY
2	**RB-1 WALL BASE SUPPLIED AND INSTALLED** ROPPE® CORPORATION WALL BASE - PINNACLE -COVE-4" ROLL	BLACK BROWN	0.00 0.00	120.00	LF
3	**TRANSITIONS** ROPPE® CORPORATION REDUCER- VINYL- #169 1/4" GLUE DOWN REDUCER	BLACK BROWN 193	0.00 0.00	1.00	EA
4	**FLOOR PREP ESTIMATE** FLOORING SOLUTIONS INC. N/A	N/A	0.00 0.00	8.00	EA

Total ADD **$1,230.00**

Non-Taxable :

Total This Option : **$1,230.00**

SALESMAN'S SIGNATURE _____ ***Approximate Installation Start Date:***

CUSTOMER'S AUTHORIZATION _____

Meredith Contracting And Electrical Services
1224 FM 970
Florence, TX 76527

Estimate

Date	Estimate #
2/27/2023	Sheriff CO

Name / Address
G2 CSI Shane Gibson 3303 Shell Rd. Suite 4 Georgetown, TX 78628

Project

Description	Qty	Rate	Total
Change Order #1 Sheriff office Demo existing receptacles and re locate to new coffee bar location. Add 2 above counter receptacles at break room coffee bar. Demo electric in front office wall to be moved. Re locate receptacles in new front office wall location. Re locate light switch in front office by the door. Demo conduit in wall that was moved and re route circuit overhead. Electrical & Lighting. Total labor and material.		3,250.00	3,250.00
		Total	$3,250.00

HT MASONRY, LLC

INVOICE
262640

RE: PROPOSAL#2
REVISED

To: G2 Construction Services, Inc
Date: 2/23/23
Project Name: Williamson County Sheriff Administration Office project
Project Address: 508 S Rock St Georgetown, TX 78626
Notes:

Description	Quantity	Unit Price	Cost
Demo a 9 x 8 and a 9x14 ft tall of 6" CMU	1	$ 2,000.00	$ 2,000.00
Stucco ceilings repair patches and concrete fill 2 holes on 1st floor	1	$ 1,600.00	$ 1,600.00
		Total	$ 3,600.00

Notes:

- Please Make Check Payable to HT Masonry, LLC
- Please Mail Check to Address: 1547 FM 1704 Elgin, TX 78621

Thank you for your business. It's a pleasure to work with you on your project.

SOUTHWEST CUSTOM INTERIORS

206 w old bowman rd
Round Rock, TX. 78664

Tuesday, February 28, 2023

Charles Cole
G2 Csi General Contractor

Price Quote

RE: Sheriff Admin Remodel

Georgetown, Texas

Millwork
Furnish and Install

* New Entrance wall with 2 new pass thru windows solid surface sills as needed approx 36" x 16"

* Hallway window sill solid surface approx 53" x 12"

* Back area work surface coffee bar approx 101" x 25" with metal bracket support includes sub top and solid surface counter topand 4" splashes

* Break area approx 9lf base cabinets and solid surface counter top w 4" splash

NOTE: LEAD TIME ON CABINETS AND COUNTER IN BREAK ROOM APPROX 9 WEEKS
LEAD TIME ON SOLID SURFACE IS APPROX 2 WEEKS

PRICE $ 10, 387.50

Exclusions: ***sales taxes, any millwork item not listed , after hours work excluded***

Respectfully Submitted;

Rudy Sartena
sci
* price good for 30 days

Change Order

Change Order Number: 002342-1
Change Order Date: Feb 3, 2023
Change Order Expires: Mar 5, 2023

Arrow Glass & Mirror

9201 Brown Lane Suite 280
Austin, Texas 78754

Customer

G2 CSi General Contractor (Shane Gibson)
3303 Shell Road Suite 4
Georgetown, Texas 78628
(512) 688-5725
shane@g2csinc.com

Material cost only to increase height from 42" to 50" for A.D.A. compliance

DESCRIPTION	PRICE
Add to Base Bid	$1,206.00
Bullet Resistant Window Assembly	
increase in size - requires jumbo acrylic sheets	

Subtotal	$1,206.00
Taxable Subtotal	$0.00
Tax 0%	$0.00
Total	**$1,206.00**

signature signed by date

Commissioners Court - Regular Session **30.**

Meeting Date: 03/21/2023

Wilco Sheriff's Office Administration Renovations (1008.4510) – G2 Change Order 2

Submitted For: Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a report from G2 Construction, Change Order No. 2 for the Williamson County Sheriff's Office Admin Renovations Project (1008.4510), in the amount of $1,904.00. There will be no addition time added to substantial completion. Funding Source is 01.0100.1008.004509.

Background

This change order is for changes in scope as requested by Sheriff's Office. Department point of contact is Sr. Project Manager, Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

G2 CO2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/13/2023 10:54 AM
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:11 AM
Form Started By: Wendy Danzo		Started On: 03/13/2023 10:44 AM
Final Approval Date: 03/15/2023		

G2 CSi
General Contractor

TIPS
AWARDED VENDOR

---- Change Order Proposal 2----

TIPS 211001

3/10/2023

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Angel Nunez (Project Manager)
Company: Williamson County
Phone:713-943-1636
Job Title: Williamson County Sheriff's Office Administration Renovations
Job Locations: 306 W 4th Street Georgetown, TX 78626

Description/Breakdown is as follows:

1. Cost from JJCS for changes as per specifications and directions: $ 800.00.
2. Cost from Longhorn Blinds as per specifications and directions: $ 840.00.
3. Subtotal: 1,640.00
4. G2 CSi OH&P: $ 164.00
5. TIPS & Bond Fees: $100.00
6. **Total CO 2: $ 1,904.00**

Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed with Williamson County.

We propose hereby to furnish material and labor necessary to complete this change order in accordance with the above specifications, for the sum of **1,904.00 One thousand nine hundred four dollars and 00/100*****

*** TIPS, 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.

Shane Gibson: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

Williamson County, Texas

By: Signature: _____ **Printed Name:** Trenton H. Jacobs **Title** County Architect

Date Signed: 3/13/23

J&J CONSTRUCTION SPECIALISTS

EXTRA WORK ORDER

Date: March 8, 2023

Order #: 6

2212 Quicksilver Blvd
Austin, TX 78744
512-299-6639

For: SHERIFFS OFFICE RENOVATION

G2 Construction Services INC
3303 Shell Rd. Suite 3
Georgetown, Texas 78628

Prepared by: Servando Jaimes

Description	AMOUNT
REMOVE EXISTING TEXTURE TAPE & FLOAT WALL TO LEVEL 5 THEN RE APPLY TEXTURE	$ 800.00
TOTAL	**$ 800.00**

If you have any questions concerning this change order, please email us at **servando@jjconstructionspecialists.com.**

THANK YOU FOR YOUR BUSINESS!

Longhorn Blinds of Austin

March 9, 2023 G2 CSI

RE: Sherriff Administration

Attn: Estimating

Longhorn Blinds of Austin proposes to furnish all materials and perform all labor necessary to complete the following:

Section: 12 24 13 Roller Window Shades

Change Order Add
1 - Draper "Manual Flex Shades", with SW2400 Fabric, 3% open, in your choice of color, with fascia. To cover: 1 – 48 x 48 windows.

Total installed price = $840.00

Notes:

- Proposal valid for 90 days.
- Pricing includes cost of materials in sizes and quantities listed above, labor for measurement and installation.
- Tax not included. 8.25% tax will apply if resale or exemption certificate not provided.
- Field verification of window coverings dimensions required prior to placement of order.
- Excludes: Attic Stock unless stated otherwise.

If you have any questions or problems in regards to this proposal, please contact me at 512-447-5496 or by email at: rnewhouse@longhornblinds.com

Thank You

Ron Newhouse

Ron Newhouse
Vice President

Longhorn Blinds of Austin, LLC
4201 S. Congress Ave. #312
Austin, TX 78745

Phone: 512-447-5496
Fax: 512-707-7315
www.longhornblinds.com

Registered HUB, CMBL and MBE/Hispanic Business

Commissioners Court - Regular Session **31.**

Meeting Date: 03/21/2023

CJC New Justice Court (P595) – Vaughn Change Order 2

Submitted For: Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 2 for the Williamson County Justice Center, New District Court Project (P595), for a decrease of ($66,135.00.) There will be no addition time added to substantial completion. Funding Source is P595.

Background

This change order is to represent changes in budget line items under work remaining to procure that were not procured. Department point of contact is Sr. Project Manager, Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughn CO2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/13/2023 03:33 PM
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:12 AM
Form Started By: Wendy Danzo		Started On: 03/13/2023 02:52 PM
Final Approval Date: 03/15/2023		

CHANGE ORDER

FOR PROJECT: P595 New District Court-CC@L-AG Court Prep

CHANGE ORDER NO: 002 NTP Date: June 14th, 2022

DATE OF ISSUANCE: 03/07/2023

Contractor: JT Vaughn Construction

Project Architect: County Architect

Project Engineer: N/A

EXPLANATION:

1. Final change order. Provides for labor and materials incurred by plan revisions, contractor RFIs, and accelerated scheduling near the end of the project.

CONTRACT CHANGE:

1. $58,865 from Owner's Contingency. No change to contract time.

Original contract amount	$ 1,286,303.00
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 1,286,303.00
Contract Sum to be decreased/increased by this Change Order in the amount of	$ (66,135.00)
The new Contract Sum including this Change Order will	**$ 1,220,168.00**
The Contract Time will be changed by	(0) days
The date of Substantial Completion as of the date of this Change Order	**1/5/2023**

PROPOSED BY:

J.T. Vaughn Construction, LLC — Danny Thompson, CEO — 3/3/2023

Contractor's Printed Name | Signature | Date

REVIEWED BY:

Trenton Jacobs, Wilco County Architect — 3/7/23

Architect/Engineer Name | Signature | Date

ACCEPTED BY:

Angel Nunez, ODR — 3/7/23

Name, Title | Signature | Date

VAUGHN CONSTRUCTION

6604 N Lamar Blvd
Austin, TX 78752

T: (512) 663-7461

Dale Butler
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: Justice Center Renovations

Job No: 283808

Subj: Change Proposal No. 283808-0002

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Miscellaneous changes. for the above referenced project.

Our price is valid for Ten (10) 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:

CC:

FORM B

PROJECT: **Justice Center Renovations**

CHANGE PROPOSAL NO: **283808-0002**

QUOTATION :

Item	Labor	Materials	Subs	Total
Revised flooring in basement per owner's request.	$0.00	$0.00	$15,731.00	$15,731.00
Revised paint colors per owner's request.	$0.00	$0.00	$1,934.00	$1,934.00
Expediting of millwork scope.	$0.00	$0.00	$11,115.00	$11,115.00
Additional plumbing per owner's request.	$0.00	$0.00	$3,552.00	$3,552.00
Added control joints per owner's request.	$0.00	$0.00	$1,167.00	$1,167.00
RFI #15	$0.00	$0.00	$915.00	$915.00
RFIs 9, 12,14, and 18.	$0.00	$0.00	$12,050.00	$12,050.00
Fixing of existing wall ratings.	$4,300.00	$2,750.00	$0.00	$7,050.00
Fee	$0.00	$5,351.00	$0.00	$5,351.00
Owner's contingency.	$0.00	$(58,865.00)	$0.00	$(58,865.00)

Totals	$4,300.00	$(50,764.00)	$46,464.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 10 Days

Submitted Date: **2/22/2023**

Accepted

By:_____
Williamson County

Date:_____

By:_____
Williamson County

Date:_____

VAUGHN CONSTRUCTION

By:_____
Doug Boram

Proposal Valid for 10 Days

CP Detail

CP Header

JobID 283808 **CP#** 2
Description Miscellaneous changes.

Source OCO **FA #**

CP Tracking

Status		**Status ID**	10
Requested Date	2/22/2023	**Action Date**	3/8/2023
Received Date	2/22/2023	**CP Valid [Days]**	10
Submitted Date	2/22/2023	**Time Ext To Contract**	10
Proceedings	No	**Days Approved**	0

CP Items

NO.	SV#	Sub/Vendor	Description	Labor	Material	Sub	Tot Amt
1	4	Flooring Solutions, Inc.	Revised flooring in basement per owner's request.	0	0	15731	15731
2	3	Action Decorating, Inc.	Revised paint colors per owner's request.	0	0	1934	1934
3	0	Vaughn Construction	Expediting of millwor scope.	0	0	11115	11115
4	7	Texas Quality Services, LLC	Additional plumbing per owner's request.	0	0	3552	3552
5	2	Standard Drywall, Inc.	Added control joints per owner's request.	0	0	1167	1167
6	5	Doyle Electric, LLC	RFI #15	0	0	915	915
7	5	Doyle Electric, LLC	RFIs 9, 12,14, and 18.	0	0	12050	12050
8	0	Vaughn Construction	Fixing of existing wall ratings.	4300	2750	0	7050
9	0	Vaughn Construction	Fee	0	5351	0	5351
10	0	Vaughn Construction	Owner's contingency.	0	-58865	0	-58865

Sub Total	4,300	(50,764)	46,464	0

CP Amount

Ins., Tax Benefits on Labor	0		0.00
Over Head	0		0.00
Fee on Subs	0		0.00
Fee on VCC	0		0.00
Bond	0		0.00
Remodel Tax	0		0.00
Amount Approved	0.00	**Total**	0.00

Date: 9/14/2022

To: DOUG BORAM

Customer PO:

PROJECT# 283808-0004

605 W HOWARD LANE SUITE 200
Austin , TX 78753
Phone : (512) 335-8089 / Fax: (512) 258-2581

Change Order Request

Job No: 16029
Request #: 1
CO #: 0

Invoice To:

VAUGHN CONSTRUCTION- AUSTIN
6604 N LAMAR BLVD
AUSTIN, TX 78752

Project:

WILCO CJC - JURY CALL
8266
405 MLK
GEORGETOWN, TX

DOUG BORAM
Phone: (512) 318-1332

CADE KALLMAN
Phone: (512) 318-1332
Cell: (512) 942-9904

DYLAN SNELL
Phone: (512) 318-1332
Cell: (281) 389-5975

From:	*Project Manager:*	*Estimator:*
Travis LaMont		

Description of Change Order Request:

TL - CHANGE CARPET IN BASEMENT COURT

TL - CHANGE CARPET IN BASEMENT COURT

ADD

	Manufacturer / *Style*	*Color Name:* / *Color Number:*	*Ft Wide:* / *Ft Long:*	*Quantity:*	*UOM:*
1	**C-1 CARPET SUPPLIED AND INSTALLED**				
	SHAW COMMERCIAL CARPETS	EARTHY	0.00	440.00	SY
	SEA TILE	72761	0.00		

Total ADD **$15,731.00**

Tax Exempt :

Total This Option : **$15,731.00**

SALESMAN'S SIGNATURE _____ ***Approximate Installation Start Date:***

CUSTOMER'S AUTHORIZATION _____

ACTION DECORATING, INC.
MBE HUB ID: 1742678591500

Commercial & Residential Painting

11002 Plains Trail
Austin, Texas 78758
512-491-8900

REQUEST FOR PRICING

October 3, 2022

Vaughn Construction

Re: WILCO Justice & Jury Relocation

Request: - Labor and materials to repaint walls in 100,102 & 103. Bid as regular hours and prevailing wages are included.

Add Amount: $ 1,934.00

Should you have any questions or comments regarding this price please contact us. Thank you for using Action Decorating for this project.

Amy Kirkham

Amy Kirkham for Action Decorating, Inc.

Georgetown Woodworks, LLC

500 Wild Flower Lane
Georgetown, TX 78626
512-868-9048

PCO# 1

Project: Wilco CJC

Date: 9/13/2022

Room	Scope / Description	Price
Wall panels	This is a do (will) not exceed estimate to expedite installation of the wall panelling in the Judge's office as well as the wainscot in the adjoining offices.	
	Overtime adder for installation $47.50/hr x 114 hours	$5,415.00
	Overtime for finish shop if they need to work additional overtime to complete before next Monday. (Our plant works M-TH 5am-3:30pm and is off Friday/Saturday. This time is just in case we need to work Friday and/or Saturday to get completed.	$5,700.00
	TOTAL:	$11,115.00

Accepted By: _____

Company: _____

Date: _____

HVAC • PLUMBING • UTILITIES • MED GAS • BACK FLOW TESTING

Texas Quality Services LLC
322 Southland Dr
Burnet, TX 78611

Office: 512.243.5335
Fax: 512.243.6425
info@texasqualityservices.com

WWW.TEXASQUALITYSERVICES.COM TACLA00028865C | M38328 | BP0014375

SUBCONTRACTOR REQUEST FOR CHANGE ORDER

Date: 9/16/2022 **Subcontractor C.O. #:** _____

Project: Williamson County Criminal Justice

General Contractor: Vaughn

TQS Contact: _____ **Phone:** _____

In connection with our Subcontract for work to be performed at the above project, the following change has been requested.

Description of Work or Discrepancy on Drawing:
Add plumbing and sink to jury room , not on the plans we bid from

Change Order Breakdown:

Labor

How many helpers	1	How many hours	8.00	Cost per hour	$45.00
How many plumbers	1	How many hours	6.00	Cost per hour	$75.00

Total Cost $810.00

Material

Item:	sink and faucet	Cost:	$1,575.00
Item:	cast iron fitting for drain	Cost:	$225.00
Item:	copper and insulation for water	Cost:	$350.00

Total Material Cost $2,150.00

Miscellaneous Items

Equipment Rental:		Cost:	
Equipment Rental:		Cost:	
Other (describe):		Cost:	

Total Miscellaneous Cost _____

Subtotal $2,960.00

Overhead & Profit 20% $592.00

Total Change Order Request $3,552.00

The conditions hereinbefore referred to are as follows:

- The aforementioned changes, and work affected thereby shall be performed under the same terms and conditions that are included in the original contract unless stated otherwise.
- This change order includes all materals, labor, tools, equipment, supervision and related taxes necessary to perform the above-mentioned work.

Submitted by: _____ Title: _____ Date: _____

Approved by: _____ Title: _____ Date: _____

REQUEST FOR CHANGE ORDER

Ref.# COR02
External/RCO#
GC Ref#
Date Aug 31, 2022
Job # TX8163

To: **VAUGHN CONSTRUCTION**
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: **WILLIAMSON COUNTY JUSTICE CENTER**
405 Martin Luther King Drive
Georgetown, TX 78626

Contact: Doug Boram

Description: **EWA 64025 - Control Joints Added**

Labor	Phase	Cost Code	Quantity	UOM	Unit Total	Rate	Total
Extra Work	00	511	19.00	Hrs	19.00	42.00	$798.00
General Foreman	00	501	1.00	Hrs	1.00	46.00	$46.00
Delivery/Pickup	00	505	1.00	Hrs	1.00	75.00	$75.00
						Total Labor	**$919.00**

Material	Phase	Cost Code	Size	Quantity	UOM	Unit Price	Total
093X FIRE RATED CONTROL JOINT 10'	00	600	10'	12.00	PCS	1.113 LF	$133.56
84294 HILTI #6 X 1 1/4" DRYWALL SCREW COARSE	00	600	BOX	200.00	EA	.04 PCS	$8.00
						Total Material	**$141.56**

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: JEREMY A RIDDLE

Labor Total:	**$919.00**	
Material Total:	**$141.56**	
Sub Trade Total:	**$0.00**	
Cleanup Total:	**$0.00**	
Equipment Total:	**$0.00**	
Misc. Total:	**$0.00**	
Sub Total:	**$1,060.56**	
Mark Up:	**$106.44**	10.04%
Total:	**$1,167.00**	

STANDARD DRYWALL, INC.
EXTRA WORK AUTHORIZATION

64025

JOB NO.	JOB NAME	CUSTOMER	AUTH TO PROCEED	START DATE	FINISH DT
TX8163	Willo Justice Center	Vaughn Const		8/19/22	8/24/22

DESCRIPTION OF WORK

Add control joints over door frames in rooms Judges office 104, court admin 100, office 102, office 103, bath 106 and entry doors to & Robe 103 and Room 100. This also includes Jury room 107. This is from direction of Will Pelce of Vaughn Construction through email dated 8/18/2022

MATERIAL

QTY	DESCRIPTION
12 ea.	Zinc Control Joint Fire rated
200 pcs	1 3/4" Points
	SUBTOTAL
	SALES TAX @ %
	TOTAL MATERIAL COST

LABOR

TRADE	R	OT	DT	PT	DP	RATE	AMOUNT
SUPERVISION	1						
CARPENTER	19						
TAPER							
LATHER							
PLASTERER							
HODCARRIER							
LABORER							
						TOTAL LABOR COST	

Acknowledge Time Detail Provided By Reliance Arch (A. Naylor) PER 8/18/22

MISCELLANEOUS

QTY	DESCRIPTION	AMOUNT
1 ea.	TRUCKING	
	EQUIPMENT RENTAL	
	TOTAL MISCELLANEOUS COST	

SUMMARY

DESCRIPTION	AMOUNT
TOTAL MATERIAL	
TOTAL LABOR	
TOTAL MISCELLANEOUS	
OVERHEAD & PROFIT	
BOND	
GRAND TOTAL	

AUTHORIZED BY: [signature]

COMPANY: Vaughn

CUSTOMER WORK AUTHORIZATION NO.

WORK TO BE CONTINUED? YES [ ] NO [X]

IF YES, CONTINUED ON EWA NO.

SDI REPRESENTATIVE: Jose Esquivel

PRINT: Jose Esquivel

White - Office • Canary - Project Manager • Pink - General Contractor • Goldenrod - Foreman

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

9/27/2022

TO:
Vaughn Construction
Dylan Snell
Houston, Texas 77042

JOB:
Project: Wilco CJC Court & Judges Renovations
405 Martin Luther King Jr St
Georgetown, TX 78626

Change Order Number: 614 - 02

CHANGE ORDER INFORMATION: RFI 15 – RAB Can Lights

WORK DESCRIPTION: Remove/Modify existing can lights per RFI 15. Install (2) new RAB can lights. Utilize existing switching for controls.

The total amount of this Change Order is: **$915.00**

Total Number of Working Days: **10**

Exclusions:
- **Tax**
- **Overtime**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Ceiling Tile replacement**

Sincerely,

Dustin Doyle

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
1	Demo/Rework Existing Can Lights	2.00	0.00	E	0.00	2.00	E	4.00
2	RAB C6R7 Light	3.00	160.00	E	480.00	1.00	E	2.00
3	Wirenuts	6.00	114.00	M	0.68	5.25	C	0.32
					$ 480.68			**6.32**

Change Order Summary	
Material Total	$480.68
Material Subtotal	**$480.68**
Electrician Hours	3.16
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	3.16
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	0.00
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$303.83***
Consumables (6% of material)	*$28.84*
Project Management (5% of labor)	*$15.19*
Safety ($0.50 per labor hour)	*$3.16*
Equipment	*$0.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$47.19***
Total Costs Subtotal	$831.71
Overhead/Profit (10%)	$83.17
CHANGE ORDER TOTAL	**$915**

C6R7/10/189FAUNVW



UPC: 019813519012

Color: White

Weight: 1.4 lbs

Project:	Type:
Prepared By:	Date:

Technical Specifications

Compliance

UL Listed & UL Classified:

Suitable for wet locations

ENERGY STAR V2.2:

This product is ENERGY STAR® Version 2.2 Certified.

Energy Star Model Number:

DLC0029

California Title 24:

Can be used to conform with the requirements of California Title 24 Part 6.

Electrical

Dimming Driver:

Driver includes dimming control wiring for 0-10V dimming systems. Requires separate 0-10V DC dimming circuit. Dims down to 10%.

THD:

<20%

Power Factor:

≥0.9

THDi:

Produces less than 20% THD

PF:

≥0.9

Input Voltage:

120V through 277V

Operating Frequency (Hz):

50/60Hz

Performance

Lifespan:

50,000-Hour LED lifespan based on IES LM-80 results and TM-21 calculations

R9 Value:

High color performance with R9 greater than or equal to 50

Construction

IC Rated:

Suitable for direct contact with insulation.
Type IC inherently protected, suitable for direct contact to air permeable insulation and cULus listed for damp locations.
Not for use in direct contact with spray foam insulation, consult NEMA LSD57-2013.

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Technical Specifications (continued)

Construction

Air Tight:

Housing certified Air Tight as per ASTM E283

Color Temperature Selectable:

Choose the color temperature before installating with integrated switch

Trim Style:

Smooth Trim

Housing:

Constructed from durable steel sheet metal

Cold Weather Starting:

The minimum starting temperature is -30°C (-22°F)

Maximum Ambient Temperature:

Suitable for use in up to 40°C (104°F)

Green Technology:

Mercury and UV free. RoHS-compliant components.

Mounting:

Robust retention clips spring loaded tabs ensure the fixture is securely installed. Can be installed in 1/4" to 1 1/2" thick ceilings.

Lens:

Diffuse Polystyrene lens produces smooth uniform light that is glare free

Finish:

Matte White

Optical

Beam Angle:

120°

LED Characteristics

LEDs:

Long-life, high-efficacy, surface-mount LEDs

Flicker:

Silent and flicker free operations of less than 30%

Other

Wattage Equivalency:

18W/26W/32W CFL

Template:

Template included for easy ceiling cut out

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

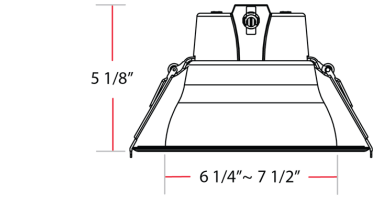
Buy American Act Compliance:

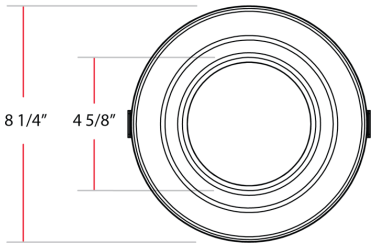
RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Case and Pallet Dimensions

	QTY	LENGTH (in)	WIDTH (in)	HEIGHT (in)
CASE	4	17.05	8.9	12.2
PALLET	160	8.46	8.46	48.82

Dimension





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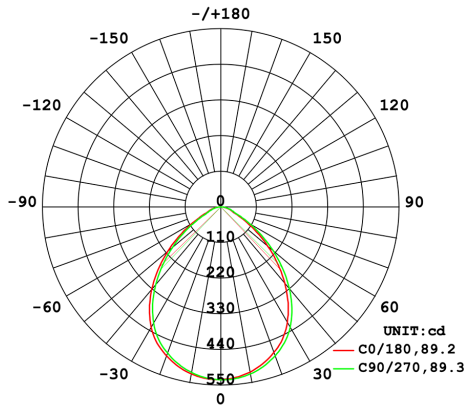
C6R7/10/189FAUNVW

Light Distribution



Features

- High Performance LEDs for commercial applications
- Replacement for traditional compact fluorescent recessed downlights
- Compatible with new construction or retrofit installations
- UL wet and Energy Star rated
- Meets air-tight requirements
- Lumen and Color Temperature Selectable
- Matte white smooth trim finish
- Available in 3 color temperatures: 3000K, 3500K, 4000K
- 0 - 10V dimmable
- Spring loaded retention clips
- 25-inch Flexible conduit
- 5-Year, No-Compromise Warranty

Ordering Matrix

Family	Size	Shape	Wattage	CRI/Color Temp	Voltage	Finish
C	6	R	7/10/18	9FA	UNV	W
	6 = 6" **8** = 8" **9.5** = 9.5"	**R** = Round	**7/10/18** = 700lm-1500lm **9/12** = 700lm-900lm **10/15/22** = 1000lm-2000lm **14/18** = 1200lm-1500lm **20/25/32** = 2000lm-3000lm	**9FA** = 90 CRI, Field Adjustable	**UNV** = 120-277V	**W** = White

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Date: Sep 26, 2022 Quote: TRCAUS22-72757-1

Quote



The Reynolds Company
15400 Long Vista Dr. Ste 101
Austin TX 78728
Phone:
Fax: (512) 927-7104
From: Katherine Allbright
Quoter Ph:
email: krallbright@reynco.com

Project **WILCO JUSTICE CENTER - FIXTURES**
Location AUS TX
Quote TRCAUS22-72757-1

To: Derek Doyle
DOYLE ELECTRIC, LLC
1108 S. LAKESIDE DR
BURNET TX 78611
EMail: derekd@doyletx.com

For
Bid Date Sep 26, 2022
Expires Oct 26, 2022

QTY	Type	MFG	Part	Price	UQ
2	IN-STOCK	RAB LIGHTING	C6R7/10/189FAUNVW		
LOT		RAB LIGHTING	LOT	$160.00	
Note			*THESE WILL EVENTUALLY BE OBSOLETE*		

Terms and conditions of sale:

* Price is good for this BOM only, any deviation to quantities, pricing or description of the listed bill of material may void this quote.
* Pre-shipment of anchor bolts requires additional freight charges from those shown.
* Spares, Extra's and Samples are not included unless specifically noted
* Quoting standard factory painted finishes unless specifically noted.
* Unless otherwise noted above, no special warranties are included.
*Only the standard manufacturers warranty is included.
* All wattages, voltages, lengths and quantities to be verified by contractor prior to release
* NO mounting accessories are included unless specifically noted.
* NO startup or training included unless noted.
* NO studies or testing included unless noted.
* Any estimated delivery dates or lead times provided are for guidance purposes only and are subject to change.

***ALL expired pricing must be verified.
Acceptance of customer purchase order does not provide indefinite schedule to release material and it does not guarantee price for duration of the project.

Doug Boram

From: Dustin D <dustind@doyletx.com>
Sent: Friday, October 28, 2022 9:17 AM
To: Doug Boram
Subject: FW: RFI Pricing

– External Email –

Sincerely,

Dustin Doyle
Doyle Electric, LLC
512-743-5534

From: Dustin D
Sent: Tuesday, September 27, 2022 4:20 PM
To: Dylan Snell <DSnell@vaughnconstruction.com>
Subject: RFI Pricing

Dylan,
See below for estimates:
RFI 18: Already have the original purchased HALO lights for the (5) Bs above the podium. If they want to change those to the RAB lights, plan on $2,300.00
RFI 14: Figure $1,000.00
RFI 12: Figure $1,500.00
RFI 9: Figure $1,250.00
AV Boxes:$3,400.00
Additional Tele/com Stubs in Jury:$2,600.00

Sincerely,

Dustin Doyle
Doyle Electric, LLC
512-743-5534

Commissioners Court - Regular Session **32.**

Meeting Date: 03/21/2023

Jail North Water System Analysis (1008.4510) – PSA1-Amendment 1

Submitted For: Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment 1 to Williamson County Contract for Design and Engineering Services between Williamson County and Johnston, LLC, relating to the Jail North Water System Analysis project.

Background

This amendment extends completion to April 7th, 2023. Time increase is requested due to delay in county staff's unavoidable ability to provide pertinent information in accordance with production schedule. Facilities point of contact is County Architect, Trent Jacobs. Funding source is 01.0100.1008.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA1-A1 Johnston

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/15/2023 10:28 AM
County Judge Exec Asst.	Becky Pruitt	03/15/2023 12:31 PM
Form Started By: Wendy Danzo		Started On: 03/15/2023 09:45 AM
Final Approval Date: 03/15/2023		

AMENDMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **North Jail Water System Analysis** ("Project")

ARCHITECT/ ENGINEER: **Johnston, LLC** ("A/E")
J. Alan Johnston, Jr., P.E., President
2603 August Dr.; Suite 1600
Houston, Texas 77057

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

This Amendment No. **1** to **Agreement for Design and Engineering Services** ("Amendment No. 1) is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed that certain **Agreement for Design and Engineering Services** ("Agreement") being dated effective **December 6, 2022**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Agreement Termination Date** under **Exhibit C** of the Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. **Amendment to Exhibit C – Production Schedule**

Exhibit C – *Production Schedule* shall be amended and supplanted by the Production Schedule attached here to as Attachment 1.

II. **Terms of Agreement Control and Extent of Amendment No. 1**

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. **IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

A/E:
Johnston, LLC

By: _____
Signature

Rich Elwood
Printed Name

Director
Title

Date Signed: 3/13/2023

COUNTY:
Williamson County, Texas

By: _____

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within One Hundred Twenty-Two (122) **calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**12/06/22**
Phase I - ANALYSIS & FINDINGS	
Draft Report deliverable	01/13/23
County written authorization to proceed to next phase	02/03/23
Phase II - RECOMMENDATIONS	
Final Report and Operation Manual deliverables	03/24/23
All services shall be complete on, or before:	**04/07/23**

Commissioners Court - Regular Session **33.**

Meeting Date: 03/21/2023

ODR for Angel Gomez

Submitted For: Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Senior Project Manager, Angel Gomez, with general authority to approve invoices and change orders for the Williamson County Facilities Management department in accordance with Section 262.031 of the Local Government Code.

Background

The Williamson County Commissioners Court previously granted specific Williamson County Facilities Management employees with authority to approve change orders and invoices for specific Williamson County construction projects. In order to prevent delays that may arise when previously authorized employees are out of office or unable to approve change orders or invoices, it is necessary to also grant Williamson County Senior Project Manager, Angel Gomez, with authority to approve change orders and invoices in relation to Williamson County construction projects. Currently Mr. Gomez is the Senior Project Manager in the Facilities Management Department which is responsible for (2) subordinate project manager positions and a combined 60+ projects. Any change orders approved by Mr. Gomez will be placed on the Consent Agenda so they are acknowledged and made part of the minutes of the Williamson County Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 12:32 PM
Form Started By: Wendy Danzo		Started On: 03/15/2023 09:47 AM
Final Approval Date: 03/15/2023		

Commissioners Court - Regular Session **34.**

Meeting Date: 03/21/2023

KC Engineering 21RFSQ14 WA1 On Call Sm Drainage & Roadway

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on March 31, 2025 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 WA1 On Call Sm Drainage & Roadway

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/08/2023 09:07 AM
County Judge Exec Asst.	Becky Pruitt	03/08/2023 10:53 AM
Form Started By: Vicky Edwards		Started On: 03/08/2023 08:34 AM
Final Approval Date: 03/08/2023		

WORK AUTHORIZATION NO. 1

PROJECT: On Call Design Engineering Services for Small Drainage and Small Roadway Projects

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K.C. Engineering, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$50,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2025**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this _____.

ENGINEER:	COUNTY:
K.C. Engineering, Inc.	Williamson County, Texas
By: Greg Haley, P.E.	By: _____
gn e	Signature
Greg Haley, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
President	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

Attachment B - Services to be Provided by Engineer

General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within Williamson County.

The Engineer shall prepare a Memorandum of Understanding (MOU) prior to the start of each on-call service for review and approval by the County.

The MOU can contain one or more of the following tasks, as more fully described in Exhibit B of the Professional Services Agreement:

TASK 1: PROJECT MANAGEMENT
TASK 2: TOPOGRAPHIC AND R.O.W. SURVEYS
TASK 3: PRELIMINARY ENGINEERING
TASK 4: GEOTECHNICAL INVESTIGATION
TASK 5: ENVIRONMENTAL STUDIES
TASK 6: UTILITY COORDINATION
TASK 7: FEMA COORDINATION
TASK 8: FINAL ENGINEERING
TASK 9: BIDDING PHASE SERVICES
TASK 10: CONSTRUCTION PHASE SERVICES

Attachment C - Work Schedule

General Description of Project:

This project consists of on-call professional engineering services to support the Williamson County Road & Bridge Department, relating to the repair, maintenance and replacement of drainage and roadway facilities maintained by Williamson County. Locations are unknown and may be anywhere within unincorporated areas of Williamson County.

Work Schedule

Engineering services will be provided on an on-call basis, with work schedules to be developed as work is dispatched and directed by Williamson County staff.

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

K.C. ENGINEERING, INC.

Principal Engineer	$ 250.00	per hour
Senior Project Manager	$ 215.00	per hour
Project Manager	$ 200.00	per hour
Senior Project Engineer	$ 195.00	per hour
Project Engineer	$ 165.00	per hour
Engineer-in-Training	$ 125.00	per hour
Engineering Assistant	$ 110.00	per hour
CAD Technician	$ 95.00	per hour
Clerical	$ 80.00	per hour

Other Expenses:

Photocopies (per page):

8-1/2” x 11” (B&W)	$ 0.15 each
8-1/2” x 11” (Color)	$ 0.75 each
11” x 17” (B&W)	$ 0.30 each
11” x 17” (Color)	$ 1.50 each
24” x 36”	$ 4.50 each
Other Sizes	$ 1.50 per square foot

EXHIBIT D
RATE SCHEDULE
SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

AmaTerra Environmental, Inc.

Labor/Staff Classification	Hourly Rate
Principal	$232.00
Program Director	$164.00
Project Manager	$142.00
Env. Specialist/Planner IV	$136.00
Env. Specialist/Planner III	$114.00
Env. Specialist/Planner II	$79.00
Env. Specialist/Planner I	$76.00
Sr. Historical Architect	$137.00
Historical Architect/Historian IV	$147.00
Architectural Historian/Historian III	$118.00
Architectural Historian/Historian II	$89.00
Architectural Historian/Historian I	$73.00
Archeologist VI/ Sr. Principal Investigator	$136.00
Archeologist V/ Principal Investigator	$101.00
Archeologist IV/Project Archeologist//Lab Director	$91.00
Archeologist III/Field Director	$86.00
Archeologist II/Crew Chief	$77.00
Archeologist I/Technician	$67.00
GIS Specialist	$109.00
GIS Technician/Illustrator/Drafter	$70.00
Admin./Document Production Spvr	$88.00
Editor	$74.00
Clerical	$61.00

Reimbursable Expenses	
Photocopies B/W	$0.10
Photocopies Color	$1.00
GPS Rental	$25 / day

Commissioners Court - Regular Session **35.**

Meeting Date: 03/21/2023

Walker 2586 WA4 SA1 CR 255 ROW

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255 ROW Parcels and Exhibits. This supplemental is to extend the expiration date to December 31, 2023. Funding source: P546.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 2586 WA4 SA1 CR 255 ROW

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/13/2023 09:36 AM
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:09 AM
Form Started By: Vicky Edwards		Started On: 03/13/2023 08:59 AM
Final Approval Date: 03/15/2023		

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
TBPLS Firm Number 10103800

March 8, 2023

Ms. Ade Ashaye, PE
Williamson County Road Bond Program, HNTB Corporation

PSA: HNTB Surveying Services For Road Bond Program SWA #1 to WA # 4

HIGHWAY: CR 255 ROW Parcels and Exhibits

LIMITS: Proposed ROW Parcel acquisition per attached map along CR 255 (approximately 16000 Centerline Linear Feet) from Ronald W. Reagan to CR 254 including 100' each roadway direction at tie in's (approx. 16000 Centerline LF and up to 41 Parcels).

Ms. Ashaye,

Walker Texas Surveyors, Inc. (WTS) is pleased to submit this proposal to your office for Professional Land Surveying Services to produce Parcel acquisition Exhibits that are necessary to complete the referenced project in Williamson County, Texas.

We propose to complete this project on a time and materials basis in accordance with our existing contract with Williamson County. We will continue work immediately upon notice to proceed from your office per the details herein.

This proposal was developed using information provided (right-of-way maps, digital files, etc.) that we have on file, information that we received from you and various other sources, as well as our visit to the project site.

WTS will deliver the digital files, survey data files and hard copies of the survey, as described in this proposal, within budgeted time frame agreed upon in attached Exhibit C.

Thank you for the opportunity to provide this proposal and fee estimate. Please contact me with any questions or comments you may have.

Sincerely,

Charles G. Walker
Registered Professional Land Surveyor

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 255 ROW PARCELS AND EXHIBITS

This Supplemental Work Authorization No. **1** to Work Authorization No. **4** is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. **4** dated effective **June 9, 2022** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **December 31, 2023**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 255 ROW PARCELS AND EXHIBITS

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this _____ day of _____, 2023

SURVEYOR:
Walker Texas Surveyors, Inc.

By: _____
Signature

Charles G. Walker
Printed Name

Vice President
Title

3/8/23
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 6:57 pm, Mar 09, 2023

ATTACHMENT C

WORK SCHEDULE

Work schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to Surveyor.

Anticipated NTP: **In Progress**

Anticipated Field Start: **In Progress**

Anticipated Delivery of initial remaining Draft Parcel Perimeter Descriptions/Sketches:
1 month from SWA #1 to WA #4 Executed Date and NTP

Anticipated Delivery of Draft Final Perimeter Descriptions/ketches including Title Commitment Review:
Expect delivery within 5 to 7 weeks after receipt of draft revisions and Title Commitment or 3 to 5 per week.

Anticipated Delivery of Final Signed and Sealed Perimeter Descriptions/Sketches:
Expect within 5 to 7 weeks after receipt of final revisions 3 to 5 per week.

Stakeout for fence construction will be performed as requested.

Commissioners Court - Regular Session **36.**

Meeting Date: 03/21/2023

Walker 2586 WA3 SA3 CR 255 Topo

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 3 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255 Topo. This supplemental is to extend the expiration date to June 30, 2023. Funding source: P546.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 2586 WA3 SA3 CR 255 Topo

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/13/2023 09:42 AM
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:10 AM
Form Started By: Vicky Edwards		Started On: 03/13/2023 09:35 AM
Final Approval Date: 03/15/2023		

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
TBPLS Firm Number 10103800

March 6, 2023

Ms. Ade Ashaye, PE
Williamson County Road Bond Program, HNTB Corporation

PSA: HNTB Surveying Services For Road & Bridge SWA #3 to WA #3

HIGHWAY: CR 255 Topo

LIMITS: Proposed ROW Topo per attached map (Exhibit E) along CR 255 (approximately 16000 Centerline Linier Feet) from Ronald W. Reagan to CR 254 including 100' each roadway direction at tie in's (approx. 16000 Centerline LF)..

Ms. Ashaye,

Walker Texas Surveyors, Inc. (WTS) is pleased to submit this proposal to your office for Professional Land Surveying Services to produce Topographic and Parcel acquisition Exhibits that are necessary to complete the referenced project in Williamson County, Texas.

We propose to complete this project on a time and materials basis in accordance with our existing contract with Williamson County. We will begin work immediately upon notice to proceed from your office per the details herein.

This proposal was developed using information provided (right-of-way maps, digital files, etc.) that we have on file, information that we received from you and various other sources, as well as our visit to the project site.

WTS will deliver the digital files, survey data files and hard copies of the survey, as described in this proposal, within budgeted time frame agreed upon in attached Exhibit C.

Thank you for the opportunity to provide this proposal and fee estimate. Please contact me with any questions or comments you may have.

Sincerely,

Charles G. Walker
Registered Professional Land Surveyor

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 255/CR 289 (CR254 to Ronald Reagan Blvd.) Survey

This Supplemental Work Authorization No. 3 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Supplemental Work Authorization No. 2 to Work Authorization No. 3 dated effective June 9, 2022 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **June 30, 2023.** The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Charles G. Walker	Bill Gravell, Jr.
Printed Name	Printed Name
V.P.	Williamson County Judge
Title	Title
3/6/23	
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 6:57 pm, Mar 09, 2023

ATTACHMENT A

SERVICES PROVIDED BY THE COUNTY

1. Provide the specification requirements for all surveys and provide CAD file with proposed centerline of proposed ROW alignment as well as anticipated Parcels to be acquired.
2. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
3. Designate a project manager to serve as the Counties point of contact with the Surveyor.
4. Provide Aluminum caps for Iron Rods, if applicable.
5. Provide Brass Disc's for flush mount ROW markers, if applicable.

ATTACHMENT B

SERVICES PROVIDED BY THE SURVEYOR

SCOPE OF SERVICES AND FEE ESTIMATE
CR 255/CR 289, WILLIAMSON COUNTY, TEXAS – DESIGN TOPOGRAPHIC SURVEY

DETAILED LIMITS OF PROJECT: Walker Texas Surveyors, Inc. (WTS) proposes to provide the following surveying services to Williamson County, Texas

- Proposed ROW Topo along CR 255 from Ronald W. Reagan to CR 254 including 100' each direction at tie in's.

RIGHT-OF-ENTRY (ROE)

- No ROE tasks are included in this scope of services and WTS will coordinate with project manager for access details.

HORIZONTAL and VERTICAL CONTROL

- Walker Texas Surveyors (WTS) will rectify to existing survey control performed previously by WTS. WTS will expand and increase as needed to acquire necessary data. (6 TO 8 total monuments expected)

- Walker Texas Surveyors (WTS) will report in State Plane Coordinate System, Central Zone NAD 83 for Horizontal and NAVD 88 (Geoid 2018) for Vertical.

- One pair of Project Control Points will be set on each end of the project and placed in a position that will best insure long term survival. If ground conditions will not allow for standard utilized monumentation WTS will opt for another suitable monument that will be permanent in nature and acceptable to project manager. Additional points may be set along project corridor (as needed).

- Establish Aerial Ground Control Targets for LiDAR and Photo Drone operations. Expect 20 to 32 along project corridor.

FIELD SURVEY – TOPOGRAPHIC SURVEY

- WTS will densify the previously established Primary Control, as needed to complete this scope of services, by utilizing Network GPS, RTK GPS, Robotic and Conventional surveying methods.

- WTS will establish proposed ROW along the project roadway per CAD alignment info as provided by Wilco project manager to relate all topographic data. Any problems encountered in establishing and/or associating this data will be immediately brought to the attention of Wilco project manager for other solutions.
- WTS will establish about 30 Aerial Ground Targets prior to Flight Ops for Drone Control.

ATTACHMENT B (Continued)

SERVICES PROVIDED BY THE SURVEYOR

- Topographic Survey will include surface produced by Aerial based LiDAR and Photogrammetry methods as well as perform spot elevations and ground data sufficient to generate 1' contour intervals within the project limits. The data point cloud will extend 25' outside the proposed ROW in order to insure accuracy of the contours.
- Locate any visible culverts, utilities within the site including inverts (flow lines) of accessible (unbolted) Storm Sewer, Wastewater manholes and all observed utility apparatus is located within the site. Digital photos of any unique and/or non-typical apparatus will be provided as part of the deliverables. No utility research is included.
- Locate all driveways and/or streets within the limits of the project area.
- No trees are included in this task however, any notable trees observed will be brought to the attention of the project manager.
- WTS will quality check the project using LiDAR/Photogrammetry results, conventional field survey, published LiDAR as well as other reliable sources to insure accuracy and completeness.
- WTS will provide project manager with report weekly with project progress.

PRODUCTION OF SURVEY DELIVERABLES

- WTS will use provided proposed ROW map providing the data collected along the Project corridor in the Field Survey to produce a digital AutoCAD dwg or MicroStation dgn and/or LandXML file(s) showing survey results along the current CR 255. Survey field notes and supporting electronic data will be made available upon request or as stated above.
- WTS will include the Primary Control Network callouts.
- WTS will deliver the specified files stated above upon completion of this project.

COMPENSATION

The above scope of services will be performed on a time and materials basis according to the contract rates and is estimated for a budget of **$ 68,130.00** (detailed on the attached Exhibit D, Fee Spreadsheet). The stated budget will not be exceeded without prior written authorization.

ATTACHMENT C

WORK SCHEDULE

Work schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to Surveyor.

NTP Issued: **June 9, 2022**

Field tasks mobilized: **September, 2022**

Delivery of Topographic Survey: **June 30, 2023**

*This project was completed and delivered end of February including additional topo area at Reagan tie-in. We only are leaving open through June in case there are any final items needed.

Wilco Work Authorization for Surveying Services for Road & Bridge
HNTB SWA#2 to WA#3 = WTS Project # 075054 CR 255
CR 255 ROW Design Topo in Andice/Florence Area
COUNTY: Williamson
LIMITS: Along CR 255 Apx 16000' LF - Ronald Reagan Blve to CR 254

Walker Texas Surveyors, Inc.
P. O. Box 324
Cedar Park, TX 78630
512/259-3361

EXHIBIT D
FEE SCHEDULE

6-Mar-23

Service	2 Crew	3 Crew	1 Crew	Add Person	PM	RPLS	Field Cor	Sr Tech	CAD Tech		Admin	ATV	Subtotal	Reimburse	Total
Rate/Hr	**175**	**220**	**130**	**45**	**175**	**150**	**120**	**120**	**90**		**75**	**150**			
Rectify/Densify previous H&V State Plane Control as needed for Top	12		12			3		12			6	3			
Establish Aerial Drone Target Ground Control Points	8		16			3		6			2	3			
Subtotal	20	0	28	0	0	6	0	18	0	0	8	6		0	
Total	**3500**	**0**	**3640**	**0**	**0**	**900**	**0**	**2160**	**0**	**0**	**600**	**900**	**11700**	**0**	**11700**
Fight ops for LiDAR and Photogrammetry by others w/WTS support			28		2	1		16			2	3		5500	
Topo ROW w/point cloud extends 25' outside of Proposed ROW	40		60			6		33			6	25			
Subtotal	40	0	88	0	2	7	0	49	0	0	8	28			
Total	**7000**	**0**	**11440**	**0**	**350**	**1050**	**0**	**5880**	**0**	**0**	**600**	**4200**	**30520**	**5500**	**36020**
Prepare and deliver project in AutoCAD or MicroStation format						6		120			3				
QC survey and deliver via email			25					8			3	3			
Subtotal	0	0	25	0	0	6	0	128	0	0	6	3		0	
Total	**0**	**0**	**3250**	**0**	**0**	**900**	**0**	**15360**	**0**	**0**	**450**	**450**	**20410**	**0**	**20410**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Grand Total	**10500**	**0**	**18330**	**0**	**350**	**2850**	**0**	**23400**	**0**	**0**	**1650**	**5550**	**62630**	**5500**	**68130**
Reimburseables:	0														

Commissioners Court - Regular Session **37.**

Meeting Date: 03/21/2023

Rifeline 1812-284 WA27 SA1 Subdivision Regulations

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 27 under Williamson County Contract between Rifeline, LLC and Williamson County dated March 26, 2019 for Subdivision Regulations. This supplemental is to extend the expiration date to March 25, 2024. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rifeline 1812-284 WA27 SA1 Subdivision Regulations

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/14/2023 03:19 PM
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:14 AM
Form Started By: Vicky Edwards		Started On: 03/14/2023 02:44 PM
Final Approval Date: 03/15/2023		

SUPPLEMENTAL NO. 1
TO
WORK AUTHORIZATION NO. 27

PROJECT: Subdivision Regulations

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Public Involvement Services, being dated **March 26, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Rifeline, LLC** (the "Firm").

Partl. The Firm will provide the following Public Involvement Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$25,000.00.**

Part 3. Payment to the Firm for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 25, 2024.** The Public Involvement Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Firm understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Firm that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

EXECUTED this _____.

FIRM: Rifeline, LLC

By:_____

Lynda Rife

Printed Name

President

Title

COUNTY:

Williamson County, Texas

By:_____

Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

The County will provide direction to the public involvement team, availability for meetings as necessary, preparation of strategy and materials.

Attachment B" Services to be Provided by Firm

The Firm will provide the following public involvement services for Subdivision Regulations; Develop annotated agenda, email notifications and updates, meeting summary report including comments and questions compilation, maintain stakeholder database, coordinate logistics for subcommittee meeting, facilitate subcommittee meetings, engage with stakeholders through phone and email, review and edit subcommittee meeting presentation slides, and participate in coordination meetings,

Attachment C. Work Schedule

Rifeline, LLC will provide a work schedule for the assigned tasks.

Attachment D - Fee Scheclule

Please see next page.

Task	Principal $ 200.00	Sr. Public Involvement Officer $ 160.00	Public Involvement Officer $ 120.00	Jr. Public Involvement Officer $ 75.00	Administrative $ 50.00	Total
Develop annotated agenda (including revisions)	6	8	0	0	0	$ 2,480.00
Draft email notifications and updates	1	5	5	0	0	$ 1,280.00
Develop meeting summary report including comments and questions compilation	1	5	10	0	0	$ 2,200.00
Maintain stakeholder database	0	2	5	0	0	$ 920.00
Coordinate subcommittee meeting logistics	1	8	8	0	0	$ 2,440.00
Attend and facilitate subconsultee meeting	8	5	5	5	0	$ 2,775.00
Review and edit subcommittee meeting presentation slides	2	4	0	0	0	$ 1,040.00
Participate in coordination meetings	6	6	4	0	0	$ 3,360.00
Invoicing (including progress reports)	0	1	0	0	3	$ 310.00
TOTAL:	24	43	37	5	0	$ 16,805.00

Optional	Principal $ 200.00	Sr. Public Involvement Officer $ 160.00	Public Involvement Officer $ 120.00	Jr. Public Involvement Officer $ 75.00	Administrative $ 50.00	
Respond to stakeholders through email and phone	5	10	5	0	0	$ 3,200.00

GRAND TOTAL $ 20,005.00

08.24.2021 - Item No 28 - Rifeline WA 27

Final Audit Report 2021-08-27

Created:	2021-08-27
By:	Vicky Edwards (vedwards@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw44c93k_YUUvtifmVEoKoeOYzjxPU3Mf

"08.24.2021 - Item No 28 - Rifeline WA 27" History

Document created by Vicky Edwards (vedwards@wilco.org)
2021-08-27 - 7:06:07 PM GMT- IP address: 173.219.39.210

Document emailed to becky.pruitt@wilco.org for signature
2021-08-27 - 7:09:31 PM GMT

Email viewed by becky.pruitt@wilco.org
2021-08-27 - 7:10:21 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by becky.pruitt@wilco.org
2021-08-27 - 7:10:42 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2021-08-27 - 7:10:42 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2021-08-27 - 7:19:03 PM GMT- IP address: 174.197.5.118

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2021-08-27 - 7:19:39 PM GMT - Time Source: server- IP address: 174.197.5.118

Agreement completed.
2021-08-27 - 7:19:39 PM GMT

POWERED BY
Adobe Sign

Commissioners Court - Regular Session **38.**

Meeting Date: 03/21/2023

Diamond 2586 WA7 CR 313 E of CR332 Jarrell

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 7 in the amount of $69,890.00 to expire on December 31, 2024 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for CR 313 East of CR 332 - Jarrell. Funding source: P623.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA7 CR 313 E of CR332 Jarrell

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/15/2023 10:28 AM
County Judge Exec Asst.	Becky Pruitt	03/15/2023 12:32 PM
Form Started By: Vicky Edwards		Started On: 03/15/2023 09:49 AM
Final Approval Date: 03/15/2023		

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 7
PROJECT: CR 313 EAST OF CR 332 - JARRELL

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $69,890.00.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on December 31, 2024. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
Diamond Surveying	Williamson County, Texas
By:_____ _	By:_____
Signature	Signature
_____Shane Shafer_____	_____
Printed Name	Printed Name
_____President_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Rate Schedule

Attachment A

Services to be Provided by County

A. Provide the specifications requirements for all surveys.
B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
D. Provide aluminum caps for iron rods, if applicable.
E. Provide brass caps for flush mount ROW markers, if applicable.

Attachment B

Services to be Provided by Surveyor:

The following scope of services is for seven (7) right-of-way acquisition Parcels and for a topographic survey. Limits from the intersection of CR 332 and CR 313 to the east along CR 313 to intersection of CR 313 and CR 3001 (approximately 3000 feet) and continuing east for an additional 1,700 feet to the east boundary line of the called 2.00 acre tract of land conveyed to Melissa and Loren Dixon recorded in Document No. 2018089105, Official Public Records of Williamson County, Texas. For an approximate total of 4,700 feet. To include 100 feet north and south along CR 332 from CR 313, 150 feet along CR 3001 from CR 313 and 50 feet along each side street along the route. Existing north and south R.O.W. dedication lines of CR 313 and proposed north R.O.W. of CR 313 varying widths from 120 feet to 140 feet. Cross sections every 50 – 60 feet.

1. Perform office and field work necessary to establish State Plane Coordinates for the Project. Bearing Basis: NAD-83, Texas Central (4203), State Plane System. Coordinates for this Project will be Surface Coordinates based on the Combined Surface Adjustment Factor of 1.00015. Vertical Datum: NAVD-88. Fieldwork necessary to set survey control points along route to include a minimum of four (4) pairs of recoverable project monumentation along the route. Office work to process and analyze the on-the ground traverse and conventional levels and prepare signed and sealed paper plots Survey Control Sheets.
2. Identify existing right-of-way and side boundary lines: Perform office work necessary to research deed information of the tract of land to be acquired and adjoining tracts. Prepare field packets for use by survey field crew to recover boundary monumentation. Additionally, Surveyor shall prepare and send Right-of-Entry letter (a standard form document to be provided by Client). Perform field work necessary to find and tie sufficient right-of-way and boundary monumentation along the route. Perform office work to analyze field work to finalize boundary lines.
3. Perform office and field work necessary for a topographic survey. Field work to locate visible above ground utilities To include Surveyor contacting Utility One-Call (811 Digtess) to mark underground utility lines. Surveyor shall tie paint strips and pin flags as marked on the ground by utility locating companies. Take sufficient ground shots to produce one (1) foot contours. Office work to analyze, process survey data.
4. Preliminary and Final Surveys: Perform office work to prepare a Preliminary Standard Land Survey for Title Company to prepare a Commitment for Title Insurance. Office and Field work necessary to prepare a Land Title Survey upon receipt of Commitment for Title Insurance. Surveyor shall review Schedule “B” of Commitment for Title Insurance (to be provided by Client) and address any easements or setbacks that may affect the subject tract. Surveyor shall prepare metes and bounds description with sketch for right-of-way acquisition Parcel. Provide County with original signed and sealed paper copies for the Land Title Survey.

   Perform field work to set appropriate monumentation for the right-of-way tract to be acquired.

5. Supervise and quality control all aspects of project. Check field and office work for accuracy and completeness. Sign and seal final documents. Maintain communication with Client, including Engineers, Landowners and Attorneys. Attend meetings if requested.

Deliverables: An electronic ACAD file in Surface Coordinates (with Combined Surface Adjustment Factor clearly stated). ACAD file to include existing right-of-way lines both sides of CR 313 along the Project Route with bearing and distances labeling the existing right-of-way lines and monumentation found. Record deed plots for the Parcels (tracts of land) adjoining existing right-of-way lines. The topographic survey data points and linework and contours.

Attachment C

Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Each survey will be delivered within 20 to 30 working days of Authorization to Proceed.

Schedule for setting of survey control monuments will be based on access to public right-of-way and Right-of-Entry letters.

Attachment D

Rate Schedule

Diamond Surveying, Inc.
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

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

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$160.00 per hour
Project Manager	$140.00 per hour
Project Surveyor	$110.00 per hour
Senior CADD Technician	$125.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$120.00 per hour
2-Man Field Party	$160.00 per hour
3-Man Field Party	$190.00 per hour

Notes:
Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

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

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

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

Basis of Estimate for Items listed in Attachment B

Attachment D, Continued
Basis of Estimate

Schedule B Item No. 1: Establish Survey Control.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Establish Control	3-Man Field Party	24	Hours	$190.00	$4,560.00		
2	Analyze, Process Field Work, prepare Survey Control Sheets	Sr. CADD Tech	24	Hours	$125.00	$3,000,.00	**Subtotal**	**$7,560.00**

Schedule B Item No. 2: Identify Right-of-Way and Boundary Lines

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Perform Research, Deed Plots	Sr. CADD Tech	16	Hours	$125.00	$2,000.00		
2	Prepare Field Packets	Sr. CADD Tech	8	Hours	$125.00	$1,000.00		
3	Perform Fieldwork to Find existing monumentation	3-Man Field Party	32	Hours	$190.00	$6,080.00		
4	Analyze Field Work	Sr. CADD Tech	20	Hours	$125.00	$2,500.00	**Subtotal**	**$11,580.00**

Schedule B Item No. 3: Perform Topographic Survey and Utility One-Call

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Perform Topographic Survey	3-Man Field Party	72	Hours	$190.00	$13,680.00		
2	Analyze Field Work and Prepare ACAD file for Topographic Survey.	Sr. CADD Tech	40	Hours	$125.00	$5,000.00	**Subtotal**	**$18,680.00**

Schedule B Item No.4: Preliminary Standard Land Survey and Final Land Title Surveys – 7 Parcels.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Prepare Preliminary Survey and Address Title Commitment to prepare Final Land Title Survey	Sr. CADD Tech	182	Hours	$125.00	$22,750.00		
1	Set appropriate monumentation for Right-of-Way Acquisition Parcel	3-Man Field Party	12	Hours	$190.00	$2,280.00	**Subtotal**	**$25,030.00**

Schedule B Item No. 5: Supervise And Quality Control All Aspects Of Project

Maintain Communication With Client Including Engineer(s), Land Owner(s), And Attorney(s) Attend Meetings As Requested

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal		
1	Analyze Right-of-Way, Boundary Lines Sign and Seal Final Survey	R.P.L.S.	16	Hours	$160.00	$2,560.00		
2	Supervise and Quality Control All Aspects of Project	Project Manager	32	Hours	$140.00	$4,480.00	**Subtotal**	**$7,040.00**

Total Amount: $69,890.00

Commissioners Court - Regular Session **39.**

Meeting Date: 03/21/2023

KC Engineering 21RFSQ14 WA2 CR 313

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $121,680.00 to expire on March 31, 2025 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the CR 313 Reconstruction Project. Funding source: P623.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 WA2 CR 313

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/16/2023 11:54 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:15 PM
Form Started By: Vicky Edwards		Started On: 03/16/2023 11:07 AM
Final Approval Date: 03/16/2023		

WORK AUTHORIZATION NO. 2

PROJECT: Engineering Design Services for the CR 313 Reconstruction Project

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K.C. Engineering, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$121,680.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2025**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
K.C. Engineering, Inc.	Williamson County, Texas
By: Greg Haley, P.E.	By: _____
Signature	Signature
Greg Haley, P.E.	_____
Printed Name	Printed Name
President	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Topographic and R.O.W. Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B – Services to be Provided by Engineer

Services to be Provided by Engineer

Project Locations

1. Name of Roadway: CR 313

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Department at 50%, 90%, and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QC/QA.

Task 2: Topographic Surveys and R.O.W. Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts. Develop conceptual geometric layout on scroll plot (1" = 20' H, 1" = 2' V) showing roadway horizontal and vertical geometry and proposed typical section. Prepare preliminary cross sections (50' interval and driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr, 50-yr, and 100-yr.

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert pipes.

Plan Sheets:

- Title Sheet
- Index of Sheets
- Estimate of Quantities Summary
- Project Layout
- Typical Sections

- Horizontal Alignment Data
- Drainage Area Map
- Cross Section at Culvert Sites
- H & H Summaries
- Miscellaneous Drainage Details
- Existing Conditions and Removal Plan
- Erosion Control Plan
- Sequence of Construction
- Traffic Control Plan
- Driveway Details
- Driveway Summary
- Intersection Layout
- Roadway Plan & Profile
- Miscellaneous Roadway Details
- Signs & Pavement Markings
- Small Sign Summary
- SW3P
- Cross Sections (50' Interval and Driveways)
- Standards

Specifications
Cost Estimate
General Notes

Task 9: Bidding Phase Services

Prepare Bid Tabs for processing by Purchasing Department

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

Deliverables:

50% Submittal:

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's Internal QA/QC marked up set

90% Submittal

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes

100% Submittal

- PDFs of 11” x 17” Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Electronic copy of submittal documents in PDF format

ATTACHMENT C

WORK SCHEDULE

WORK AUTHORIZATION NO. 2

Task No.	Task Name	Duration	Time	Start	Finish
1	WA #2 - Notice to Proceed	0	Days	4/1/2023	4/1/2023
2	Survey (by others)	0	Days	4/1/2023	4/1/2023
3	Design	45	Days	4/1/2023	5/16/2023
4	50% PS&E	5	Days	5/16/2023	5/21/2023
5	QA/QC	2	Days	5/21/2023	5/23/2023
6	Submit 50% PS&E	0	Days	5/23/2023	5/23/2023
7	County Review	5	Days	5/23/2023	5/28/2023
8	90% PS&E	35	Days	5/28/2023	7/2/2023
9	QA/QC	2	Days	7/2/2023	7/4/2023
10	Submit 90% PS&E	0	Days	7/4/2023	7/4/2023
11	County Review	5	Days	7/4/2023	7/9/2023
12	Final PS&E	5	Days	7/9/2023	7/14/2023
13	Address 90% comments	2	Days	7/14/2023	7/16/2023
14	Final Quantities	2	Days	7/16/2023	7/18/2023
15	Final Estimate	2	Days	7/18/2023	7/20/2023
16	Assemble Final PS&E	2	Days	7/20/2023	7/22/2023
17	Submit Final PS&E	0	Days	7/22/2023	7/22/2023
18	County Review	5	Days	7/22/2023	7/27/2023
19	Submit Signed and Sealed PS&E	2	Days	7/27/2023	7/29/2023
20	Bid Advertisement	35	Days	7/29/2023	9/2/2023
21	Letting	1	Days	9/2/2023	9/3/2023
22	Award and Bonds	30	Days	9/3/2023	10/3/2023
23	Construction	60	Days	10/3/2023	12/2/2023
24	Complete Project	2	Days	12/2/2023	12/4/2023

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 2
COUNTY ROAD 313

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1	**PS&E Development**										
1.1	**Roadway Design**										
1.1.1	Establish Horizontal Alignment				2	6					$ 1,380.00
1.1.2	Establish Vertical Alignment				4	6					$ 1,770.00
1.1.3	Site Visits				2						$ 390.00
1.1.4	Alignment & Superelevation Table					2	2				$ 580.00
1.1.5	Roadway Cross Sections	1			4	6	8				$ 3,020.00
1.1.6	Earthwork Calculations	1			2	4	4				$ 1,800.00
1.1.7	Roadway Plan Profile Sheets	1			4	16	24				$ 6,670.00
1.1.8	Driveway Profiles / Details / Summaries				2	6	12				$ 2,880.00
1.1.9	Side Road Profiles / Details / Summaries				1	4	6				$ 1,605.00
1.1.10	Miscellaneous Roadway Details				1	1	1				$ 485.00
1.1.11	Alignment Data				1	1	2				$ 610.00
1.1.12	Sequence of Construction	1			2	8	10				$ 3,210.00
1.1.13	Intersection Layouts	1			2	2	2				$ 1,220.00
1.1.14	Project Layout	1			1	2	3				$ 1,150.00
1.1.15	Title Sheet	1			1	1	2				$ 860.00
1.1.16	Survey Data				1	3					$ 690.00
1.1.17	Roadway Typical Sectons	1			4	4	6				$ 2,440.00
1.1.18	Index of Sheets				1	1	2				$ 610.00
1.1.19	Summary of Roadway Quantities	1			2	4	8				$ 2,300.00
1.1.20	Construction Estimate	1			4	8	4				$ 2,850.00
1.1.21	Assemble Applicable Standards				1	2	2				$ 775.00
	Task 2.1 Total	**10**	**0**	**0**	**42**	**87**	**98**	**0**	**0**	**0**	**$ 37,295.00**
1.2	**Hydrology & Hydraulics**										
1.2.1	Drainage Area Mapping (Roadway & Driveway)	1			2	8	12				$ 3,460.00
1.2.2	Roadway Hydrology	1			4	12	16				$ 5,010.00
1.2.3	Roadway Hydraulics	1			2	8	12				$ 3,460.00
1.2.4	Roadway Culvert Sizing	1			2	4	6				$ 2,050.00
1.2.5	Roadway H&H Summary Sheet & Tables				1	2	4				$ 1,025.00
1.2.6	Driveway Hydrology	1			4	8	12				$ 3,850.00
1.2.7	Driveway Hydraulics	1			2	8	10				$ 3,210.00
1.2.8	Driveway Culvert Sizing	1			2	6	8				$ 2,630.00
1.2.9	Driveway H&H Summary Sheet & Tables	1			2	4	4				$ 1,800.00
1.2.10	Culvert Layouts & Culvert Details	1			2	6	8				$ 2,630.00
1.2.11	Miscellaneous Drainage Details				1	1	2				$ 610.00
1.2.12	Summary of Drainage Quantities				1	1	2				$ 610.00
1.2.13	Assemble Applicable Standards				1	2	2				$ 775.00
	Task 2.2 Total	**9**	**0**	**0**	**26**	**70**	**98**	**0**	**0**	**0**	**$ 31,120.00**
1.3	**Signing & Pavement Marking**										
1.3.1	Sign Layouts	1			2	4	8				$ 2,300.00
1.3.2	Pavement Marking Layouts	1			2	6	8				$ 2,630.00
1.3.3	Pavement Marking Details	1			1	2	4				$ 1,275.00
1.3.4	Summary of Pavement Markings	1			1	3	4				$ 1,440.00
1.3.5	Small Sign Summary	1			1	1	4				$ 1,110.00
1.3.6	Assemble Applicable Standards				1	2	2				$ 775.00
	Task 2.3 Total	**5**	**0**	**0**	**8**	**18**	**30**	**0**	**0**	**0**	**$ 9,530.00**
1.4	**Traffic Control Plans / SW3P**										
1.4.1	Traffic Control Layouts	1			6	10	2				$ 3,320.00
1.4.2	Traffic Control Typical Sections	1			2	2	4				$ 1,470.00
1.4.3	Intersection Design	1			2	2	6				$ 1,720.00
1.4.4	Driveway Design	1			4	12	20				$ 5,510.00

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 2
COUNTY ROAD 313

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1.4.5	Storm Water Pollution Prevention Plan (SW3P)	1			1	2	4				$ 1,275.00
1.4.7	Erosion Control Plan	1			2	6	12				$ 3,130.00
1.4.8	Miscellaneous TCP and Erosion Details	1			1	2	2				$ 1,025.00
1.4.9	Assemble Applicable Standards				1	1	2				$ 610.00
	Task 2.4 Total	**7**	**0**	**0**	**19**	**37**	**52**	**0**	**0**	**0**	**$ 18,060.00**
1.5	**PS&E Documents**										
1.5.1	Summary of Quantities	1			2	4	8				$ 2,300.00
1.5.2	Basis of Estimate	1			2	2	4				$ 1,470.00
1.5.3	Construction Cost Estimate	1			2	6	4				$ 2,130.00
1.5.4	Construction Duration Estimate	1			2	1	1				$ 930.00
1.5.5	General Notes & Specifications	1			2	5	2				$ 1,715.00
1.5.6	Supporting Contract Documentation	1			2	1	2				$ 1,055.00
	Task 2.5 Total	**6**	**0**	**0**	**12**	**19**	**21**	**0**	**0**	**0**	**$ 9,600.00**
1.6	**Project Management**										
1.6.1	Project Administration	16								14	$ 5,120.00
1.6.2	Maintain Project Records	2			2					6	$ 1,370.00
1.6.3	Periodic Progress Meetings (County)	2			2						$ 890.00
1.6.4	Periodic Progress Meetings (Subconsultants)										$ -
1.6.5	QA/QC	2			4	6	4			4	$ 3,090.00
1.6.6	Invoice Preparation	3								10	$ 1,550.00
1.6.7	Progress Reports				2					8	$ 1,030.00
1.6.8	Plans Preparation for Submittal	1			2	4	4			8	$ 2,440.00
	Task 2.6 Total	**26**	**0**	**0**	**12**	**10**	**8**	**0**	**0**	**50**	**$ 15,490.00**
	Task 1 - PS&E Total	**63**	**0**		**119**	**241**	**307**	**0**	**0**	**50**	**$ 121,095.00**
2	**Project Bidding**										
2.1	**Project Bidding**										
2.1.1	Prepare Addenda										$ -
2.1.2	Contractor Questions (RFI)				1						$ 195.00
2.1.3	Attend Pre-Bid Conference				1						$ 195.00
2.1.4	Tabulate Bids				1						$ 195.00
2.1.5	Prepare Recommendation Letter										$ -
	Task 2 Project Bidding Total	**0**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**$ 585.00**
3	**Construction Support**										
3.1	**Construction Support (If Required)**										
3.1.1	Preconstruction Meeting										$ -
3.1.2	Review Shop Drawings										$ -
3.1.3	General Construction Support										$ -
3.1.4	Prepare Change Orders as Necessary										$ -
	Task 3 Construction Support Total	**0**	**0**	**0**	**0**	**0**	**0**			**0**	**$ -**
	Total Tasks 1, 2, & 3	**63**	**0**		**122**	**241**	**307**	**0**	**0**	**50**	**$ 121,680.00**

Commissioners Court - Regular Session **40.**

Meeting Date: 03/21/2023

Authorize Issuing IFB #23IFB57 CR 207 Widening for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for CR 207 Widening under IFB #23IFB57 for the Road and Bridge Department. Funding Source is P622.

Background

Williamson County is seeking qualified contractors to provide materials, experienced milling/excavating, Hot Mix Asphalt Concrete (HMAC) widening, crew and equipment to widen CR 207. Budgeted amount: $988,648.00. Funding source: P622. The department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 07:30 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:54 PM
Form Started By: Gretchen Glenn		Started On: 03/14/2023 11:00 AM
Final Approval Date: 03/16/2023		

Commissioners Court - Regular Session **41.**

Meeting Date: 03/21/2023

Approval of execution of agreement under IFB #23IFB33 CR 404 Realignment for HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on executing the agreement for IFB #23IFB33 CR 404 Realignment for Capital Excavation Company, in the amount of $5,139,487.45. Funding Source is P391.

Background

Williamson County awarded IFB #23IFB33 on February 28, 2023, under agenda item #60. The wording for "execution of the agreement" was omitted in the original motion and we seek to correct the record. The agreements are not attached to the agenda item requests as HNTB normally gathers the signatures after the motion is passed. Those signed agreements are then entered in the minutes. Moving forward, the agreements will be scanned into the initial agenda item requests. The funding source is P391 and the point of contact is Kim Scherer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 07:55 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:56 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2023 12:11 PM
Final Approval Date: 03/16/2023		

Commissioners Court - Regular Session **42.**

Meeting Date: 03/21/2023

Final plat for the Northgate Ranch CR 214 ROW and Amenity Center 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 final plat for the Northgate Ranch CR 214 ROW and Amenity Center subdivision – Precinct 2.

Background

This subdivision is part of the Northgate Ranch Phase 2 (aka Lariat) development. It consists of right-of-way for the realignment of a portion of CR 214, 2 landscape lots, 2 amenity lots and 5,606 linear feet of new public roads.

Timeline

2023-01-11 – initial submittal of the final plat
2023-01-26 – 1st review complete with comments
2023-02-08 – 2nd submittal of final plat
2023-02-23 – 2nd review complete with comments
2023-02-27 – 3rd submittal of final plat
2023-03-10 – 3rd review complete with comments
2023-03-13 – 4th submittal of final plat
2023-03-16 – 4th review complete with minor comment
2023-03-16 – 5th submittal of final plat with signatures
2023-03-16 – 5th review complete with comments clear
2023-03-16 – final plat placed on the March 21, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Northgate Ranch CR 214 ROW and Amenity Center

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:15 PM
Form Started By: Adam Boatright		Started On: 03/16/2023 11:32 AM
Final Approval Date: 03/16/2023		

MATCH LINE INSET
THIS SHEET

DETAIL "A"

DETAIL "B"

DETAIL "C"

DETAIL "L"

LANDSCAPE LOT
0.231 OF ONE ACRE

LANGHORNE BEND
(50' ROW)

SEE
DETAIL "D"

S20°25'36"E
838.39'

N20°39'10"W 591.48'

S20°23'42"E 1515.54'

790.54'

10' P.U.E

LOT 138

LOT 139

LOT 140

LOT 141

SAN GABRIEL RANCH ROAD
(ROW VARIES)

N20°05'22"W 554.52'

5'16.75'

GRAPHIC SCALE
100' 80' 60' 40' 20' 0' 50' 100'

SUNDANCE RANCH NORTH
PHASE 2
CAB. R, SLIDE 7
P.R.W.C.T.

AREA: 27.76 ACRES

SURVEY: JAMES HACKETT SURVEY, ABSTRACT NO. 312
JOHN McDEVITT SURVEY, ABSTRACT NO. 415

RESIDENTIAL LOTS: 0
LANDSCAPE LOTS: 7 (5.418 ACRES)
AMENITY LOTS: 2 (5.387 ACRES)

BLOCKS: 9

SUBMITTAL DATE: , 2022

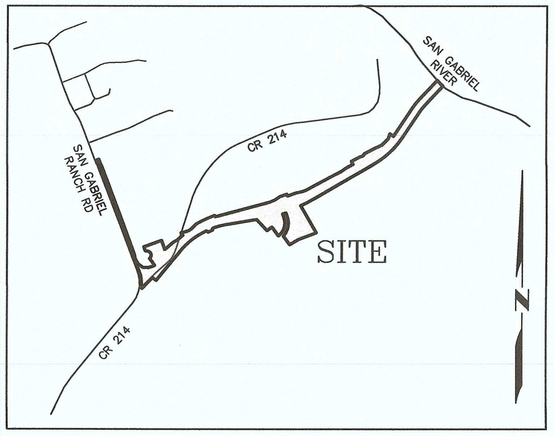
SHEET INDEX:
SHEET 1–3 – SUBDIVISION
SHEET 3 – CURVE/LINE TABLES
SHEET 4 – METES AND BOUNDS
SHEET 5 – NOTES

LEGEND

- ● 1/2" REBAR FOUND (OR AS NOTED)
- ◉ 1/2" REBAR WITH CAP FOUND WITH CAP STAMPED "FOREST 1847" OR (AS NOTED)
- ○ 1/2–INCH REBAR WITH CAP SET STAMPED "LSI SURVEY"
- ▲ 60D NAIL FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET

O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
B.L. BUILDING SETBACK LINE

VICINITY MAP
(NOT TO SCALE)



JAMES HACKETT SURVEY
ABSTRACT NO. 312

PHAU-LARIAT 108, LLC
(34.22 ACRES)
DOC. NO. 2021138566
O.P.R.W.C.T.

PLANT LANE
(60' ROW)

LANDSCAPE LOT
1.727 ACRES

LANDSCAPE LOT
0.162 ACRES

LANDSCAPE LOT
0.321 ACRES

LOT 1
LONGHORN SUBDIVISION
CAB. G, SLIDE 96
P.R.W.C.T.

COUNTY ROAD NO. 214
(120' ROW)
16.95 ACRES

WILLIAMSON COUNTY, TEXAS
PARCEL 2C (10.45 OF ONE ACRE)
DOC. NO. 2009093312,
O.P.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
PARCEL 6E (3.43 ACRES)
DOC. NO. 2009093312
O.P.R.W.C.T.

RIVER OAKS LAND
PARTNERS II, LLC
TRACT 1
REMAINDER (678.09 ACRES)
DOC. NO. 2021137550
O.P.R.W.C.T.

TRI POINTE HOMES TEXAS, INC.
(57.98 ACRES)
DOC. NO. 2021138739
O.P.R.W.C.T.

TRI POINTE HOMES TEXAS, INC.
(42.34 ACRES)
DOC. NO. 2021138718
O.P.R.W.C.T.

ASHTON AUSTIN RESIDENTIAL, L.L.C
(45.04 ACRES)
DOC. NO. 2021138712
O.P.R.W.C.T.

LARIAT LOOP
(70' ROW)

LANDSCAPE LOT
0.802 ACRES

SEE
DETAIL "A"

SEE
DETAIL "B"

SEE
DETAIL "C"

N: 10229087.26
E: 3060685.46

RIVER OAKS LAND PARTNERS II, LLC
TRACT 1
REMAINDER (678.09 ACRES)
DOC. NO. 2021137550
O.P.R.W.C.T.

MATCH LINE SHEET 1
SHEET 2

APPROXIMATE SURVEY LINE

JAMES HACKETT SURVEY
ABSTRACT NO. 312

STREET NAMES					
STREET	R.O.W WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
COUNTY ROAD NO. 214	120' (VARIES)	5,319 FEET	45 MPH	PUBLIC	ARTERIAL (URBAN)
SAN GABRIEL RANCH ROAD	60' (VARIES)	200 FEET	45 MPH	PUBLIC	ARTERIAL (URBAN)
SOUTH HEMMINGWAY LOOP	70'	25 FEET	35 MPH	PUBLIC	COLLECTOR (URBAN)
PLANT LANE	60'	34 FEET	35 MPH	PUBLIC	COLLECTOR (URBAN)
CROOKED OAK DRIVE	70'	66 FEET	35 MPH	PUBLIC	COLLECTOR (URBAN)
LARIAT LOOP	70'	78 FEET	35 MPH	PUBLIC	COLLECTOR (URBAN)
LEELAND DRIVE	60'	62 FEET	35 MPH	PUBLIC	COLLECTOR (URBAN)
LANGHORNE BEND	50'	22 FEET	25 MPH	PUBLIC	LOCAL (URBAN)

LOT 57
BLOCK A

THE HIDDEN CREEK ESTATES
DOC. NO. 2016032981
O.P.R.W.C.T.

LOT 56

POINT OF
BEGINNING
N: 10230156.49
E: 3059038.40

3/4"

15.00'

19.29'

10' P.U.E

SAN GABRIEL RANCH ROAD
(ROW VARIES)

S20°23'42"E 1515.54'

N21°26'17"W 691.96'

675.01'

N20°23'42"W
660.00'

LANDSCAPE LOT
0.231 OF ONE ACRE

PHAU-LARIAT 108, LLC
(34.22 ACRES)
DOC. NO. 2021138566
O.P.R.W.C.T.

GRAPHIC SCALE
100' 80' 60' 40' 20' 0' 50' 100'

MATCH LINE INSET
THIS SHEET

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

NORTHGATE CR 214 ROW
AND AMENITY CENTER

REVISIONS	
DESCRIPTION	DATE

PROJECT NAME: NORTHGATE RANCH
JOB NUMBER: 18–032
DATE: 12/21/21 | SCALE: 1" = 100'
DRAWING FILE PATH:K\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG
FIELDNOTE FILE PATH:
K:\18032 – NORTHGATE RANCH\DESCRIPTIONS
RPLS: FWF | TECH: JRM | PARTYCHIEF: N/A
CHECKED BY: HAS | FIELDBOOK: N/A

DRAWING NAME:
NG ROW–AMENITY

SHEET
01 of 05

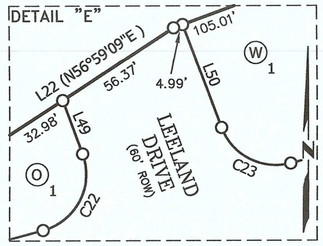
DRAWING PATH: K:\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG SHEET PLOT SIZE: ARCH FULL BLEED C (18.00 X 24.00 INCHES) LAST SAVED: 3/13/2023 8:35 AM PLOT DATE: 3/13/2023 12:30 PM

100' 80' 60' 40' 20' 0' 50' 100'

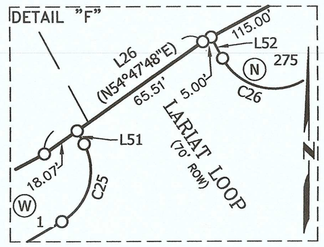
GRAPHIC SCALE

N

DETAIL "E"



DETAIL "F"



PHAU-LARIAT 108, LLC
(68.75 ACRES)
DOC. NO. 2021138569
O.P.R.W.C.T.

ASHTON AUSTIN RESIDENTIAL, L.L.C
(45.04 ACRES)
DOC. NO. 2021138712
O.P.R.W.C.T.

JOHN McDEVITT SURVEY
ABSTRACT NO. 415

LARIAT LOOP (70' ROW)

150.70'
N61°55'32"E
C3
N 275
LANDSCAPE LOT
1.171 ACRES
25' B.L.
L27
120.00'
N61°55'32"E
115.00'
10' P.U.E
N59°53'04"E 368.58'
C26
L26
C25
SEE DETAIL "F"

MATCH LINE
SHEET 2
SHEET 3

W 1
LANDSCAPE LOT
1.004 ACRES
N61°55'32"E 598.15'
10' P.U.E
N59°53'04"E 316.98'
S59°53'04"W 1014.51'

LEELAND DRIVE (60' ROW)

SEE DETAIL "E"
L23
105.01'
L24
131.02'
N70°04'06"E
103.72'
N77°26'28"E
L25
C24
L22
L50
25' B.L.
L48
C23
L21
25' B.L.
C22
O 1
LANDSCAPE LOT
0.802 ACRES

RIVER OAKS LAND PARTNERS II, LLC
TRACT 1
REMAINDER (678.09 ACRES)
DOC. NO. 2021137550
O.P.R.W.C.T.

C8

COUNTY ROAD NO. 214
(ROW VARIES)
16.95 ACRES

N: 10229478.08
E: 3062061.51

APPROXIMATE SURVEY LINE

N74°58'40"E 796.56'
N74°58'40"E 901.10'
10' P.U.E

C30
C29
C28
10' P.U.E
25' B.L.
L36
L35
L37
L53
C31
10' P.U.E
25' B.L.
21.25'
S80°27'43"W 447.78'
H 1
AMENITY LOT
1.748 ACRES
32
AMENITY LOT
3.639 ACRES
S30°06'56"E 463.62'
N44°01'29"W 227.98'
206.73'
L38
N35°49'10"W
162.84'
C10
C9

JOHN McDEVITT SURVEY
ABSTRACT NO. 415

WASTEWATER LINE EASEMENT
DOC. NO. 2022128892
O.P.R.W.C.T.

RIVER OAKS LAND PARTNERS II, LLC
TRACT 1
REMAINDER (678.09 ACRES)
DOC. NO. 2021137550
O.P.R.W.C.T.

TRI POINTE HOMES TEXAS, INC.
(57.98 ACRES)
DOC. NO. 2021138739
O.P.R.W.C.T.

L34
S69°36'16"W
166.46'
CALCULATED 100 YEAR FLOODPLAIN LINE
N36°01'37"W
158.37'
S59°38'35"W 152.74'

MATCH LINE SHEET 1
SHEET 2

APPROXIMATE SURVEY LINE

JAMES HACKETT SURVEY
ABSTRACT NO. 312

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

NORTHGATE CR 214 ROW AND AMENITY CENTER

REVISIONS

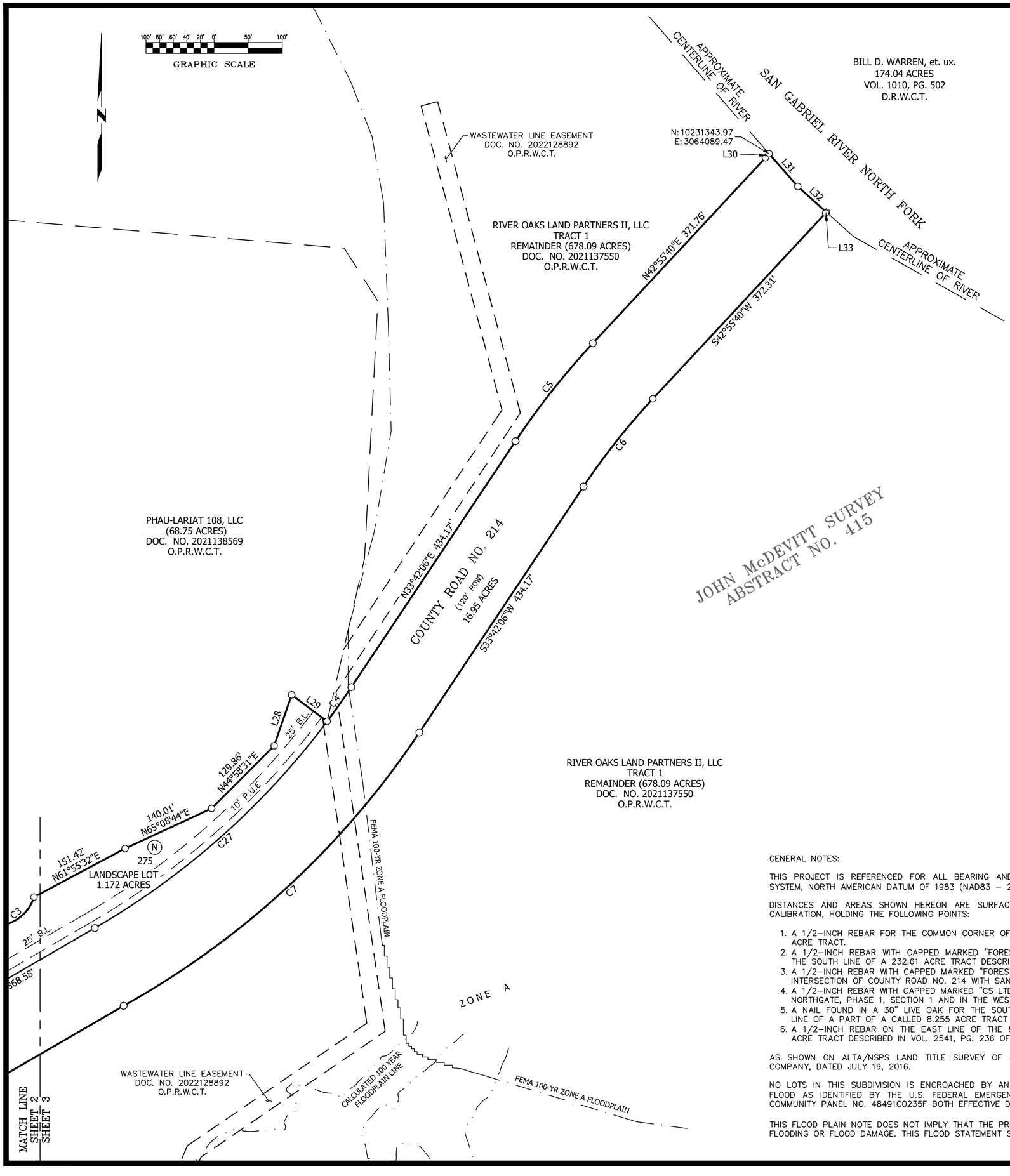
DATE	DESCRIPTION

PROJECT NAME: NORTHGATE RANCH
JOB NUMBER: 18-032
DATE: 12/21/21 | SCALE: 1" = 100'
DRAWING FILE PATH:K:\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG
FIELDNOTE FILE PATH: K:_18032 - NORTHGATE RANCH_DESCRIPTIONS
RPLS: FWF | TECH: JRM | PARTYCHIEF: N/A
CHECKED BY: HAS | FIELDBOOK: N/A

DRAWING NAME:
NG ROW-AMENITY

SHEET
02 of 05

DRAWING PATH: K:\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG SHEET PLOT SIZE: ARCH FULL BLEED C (18.00 X 24.00 INCHES) LAST SAVED: 3/13/2023 8:35 AM PLOT DATE: 3/13/2023 12:30 PM



RIVER OAKS LAND PARTNERS II, LLC
TRACT 1
REMAINDER (678.09 ACRES)
DOC. NO. 2021137550
O.P.R.W.C.T.

Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord
C1	60.00'	158.22'	151°05'20"	N22° 14' 00"W	116.20'
C2	20.00'	28.07'	80°24'44"	N57° 34' 18"W	25.82'
C3	60.00'	77.06'	73°35'29"	N53° 55' 41"E	71.88'
C4	1140.00'	61.45'	3°05'18"	N35° 14' 45"E	61.44'
C5	1140.00'	183.57'	9°13'34"	N38° 18' 53"E	183.37'
C6	1020.00'	164.24'	9°13'33"	S38° 18' 53"W	164.07'
C7	1260.00'	596.51'	27°07'29"	S47° 14' 48"W	590.95'
C8	2560.00'	229.25'	5°07'51"	S62° 26' 59"W	229.17'
C9	285.00'	310.20'	62°21'45"	N10° 47' 00"E	295.12'
C10	235.00'	305.58'	74°30'15"	S16° 51' 15"W	284.50'
C11	1140.00'	204.84'	10°17'42"	S75° 18' 52"W	204.56'
C12	25.00'	40.62'	93°05'11"	S23° 37' 25"W	36.29'
C13	25.00'	40.62'	93°04'59"	N69° 27' 39"W	36.29'
C14	1140.00'	492.00'	24°43'40"	S51° 38' 01"W	488.19'
C15	1260.00'	17.53'	0°47'49"	N39° 40' 06"E	17.53'
C16	25.00'	35.13'	80°30'53"	N00° 11' 26"W	32.31'
C17	25.00'	38.11'	87°19'55"	N88° 40' 34"E	34.52'
C18	1260.00'	426.53'	19°23'44"	N54° 42' 29"E	424.50'
C19	25.00'	38.10'	87°19'31"	N20° 44' 36"E	34.52'
C20	25.00'	38.10'	87°19'20"	S66° 34' 50"E	34.52'
C21	1260.00'	114.78'	5°13'10"	N72° 22' 05"E	114.74'
C22	25.00'	41.62'	95°22'39"	N27° 17' 21"E	36.97'
C23	25.00'	36.82'	84°23'18"	S62° 35' 38"E	33.58'
C24	2440.00'	652.73'	15°19'39"	N67° 32' 54"E	650.79'
C25	25.00'	38.38'	87°57'39"	N15° 54' 15"E	34.72'
C26	25.00'	40.16'	92°02'21"	S74° 05' 45"E	35.98'
C27	1140.00'	459.50'	23°05'39"	N48° 20' 14"E	456.40'
C28	2560.00'	229.61'	5°08'20"	S67° 35' 05"W	229.54'
C29	15.00'	23.70'	90°32'18"	S24° 53' 06"W	21.31'
C30	15.00'	22.95'	87°39'17"	N64° 14' 17"W	20.77'
C31	2560.00'	380.99'	8°31'37"	S76° 11' 54"W	380.64'
C32	15.00'	23.56'	90°00'00"	S24° 34' 24"W	21.21'
C33	15.00'	23.56'	89°59'50"	N65° 23' 41"W	21.21'
C34	25.00'	39.27'	90°00'00"	S84° 16' 11"W	35.36'
C35	440.00'	231.08'	30°05'29"	N35° 41' 04"W	228.44'
C36	500.00'	32.98'	3°46'46"	N48° 50' 26"W	32.98'
C37	25.00'	39.27'	90°00'00"	N05° 43' 49"W	35.36'

Line Table		
Line #	Direction	Length
L1	N69° 35' 27"E	34.29'
L2	S08° 27' 36"E	45.99'
L3	S22° 32' 11"E	45.03'
L4	S30° 12' 22"E	49.29'
L5	S51° 53' 05"E	93.72'
L6	S88° 44' 14"E	81.90'
L7	N75° 07' 24"E	64.47'
L8	N62° 14' 11"E	35.21'
L9	N19° 37' 34"W	54.68'
L10	N61° 05' 28"E	61.29'
L11	N49° 33' 14"E	114.95'
L12	N40° 26' 46"W	45.49'
L13	N74° 53' 35"E	86.24'
L14	N69° 34' 31"E	45.00'
L15	N52° 45' 14"E	30.45'
L16	N22° 55' 10"W	11.02'
L17	N61° 36' 32"E	5.03'
L18	N66° 40' 49"E	60.00'
L19	S22° 55' 03"E	21.73'
L20	N76° 46' 27"E	38.10'
L21	N67° 02' 32"E	86.09'
L22	N56° 59' 09"E	89.35'
L23	N70° 04' 06"E	110.00'
L24	S20° 23' 52"E	30.00'
L25	N69° 09' 09"E	56.03'
L26	N54° 47' 48"E	83.58'
L27	N28° 04' 28"W	50.00'
L28	N18° 58' 18"E	79.14'
L29	S53° 12' 34"E	65.03'
L30	N42° 24' 23"E	7.90'
L31	S41° 10' 31"E	63.88'
L32	S48° 02' 38"E	56.53'
L33	S42° 24' 23"W	1.75'
L34	S69° 15' 37"W	116.03'
L35	N20° 23' 52"W	56.00'
L36	S71° 54' 33"W	50.04'
L37	S20° 23' 52"E	58.01'
L38	S54° 54' 07"W	89.00'
L39	S67° 05' 00"W	70.00'
L40	N50° 35' 36"W	65.57'
L41	S46° 09' 31"W	49.06'
L42	S44° 21' 51"W	53.53'
L43	S43° 27' 42"W	91.32'
L44	S41° 50' 37"W	31.53'
L45	N05° 55' 55"W	81.36'
L46	N40° 26' 52"W	22.65'
L47	N22° 55' 10"W	19.98'
L48	S22° 55' 10"E	20.88'
L49	N20° 23' 59"W	24.84'
L50	S20° 23' 59"E	47.45'
L51	N28° 04' 35"W	6.47'
L52	S28° 04' 35"E	10.32'
L53	S80° 27' 43"W	0.48'
L54	S50° 35' 36"E	0.48'
L55	N50° 43' 49"W	75.12'
L56	N50° 43' 49"W	75.12'
L57	S20° 03' 19"E	21.58'
L58	N19° 55' 54"W	50.16'

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON SITE CALIBRATION, HOLDING THE FOLLOWING POINTS:

1. A 1/2–INCH REBAR FOR THE COMMON CORNER OF LOT 57, BLOCK A, THE HIDDEN CREEK ESTATES AND THE 846.46 ACRE TRACT.
2. A 1/2–INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE NORTH LINE OF THE 846.46 ACRE TRACT AND THE SOUTH LINE OF A 232.61 ACRE TRACT DESCRIBED IN VOL. 845, PG. 441, D.R.W.C.T.
3. A 1/2–INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE WEST LINE OF THE 846.46 ACRE TRACT AND THE INTERSECTION OF COUNTY ROAD NO. 214 WITH SAN GABRIEL RANCH ROAD.
4. A 1/2–INCH REBAR WITH CAPPED MARKED "CS LTD" FOR THE NORTHWEST CORNER OF LOT 2, BLOCK B, ESTATES OF NORTHGATE, PHASE 1, SECTION 1 AND IN THE WEST ROW LINE OF COUNTY ROAD NO 214.
5. A NAIL FOUND IN A 30" LIVE OAK FOR THE SOUTHEAST CORNER OF THE 846.46 ACRE TRACT AND IN THE NORTH LINE OF A PART OF A CALLED 8.255 ACRE TRACT DESCRIBED IN DOC, NO. 9721391, O.P.R.W.C.T.
6. A 1/2–INCH REBAR ON THE EAST LINE OF THE 846.46 ACRE TRACT AND IN THE WEST LINE OF A CALLED 40.13 ACRE TRACT DESCRIBED IN VOL. 2541, PG. 236 OF THE D.R.W.C.T.

AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF 846.46 ACRES PREPARED BY FOREST SURVEYING AND MAPPING COMPANY, DATED JULY 19, 2016.

NO LOTS IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY MAP, (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48491C0235F BOTH EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY TEXAS.

THIS FLOOD PLAIN NOTE DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

NORTHGATE CR 214 ROW AND AMENITY CENTER

REVISIONS	
DATE	DESCRIPTION

PROJECT NAME: NORTHGATE RANCH
JOB NUMBER: 18-032
DATE: 12/21/21 | SCALE: 1" = 100'
DRAWING FILE PATH:K:\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG
FIELDNOTE FILE PATH: K:\18032 – NORTHGATE RANCH\DESCRIPTIONS
RPLS: FWF | TECH: JRM | PARTYCHIEF: N/A
CHECKED BY: HAS | FIELDBOOK: N/A

DRAWING NAME: NG ROW–AMENITY

SHEET 03 of 05

DRAWING PATH: K:\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG SHEET PLOT SIZE: ARCH FULL BLEED C (18.00 X 24.00 INCHES) LAST SAVED: 3/16/2023 10:47 AM PLOT DATE: 3/16/2023 10:47 AM

METES AND BOUNDS:

BEING 27.76 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES HACKETT SURVEY, ABSTRACT NO. 312 AND THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, BOTH IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER OF A CALLED 678.09 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO RIVER OAKS LAND PARTNERS II, LLC, AS RECORDED IN DOCUMENT NO. 2021137550, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4–INCH REBAR FOUND IN THE EXISTING EAST RIGHT–OF–WAY LINE OF SAN GABRIEL RANCH ROAD (R.O.W. VARIES) FOR THE NORTHWEST CORNER OF THE REMAINDER OF SAID 678.09 ACRE TRACT AND THE SOUTHWEST CORNER OF LOT 57, BLOCK A, THE HIDDEN CREEK ESTATES, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2016032981 OF SAID O.P.R.W.C.T.;

THENCE NORTH 69°35'27" EAST WITH THE NORTH LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID LOT 57, A DISTANCE OF 34.29 FEET TO THE NORTHWEST CORNER OF A CALLED 34.22 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO PHAU–LARIAT 108, LLC, RECORDED IN DOCUMENT NO. 2021138566 OF SAID O.P.R.W.C.T. AND A CORNER OF THE REMAINDER OF SAID 678.09 ACRE TRACT;

THENCE WITH THE COMMON LINE OF SAID 34.22 ACRE TRACT AND THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING TWENTY–TWO (22) COURSES AND DISTANCES:

1. SOUTH 20°23'42" EAST A DISTANCE OF 1,515.54 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
2. SOUTH 08°27'36" EAST A DISTANCE OF 45.99 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
3. SOUTH 22°32'11" EAST A DISTANCE OF 45.03 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
4. SOUTH 30°12'22" EAST A DISTANCE OF 49.29 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
5. SOUTH 51°53'05" EAST A DISTANCE OF 93.72 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
6. SOUTH 88°44'14" EAST A DISTANCE OF 81.90 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
7. NORTH 75°07'24" EAST A DISTANCE OF 64.47 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
8. NORTH 62°14'11" EAST A DISTANCE OF 35.21 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
9. NORTH 36°41'21" WEST A DISTANCE OF 128.82 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
10. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 158.22 FEET, A DELTA ANGLE OF 151°05'20", AND A CHORD WHICH BEARS NORTH 22°14'00" WEST A DISTANCE OF 116.20 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET FOR THE POINT OF REVERSE CURVATURE;
11. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 28.07 FEET, A DELTA ANGLE OF 80°24'44", AND A CHORD WHICH BEARS NORTH 57°34'18" WEST A DISTANCE OF 25.82 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
12. NORTH 19°37'34" WEST A DISTANCE OF 54.68 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
13. NORTH 69°54'11" EAST A DISTANCE OF 277.97 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
14. SOUTH 20°05'49" EAST A DISTANCE OF 143.66 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
15. NORTH 49°33'14" EAST A DISTANCE OF 165.94 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
16. NORTH 61°05'28" EAST A DISTANCE OF 61.29 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
17. NORTH 49°33'14" EAST A DISTANCE OF 114.95 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
18. NORTH 40°26'46" WEST A DISTANCE OF 45.49 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
19. NORTH 74°53'35" EAST A DISTANCE OF 86.24 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
20. NORTH 69°34'31" EAST A DISTANCE OF 45.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
21. NORTH 52°45'14" EAST A DISTANCE OF 30.45 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET; AND
22. NORTH 45°04'17" EAST A DISTANCE OF 107.75 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET FOR THE SOUTHEAST CORNER OF SAID 34.22 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF A CALLED 42.34 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TRI POINTE HOMES TEXAS, INC, RECORDED IN DOCUMENT NO. 2021138718 OF SAID O.P.R.W.C.T.;

THENCE OVER AND ACROSS THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 67°04'57" EAST A DISTANCE OF 114.99 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET; AND
2. NORTH 22°55'10" WEST A DISTANCE OF 11.02 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE SOUTH LINE OF SAID 42.34 ACRE TRACT THE COMMON LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 42.34 ACRE TRACT THE COMMON LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 61°36'32" EAST A DISTANCE OF 5.03 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
2. NORTH 66°40'49" EAST A DISTANCE OF 60.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET; AND
3. NORTH 67°04'57" EAST A DISTANCE OF 120.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET FOR THE SOUTHEAST CORNER OF SAID 42.34 ACRE TRACT AND BEING IN THE WEST LINE OF A CALLED 45.04 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO ASHTON AUSTIN RESIDENTIAL L.L.C., RECORDED IN DOCUMENT NO. 2021138712 OF SAID O.P.R.W.C.T.;

THENCE SOUTH 22°55'03" EAST WITH THE COMMON LINE OF SAID 45.04 ACRE TRACT AND THE REMAINDER OF SAID 678.09 ACRE TRACT, A DISTANCE OF 21.73 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET FOR THE SOUTHWEST CORNER OF SAID 45.04 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 45.04 ACRE TRACT AND THE COMMON LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES:

1. NORTH 76°46'27" EAST A DISTANCE OF 38.10 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
2. NORTH 74°58'40" EAST A DISTANCE OF 796.56 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
3. NORTH 67°02'32" EAST A DISTANCE OF 86.09 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
4. NORTH 56°59'09" EAST A DISTANCE OF 89.35 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
5. NORTH 70°04'06" EAST A DISTANCE OF 110.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
6. SOUTH 20°23'52" EAST A DISTANCE OF 30.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
7. NORTH 70°04'06" EAST A DISTANCE OF 131.02 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
8. NORTH 77°26'28" EAST A DISTANCE OF 103.72 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
9. NORTH 69°09'09" EAST A DISTANCE OF 56.03 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
10. NORTH 61°55'32" EAST A DISTANCE OF 598.15 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET; AND
11. NORTH 54°47'48" EAST A DISTANCE OF 83.58 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE SOUTH LINE OF A CALLED 68.75 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO PHAU–LARIAT 108, LLC., RECORDED IN DOCUMENT NO. 2021138569 OF SAID O.P.R.W.C.T AND THE COMMON LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT;

THENCE WITH THE SOUTH LINE OF SAID 68.75 ACRE TRACT AND THE COMMON LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. NORTH 61°55'32" EAST A DISTANCE OF 120.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
2. NORTH 28°04'28" WEST A DISTANCE OF 50.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
3. NORTH 61°55'32" EAST A DISTANCE OF 150.70 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
4. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 77.06 FEET, A DELTA ANGLE OF 73°35'29", AND A CHORD WHICH BEARS NORTH 53°55'41" EAST A DISTANCE OF 71.88 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
5. NORTH 61°55'32" EAST A DISTANCE OF 151.42 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
6. NORTH 65°08'44" EAST A DISTANCE OF 140.01 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
7. NORTH 44°58'31" EAST A DISTANCE OF 129.86 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
8. NORTH 18°58'18" EAST A DISTANCE OF 79.14 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET; AND
9. SOUTH 53°12'34" EAST A DISTANCE OF 65.03 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET FOR THE SOUTHEAST CORNER OF SAID 68.75 ACRE TRACT AND A COMMON CORNER OF THE REMAINDER OF SAID 678.09 ACRE TRACT;

THENCE OVER AND ACROSS THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING FIVE (5) COURSE AND DISTANCES:

1. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1140.00 FEET, AN ARC LENGTH OF 61.45 FEET, A DELTA ANGLE OF 03°05'18", AND A CHORD WHICH BEARS NORTH 35°14'45" EAST A DISTANCE OF 61.44 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
2. NORTH 33°42'06" EAST A DISTANCE OF 434.17 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
3. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, AN ARC LENGTH OF 183.57 FEET, A DELTA ANGLE OF 09°13'34", AND A CHORD WHICH BEARS NORTH 38°18'53" EAST A DISTANCE OF 183.37 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
4. NORTH 42°55'40" EAST A DISTANCE OF 371.76 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET; AND
5. NORTH 42°24'23" EAST A DISTANCE OF 7.90 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE EAST LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT AND THE COMMON EAST LINE OF A CALLED 174.04 ACRE TRACT OF LAND DESCRIBED IN DEED TO BILL D. WARREN, ET UX, RECORDED IN VOLUME 1010, PAGE 502 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING IN THE APPROXIMATE CENTERLINE OF THE SAN GABRIEL RIVER (NORTH FORK);

THENCE WITH THE EAST LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT AND THE COMMON EAST LINE OF SAID 174.04 ACRE TRACT, BEING THE APPROXIMATE CENTERLINE OF THE SAN GABRIEL RIVER (NORTH FORK), THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 41°10'31" EAST A DISTANCE OF 63.88 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET; AND
2. SOUTH 48°02'38" EAST A DISTANCE OF 56.53 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;

THENCE OVER AND ACROSS THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING ELEVEN (11) COURSE AND DISTANCES:

1. SOUTH 42°24'23" WEST A DISTANCE OF 1.75 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
2. SOUTH 42°55'40" WEST A DISTANCE OF 372.31 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
3. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1020.00 FEET, AN ARC LENGTH OF 164.24 FEET, A DELTA ANGLE OF 09°13'33", AND A CHORD WHICH BEARS SOUTH 38°18'53" WEST A DISTANCE OF 164.07 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
4. SOUTH 33°42'06" WEST A DISTANCE OF 434.17 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
5. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1260.00 FEET, AN ARC LENGTH OF 596.51 FEET, A DELTA ANGLE OF 27°07'29", AND A CHORD WHICH BEARS SOUTH 47°14'48" WEST A DISTANCE OF 590.95 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
6. SOUTH 59°53'04" WEST A DISTANCE OF 1014.51 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
7. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2560.00 FEET, AN ARC LENGTH OF 229.25 FEET, A DELTA ANGLE OF 05°07'51", AND A CHORD WHICH BEARS SOUTH 62°26'59" WEST A DISTANCE OF 229.17 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
8. SOUTH 30°06'56" EAST A DISTANCE OF 463.62 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
9. SOUTH 69°15'37" WEST A DISTANCE OF 116.03 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
10. SOUTH 69°36'16" WEST A DISTANCE OF 166.46 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET; AND
11. SOUTH 59°38'38" WEST A DISTANCE OF 152.74 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE EAST LINE OF A CALLED 57.98 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TRI POINTE HOMES TEXAS, INC., RECORDED IN DOCUMENTS NO. 2021138739 OF SAID O.P.R.W.C.T. AND A COMMON LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT;

THENCE WITH THE COMMON LINE OF SAID 57.98 ACRE TRACT AND THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. NORTH 36°01'37" WEST A DISTANCE OF 158.37 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
2. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 310.20 FEET, A DELTA ANGLE OF 62°21'45", AND A CHORD WHICH BEARS NORTH 10°47'00" EAST A DISTANCE OF 295.12 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
3. NORTH 20°23'52" WEST A DISTANCE OF 56.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
4. SOUTH 71°54'33" WEST A DISTANCE OF 50.04 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
5. SOUTH 20°23'52" EAST A DISTANCE OF 58.01 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
6. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 305.58 FEET, A DELTA ANGLE OF 74°30'15", AND A CHORD WHICH BEARS SOUTH 16°51'15" WEST A DISTANCE OF 284.50 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
7. NORTH 35°49'10" WEST A DISTANCE OF 162.84 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
8. SOUTH 54°54'07" WEST A DISTANCE OF 89.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
9. NORTH 44°01'29" WEST PASSING AT A DISTANCE OF 206.73 FEET, A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET FOR A COMMON CORNER OF THE REMAINDER OF SAID 678.09 ACRE TRACT AND OF SAID 57.98 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 227.98 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;

THENCE OVER AND ACROSS THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. SOUTH 80°27'43" WEST A DISTANCE OF 447.78 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
2. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1140.00 FEET, AN ARC LENGTH OF 204.84 FEET, A DELTA ANGLE OF 10°17'42", AND A CHORD WHICH BEARS SOUTH 75°18'52" WEST A DISTANCE OF 204.56 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
3. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 40.62 FEET, A DELTA ANGLE OF 93°05'11", AND A CHORD WHICH BEARS SOUTH 23°37'25" WEST A DISTANCE OF 36.29 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
4. SOUTH 67°05'00" WEST A DISTANCE OF 70.00 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
5. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 40.62 FEET, A DELTA ANGLE OF 93°04'59", AND A CHORD WHICH BEARS NORTH 69°27'39" WEST A DISTANCE OF 36.29 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
6. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1140.00 FEET, AN ARC LENGTH OF 492.00 FEET, A DELTA ANGLE OF 24°43'40", AND A CHORD WHICH BEARS SOUTH 51°38'01" WEST A DISTANCE OF 488.19 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
7. SOUTH 39°16'05" WEST A DISTANCE OF 555.43 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET IN THE EXISTING EAST RIGHT–OF–WAY LINE OF COUNTY ROAD 214, BEING THE EAST LINE OF A CALLED 0.45 OF ONE ACRE TRACT OF LAND DESCRIBED AS PARCEL 2C IN A SPECIAL WARRANTY DEED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2009093312 OF SAID O.P.R.W.C.T., FROM WHICH A 1/2–INCH REBAR WITH CAP STAMPED "CS" FOUND FOR THE NORTHEAST CORNER OF SAID 0.45 OF ONE ACRE TRACT, BEARS SOUTH 50°35'36" EAST A DISTANCE OF 0.48 FEET;

THENCE WITH THE COMMON LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT AND OF SAID 0.45 OF ONE ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 50°35'36" WEST A DISTANCE OF 65.57 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "CS" FOUND;
2. SOUTH 46°09'31" WEST A DISTANCE OF 49.06 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "CS" FOUND;
3. SOUTH 44°21'51" WEST A DISTANCE OF 53.53 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
4. SOUTH 43°27'42" WEST A DISTANCE OF 91.32 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET; AND
5. SOUTH 41°50'37" WEST A DISTANCE OF 31.53 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET FOR THE COMMON NORTH CORNER OF SAID 0.45 ACRE TRACT AND SAID 3.43 ACRE TRACT, ALSO BEING IN THE EXISTING EAST RIGHT–OF–WAY LINE OF SAID SAN GABRIEL RANCH ROAD;

THENCE WITH THE EXISTING EAST RIGHT–OF–WAY LINE OF SAID SAN GABRIEL RANCH ROAD AND THE COMMON WEST LINE OF THE REMAINDER OF SAID 678.09 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 05°55'55" WEST A DISTANCE OF 81.36 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "FOREST 1847" FOUND;
2. NORTH 05°40'37" WEST A DISTANCE OF 111.20 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" SET;
3. NORTH 20°05'22" WEST A DISTANCE OF 554.52 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "FOREST 1847" FOUND;
4. NORTH 20°39'10" WEST A DISTANCE OF 591.48 FEET TO A 1/2–INCH REBAR WITH CAP STAMPED "FOREST 1847" FOUND; AND
5. NORTH 21°26'17" WEST A DISTANCE OF 691.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.76 ACRES OF LAND, MORE OR LESS.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

NORTHGATE CR 214 ROW AND AMENITY CENTER

REVISIONS	
DATE	DESCRIPTION

PROJECT NAME: NORTHGATE RANCH
JOB NUMBER: 18–032
DATE: 12/21/21 | SCALE: 1" = 100'
DRAWING FILE PATH:K:\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG
FIELDNOTE FILE PATH: K:\18032 – NORTHGATE RANCH\DESCRIPTIONS
RPLS: FWF | TECH: JRM | PARTYCHIEF: N/A
CHECKED BY: HAS | FIELDBOOK: N/A

DRAWING NAME: NG ROW–AMENITY

SHEET 04 of 05

DRAWING PATH: K:\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG SHEET PLOT SIZE: ARCH FULL BLEED C (18.00 X 24.00 INCHES) | LAST SAVED: 3/13/2023 8:35 AM PLOT DATE: 3/13/2023 12:30 PM

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

I, RIVER OAKS LAND PARTNERS II, LLC., OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021137550 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 "NORTHGATE CR 214 ROW AND AMENITY CENTER".

TO CERTIFY WHICH, WITNESS MY HAND THIS 13 DAY OF March, 2023

RANDY ROLLO, PRESIDENT
14001 WEST HWY 29 SUITE 203
LIBERTY HILL, TEXAS 78642
512-750-0896
RROLLO@RANDOLPHTEXAS.COM

THE STATE OF TEXAS §
THE COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RANDY ROLLO, PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 13 DAY OF March, 2023 AD.

NOTARY PUBLIC, STATE OF TEXAS

Sarah Madding
PRINTED NAME

10.13.2026
MY COMMISSION EXPIRES

SARAH MADDING
Notary Public, State of Texas
Comm. Expires 10-13-2026
Notary ID 130353348

ENGINEER'S CERTIFICATION:

THAT I, JOSEPH YAKLIN, DO HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAT COMPLIES WITH CHAPTER 5, SUBDIVISION, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF LIBERTY HILL, TEXAS.

JOSEPH YAKLIN, P.E.

ENGINEERING BY:
BGE, INC.
101 WEST LOUIS HENNA BLVD. SUITE 400
AUSTIN, TX 78728
512-879-0400
JYAKLIN@BGEINC.COM
TBPE FIRM REGISTRATION NO. 107869

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED
PROFESSIONAL ENGINEER
3-13-23

SURVEYOR'S CERTIFICATION:

I, FRANK W. FUNK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY TO THE CITY OF LIBERTY HILL THAT THIS PLAT COMPLIES WITH CHAPTER 5, SUBDIVISION, PUBLIC IMPROVEMENTS, AND THE CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

03/13/2023
FRANK W. FUNK
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6803
LANDESIGN SERVICES INC.
10090 WEST HWY 29
LIBERTY HILL, TEXAS 78642
512-238-7901
F.FUNK@LSISURVEY.COM

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SUBDIVISION IS NOT LOCATED WITHIN CITY OF LIBERTY HILL, TEXAS.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PERMITTED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
3. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS .
4. PROPERTY OWNER SHALL PROVIDED ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE WILLIAMSON COUNTY.
5. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS, IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
6. NO LOTS IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY MAP, (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NO. 48491C0235F BOTH EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY TEXAS.
7. SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF COUNTY ROAD NO. 214, LANGHORNE BEND, PLANT LANE, LARIAT LOOP, SOUTH HEMINGWAY LOOP, CROOKED OAK DRIVE AND LEELAND DRIVE. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
8. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
9. THE HOMEOWNERS ASSOCIATION IS REQUIRED TO MOW AND MAINTAIN LANDSCAPING IN THE LANDSCAPE LOTS, OPEN SPACE LOTS, AND AMENITY LOTS.
10. THERE ARE NO PLOTTABLE EASEMENTS OF RECORD LISTED IN THE TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 13, 2021, GF NO. 110-21000384-CTB FOR THE MOST RECENT PURCHASE OF THE PROPERTY.
11. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BY LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
12. 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.
13. ALL STREETS IN THIS SUBDIVISION WILL BE PUBLIC STREETS.
14. SINGLE FAMILY CORNER LOTS ON UNEQUAL CLASS STREETS HAVE ACCESS ONLY TO THE STREET WITH THE LOWER CLASSIFICATION PROHIBITING ACCESS TO THE OTHER STREET.
15. THE HOA BYLAWS ARE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS UNDER DOCUMENT NUMBER 2021137551.
16. 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.
17. 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, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. 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 BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
18. WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN, WASTEWATER SERVICE IS PROVIDED BY: NORTH SAN GABRIEL MUD #1, ELECTRIC SERVICE IS PROVIDED BY: PEC, GAS SERVICE IS PROVIDED BY ATMOS ENERGY.
19. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
20. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
21. DRIVEWAYS SHALL ONLY CONNECT TO INTERNAL PLATTED ROADS AND NOT TO CR 214 OR SAN GABRIEL RANCH ROAD, THE ADJACENT ROADS.
22. THE HOA WILL MAINTAIN ALL LANDSCAPE LOTS, OPEN SPACE LOTS, AND AMENITY LOTS.
23. 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.
24. 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.
25. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
26. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1 AND THE FLOOD DAMAGE PREVENTION ORDER, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
27. THE NORTH SAN GABRIEL MUNICIPAL UTILITY DISTRICT NO. 1 WILL MAINTAIN ALL PONDS, OPEN CHANNELS, DETENTION, WATER QUALITY AREAS AND DRAINAGE FACILITIES.

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

I, _____, 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.

_____ _____, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

_____
DATE

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

ROAD NAME AND ADDRESSING ASSIGNMENTS VERIFIED THIS _____ DAY OF _____, 20___, BY WILLIAMSON COUNTY, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

I, NANCY E., RISTER, CLERK OF COUNTY COURT, OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20____, A.D., AT _____ O'CLOCK __.M., AND DULY RECORDED THIS THE _____ DAY OF _____ 20____, A.D., AT _____ O'CLOCK __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

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

BY: _____, DEPUTY

LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

NORTHGATE CR 214 ROW AND AMENITY CENTER

REVISIONS

DESCRIPTION	DATE

PROJECT NAME: NORTHGATE RANCH
JOB NUMBER: 18-032
DATE: 12/21/21 | SCALE: 1" = 100'
DRAWING FILE PATH:K\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG
FIELDNOTE FILE PATH: K:\18032 - NORTHGATE RANCH\DESCRIPTIONS
RPLS: FWF | TECH: JRM | PARTYCHIEF: N/A
CHECKED BY: HAS | FIELDBOOK: N/A

DRAWING NAME: NG ROW-AMENITY

SHEET 05 of 05

DRAWING PATH: K:\18032 - NORTHGATE RANCH\CAD\DWGS\NG ROW-AMENITY REV.DWG SHEET PLOT SIZE: ARCH FULL BLEED C (18.00 X 24.00 INCHES) LAST SAVED: 3/13/2023 8:35 AM PLOT DATE: 3/13/2023 12:30 PM

Commissioners Court - Regular Session **43.**

Meeting Date: 03/21/2023

Replat of Lots 182 & 183 Sundance Ranch North Ph 2 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 replat of Lots 182 & 183, Sundance Ranch North Phase 2 subdivision – Precinct 2.

Background

This subdivision consists of a single lot and no new roads. The purpose of this replat is to remove the interior lot line and combine two existing lots into a single lot.

Timeline

2022-09-27 – initial submittal of the replat
2022-10-27 – 1st review complete with comments
2022-10-31 – 2nd submittal of replat
2022-11-15 – 2nd review complete with comments
2022-11-16 – 3rd submittal of replat
2022-11-29 – 3rd review complete with comments
2022-11-29 – 4th submittal of replat
2022-12-01 – 4th review complete with comments
2022-12-02 – 5th submittal of replat
2022-12-15 – 5th review complete comments clear
2023-03-03 – 6th submittal of replat with signatures
2023-03-08 – 6th review complete with minor comment
2023-03-13 – 7th submittal of replat with signatures
2023-03-15 – 7th review complete and comments clear
2023-03-16 – replat placed on March 21, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Sundance Ranch North Ph 2 Lots 182-183

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:16 PM
Form Started By: Adam Boatright		Started On: 03/16/2023 11:35 AM
Final Approval Date: 03/16/2023		

DESCRIPTION FOR: Jeanette Nicholson & Samuel A. Nicholson 10.674 Acres

BEING 10.674 acres of land, situated in the W. B. Billingsley Survey, Abstract No. 95, and the James Hackett Survey, Abstract No. 312, in Williamson County, Texas, said 10.674 acres being a portion out of Lot 183 and Lot 182, of the Sundance Ranch North Subdivision, Phase Two, recorded in Cabinet R, Slide 7, Plat Records Williamson County, Texas (PRWCT), said Lot 182 and Lot 183 being of record to Samuel A. Nicholson and wife, Jeanette A. Nicholson, Document No. 2014010206 and Document No. 2010069664, Official Public Records Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in January of 2022 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found (steel pin), at the Northwest corner of Lot 183, for the Northwest corner hereof, same being the Northeast corner of Lot 184, said point being a point in the South boundary line of a 129.4 acre tract, of record to The Rock Family Trust, Exhibit A, Tract 4, Volume 1620, Page 408, Deed Records Williamson County, Texas (DRWCT),

THENCE, with the common boundary line of the Sundance Ranch North Subdivision, Phase Two and said 129.4 acre tract, along or near a fence, the following two (2) courses and distances:

1. N 68°21'13" E, 261.01 feet, to a ½" iron pin found, at the Northeast corner of Lot 183, for an angle point hereof, same being the Northwest corner of Lot 182,
2. N 68°13'00" E, 258.50 feet, to a ½" iron pin found, at the Northeast corner of said Lot 182, for the Northeast corner hereof, same being Northeast corner of the Sundance Ranch North Subdivision, same being the Southeast corner of said 129.4 acre tract, said point being a point in the West boundary line of Lot 12 of the San Gabriel River Ranch Subdivision, recorded in Cabinet B, Slide 94, (PRWCT), from which a ½" iron pin found, at the Northwest corner of Lot 12, bears: N 20°47'09" W, 38.71 feet,

THENCE, with the common boundary line of the Sundance Ranch North Subdivision, Phase Two and the San Gabriel River Ranch Subdivision, S 20°39'29" E, passing at 241.39 feet, a ½" iron pin found, N 69°20'31" E, 3.03 feet, at the apparent Southeast corner of Lot 12, of the San Gabriel River Ranch Subdivision, same being the Northwest corner of Lot 11, and passing at 605.34 feet, a ½" iron pin found, N 69°20'31" E, 6.46 feet, at the apparent Southeast corner of Lot 11, same being the Northwest corner of Lot 10, in all a total distance of 800.52 feet, to a ½" iron pin found, at the Southeast corner of Lot 182, for the Southeast corner hereof, same being the Southwest corner of Lot 10, same being the Southwest corner of the San Gabriel River Ranch Subdivision, same being the Northwest corner of Lot 181, of the Sundance Ranch North Subdivision, Phase Two,

THENCE, with the common boundary line of Lot 182 and Lot 181, of the Sundance Ranch North Subdivision, Phase Two, S 36°09'37" W, 196.75 feet, to a ½" iron pin found, at the common corner of Lot 182 and Lot 181, for an angle point hereof, said point being a point in the North Right-of-Way line of Quarterhorse Drive, from which a ½" iron pin found, at the common corner of Lot 181 and Lot 180, bears: in a southerly direction with a non-tangent curve to the right, (C3) with a Radius of 80.00 feet, having a Chord Bearing of S 38°25'41" E, 37.02 feet, having a Central Angle of 26°45'22" and an Arc Length of 37.36 feet,

THENCE, with the South boundary line of Lot 182 and the North Right-of-Way line of Quarterhorse Drive, in a westerly direction with a non-tangent curve to the left, (C1) with a Radius of 80.00 feet, having a Chord Bearing of N 85°57'23" W, 89.34 feet, having a Central Angle of 67°53'27" and an Arc Length of 94.79 feet, to a ½" iron pin found, at the point of a compound curve, said point being the Southwest corner of Lot 182 and the Southeast corner of Lot 183, for an angle point hereof,

THENCE, with the South boundary line of Lot 183 and the North Right-of-Way line of Quarterhorse Drive, the following two (2) courses and distances:

1. in a southerly direction with a non-tangent curve to the left, (C2) with a Radius of 80.00 feet, having a Chord Bearing of S 15°56'49" W, 110.40 feet, having a Central Angle of 87°15'43" and an Arc Length of 121.84 feet, to a ½" capped iron pin set, marked "Forest RPLS 1847", at the point of tangency, for an angle point hereof,
2. S 40°31'29" W, 134.22 feet, to a ½" iron pin found, for the Southwest corner hereof, said point being a point in the North Right-of-Way line of Buckskin Boulevard,

THENCE, with the West boundary line of Lot 183 and the North Right-of-Way line of Buckskin Boulevard, N 49°42'27" W, 162.56 feet, to a ½" iron pin found, for an angle point hereof, said point being a point in the common boundary line of Lot 183 and Lot 184, from which the original common corner of Lot 183 and Lot 184, bears: S 21°23'43" E, 63.43 feet,

THENCE, with the common boundary line of said Lot 183 and said Lot 184, N 21°23'43" W, 872.57 feet, to the POINT OF BEGINNING, and containing 6.674 acres, more or less.

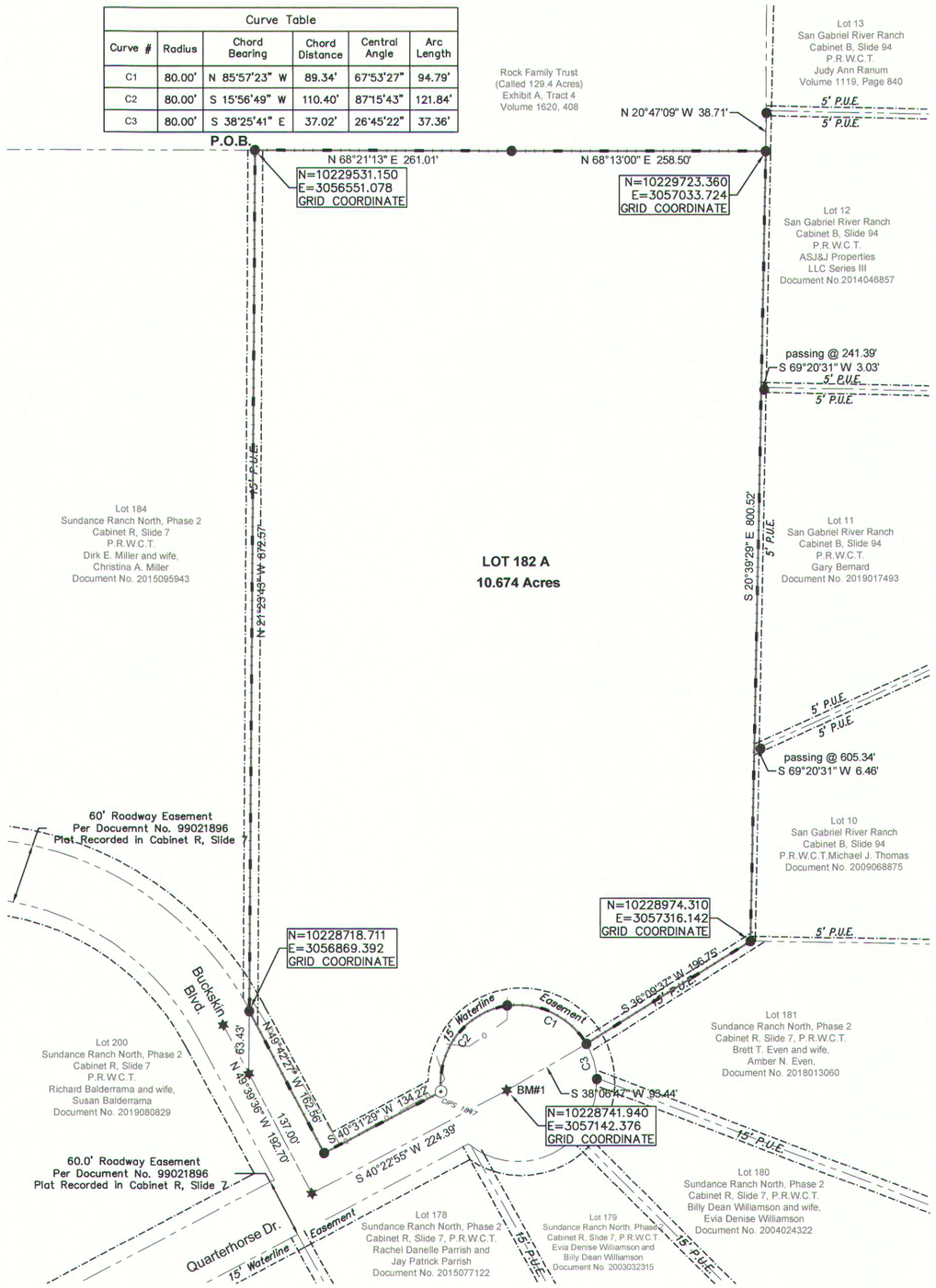
OWNER: SAMUEL A. NICHOLSON AND JEANETTE A. NICHOLSON
319 QUARTER HORSE DRIVE
LIBERTY HILL, TX 78642

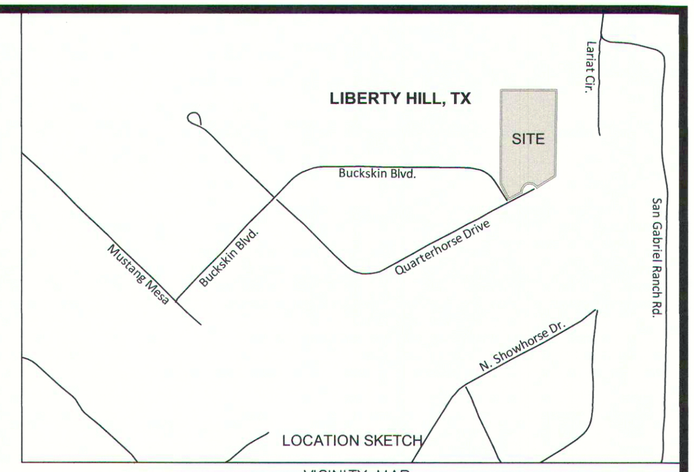
ACREAGE: 10.674 ACRES

TOTAL NUMBER OF LOTS: 1

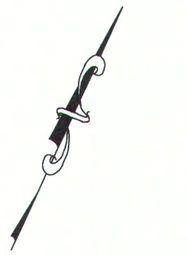
SURVEYOR: WILLIAM F. FOREST, JR.,
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847, STATE OF TEXAS
FOREST SURVEYING AND MAPPING TBPLS, FIRM REGISTRATION NO. 1002000
1002 ASH STREET
GEORGETOWN, TX 78626
(512)930-5927

BENCHMARK #1: ELEVATION = 950.89', COTTON SPINDLE FOUND IN ASPHALT CENTERLINE OF QUARTERHORSE DR. FROM WHICH A FOUND IRON ROD AT THE SOUTHEAST CORNER OF LOT 182 A, BEARS:N 38°06'47" E, 93.44 FEET.





VICINITY MAP
SCALE: 1"= 1000'



0 100 200 Feet

SCALE: 1" = 100'

Note:
The bearing basis for this survey is the State Plane Coordinate System, NAD83, Texas Central Zone, (4203), GEOID: 12A
Datum: NAVD88,
CONVERGENCE: 1°19'25.46"
Combined Scale Factor:0.99985339

LEGEND

- 1/2" IRON PIN FOUND (STEEL PIN)
- CAPPED IRON PIN SET "FOREST RPLS 1847" (CIPS 1847)
- CAPPED IRON PIN FOUND "FOREST RPLS 1847" (CPF 1847)
- COTTON GIN SPINDLE FOUND
- COTTON GIN SPINDLE SET
- SURVEY/ABSTRACT LINES
- TRACT LINES
- BOUNDARY LINES
- ( ) Denotes Record Information

All document references are in Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
P.R.W.C.T. Plat Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas

DRIVEWAY CULVERT TABLE					
LOT	SIZE	LENGTH	INVERT ELEV.	INVERT ELEV.	ACCESS ROAD
183 A	EXISTING 14"	14'-0"	952.06	951.62	QUARTER HORSE DRIVE

Forest Surveying & Mapping Co.
Copyright © 2023

REPLAT OF LOT 182 & LOT 183
SUNDANCE RANCH NORTH, PHASE TWO

**10.874 ACRES SITUATED IN THE
SUNDANCE RANCH NORTH, PHASE TWO
WILLIAMSON COUNTY, TEXAS**

Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
Phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO.10002000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

Revision	Drawing Date: January 13, 2022
Nov. 09, 2022	Field Book/Page: 153/11
Dec. 20, 2022	PP: P:\Jeanette Nicholson
Jan. 18, 2023	Dwg: Amended Plat of Lot 182 and Lot 183
March 08, 2023	LO: Amended Plat SHEET 1
	PAGE 2 OF 2

CO-OWNER'S CERTIFICATION

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

That I, Samuel A. Nicholson and Jeanette Nicholson, are the owners of the certain tract of land shown hereon and described in a deed recorded in Document No. 2010069664 and Document No. 2014010206, 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 resubdivide, 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 AMENDED PLAT OF LOTS 182 and LOT 183, SUNDANCE RANCH NORTH, PHASE TWO.

TO CERTIFY WHICH, WITNESS by my hand this 9th day of, March 2023,

Samuel A. Nicholson
319 Quarterhorse Drive
Liberty Hill, TX 78642

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

Before me, the undersigned authority, on this day personally appeared Samuel Nicholson, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 9th day of March 2023, A.D.

Notary Public in and for the State of Texas

My Commission expires on: 1-13-2027

Forest Sasser
My Commission Expires
1/13/2027
Notary ID134144665

CO-OWNER'S CERTIFICATION

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

That I, Samuel A. Nicholson and Jeanette Nicholson, are the owners of the certain tract of land shown hereon and described in a deed recorded in Document No. 2010069664 and Document No. 2014010206, 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 resubdivide, 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 AMENDED PLAT OF LOTS 182 and LOT 183, SUNDANCE RANCH NORTH, PHASE TWO.

TO CERTIFY WHICH, WITNESS by my hand this 9th day of, March 2023,

Jeanette Nicholson
319 Quarterhorse Drive
Liberty Hill, TX 78642

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

Before me, the undersigned authority, on this day personally appeared Jeanette Nicholson, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the foregoing instrument as the owner of the property described hereon.

GIVEN UNDER MY HAND AND SEAL of office this 9th day of March 2023, A.D.

Notary Public in and for the State of Texas

My Commission expires on: 1-13-2027

Forest Sasser
My Commission Expires
1/13/2027
Notary ID134144665

SURVEYOR'S CERTIFICATION

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

I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plat is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.
This tract is not within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS by my hand and seal at Georgetown, Williamson County, Texas,
this 13th day of March, 2023

William F. Forest, Jr.
Registered Professional Land Surveyor No. 1847, State of Texas
TBPLS, Firm Registration No, 1002000
1002 Ash Street
Georgetown, Texas 78626

STATE OF TEXAS
REGISTERED
WILLIAM F. FOREST, JR.
1847
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES AND REQUIREMENTS:

1. There are no new public roadways approved as a part of this subdivision.
2. 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.
3. In order to promote drainage away from a structure, the slab elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of at least 10 feet. The minimum finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building.
4. Existing easements are shown on Sheet One according to the records as set out in Cabiner R, Slide 7, a Permanent 15 foot wide Waterline Easement and a 15 foot wide Public Utility Easement. Any additional easements that may exist have not been researched as a part of this survey.
5. A de Facto certificate of compliance is hereby issued for Lots 182-183 in this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
6. No lots in this subdivision are encroached by a special flood hazard area inundated by the 100-year (1% chance) flood as identified by the the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No.48491C0235F, effective date December 20, 2019 for Williamson County, Texas.
7. The landowner assumes all risks associated with improvements located in the Right-of-Way for Buckskin Boulevard and Quarterhorse Drive. By placing anything in the Right-of-Way and/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 improvements will be responsible for the relocation and/or replacement of the improvement.
8. Improvements within the county road Right-of-Way including, but not limited to, landscaping, irrigation, lighting, custom signs, are prohibited without first obtaining an executed license agreement with Williamson County.
9. All public roadways and easements as shown on this plat are free of liens.
10. This development is considered exempt from on-site storm water detention controls based on Williamson County Subdivision Regulation B11.1.2, which states that a proposed development may be considered exempt from providing a stormwater detention, if the plat has all lots of 2 acres or more with less than 20% impervious cover.
11. Water service for this subdivision will be provided by City of Georgetown Sewer service for this subdivision will be provided by on-site sewage facilities.
12. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial Right-of-Way shall meet the current TXDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
13. 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.
14. All sidewalks shall be maintained by each of the adjacent property owners.

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

Based upon the representations of the surveyor whose seal is affixed hereto, and after review of the plat as represented by the said surveyor, I find that this plat complies with the requirements of the Edwards Aquifer regulations for Williamson County and Williamson County on-site sewage facility regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. the Williamson County engineer's office and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

FOR J. Terron Evertson, PE, DR, CFM
Williamson County Engineer
Adam D. Boatright

3/15/2023
DATE

911 ADDRESSING APPROVAL

This subdivision, to be known as "AMENDED PLAT of LOTS 182 and LOT 183, SUNDANCE RANCH NORTH, PHASE TWO", has been reviewed by the Williamson County addressing department this date.

WILLIAMSON COUNTY ADDRESSING DEPARTMENT
Cindy Bridges

3/13/2023
DATE

GENERAL NOTES AND REQUIREMENTS:

15. Except as may be modified of hereon, this replat is subject to all applicable plat notes and restrictions as set forth in the original plat of Sundance Ranch North, Phase Two, as recorded in 99021896, in the Public Records of Williamson County, Texas.
16. Road will not be maintained by Williamson County in Perpatuity.
17. Maximum 20% impervious cover per lot, otherwise stormwater management controls shall be designed, constrcuted and maintained by owner. If impervious cover is propsed to exceed maximum percentage allowed, contact Williamson County floodplain administration to review the stormawater management controls proposed on lot.
18. This project does not contain a regulated FEMA floodplain or drainage basin greater than 64 acres; therefore, Williamson County will not require a floodplain study review. (2021 WCSR 4.23)
19. This project is detention exempt. Plats with three or less lots for single family residential use, with less than 20% impervious cover per lot, are exepmet from detention requirements. (2021 WCSR B11.1.2)
20. Any modifications to the existing driveway need to be designed by a registered professional engineer and a driveway permit will need to be submitted to Williamson County per WCSR 5.38 and B11.5.

Engineer's Certification

I, David Urban, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is in the Edwards Aquifer Contributing Zone and is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0235F, effective date December 20, 2019, and that each lot conforms to the Williamson County regulations.

David Urban, PE, CFM
Registered Professional Engineer (sealed)
No.82783, State of Texas
203 E Main Street, Suite 204
Round Rock, Texas 78664

3-13-23
Date

STATE OF TEXAS
DAVID O. URBAN
82783
LICENSED
PROFESSIONAL ENGINEER

COUNTY JUDGE'S APPROVAL

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, that 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 the 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:_____

COUNTY CLERK'S CERTIFICATION

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

I, Nancy E. Rister, Clerk of the County Court of said Count, 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 said County in instrument No._____,

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

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

By:_____, Deputy

REPLAT OF LOT 182 & LOT 183
SUNDANCE RANCH NORTH, PHASE TWO

**10.874 ACRES SITUATED IN THE
SUNDANCE RANCH NORTH, PHASE TWO
WILLIAMSON COUNTY, TEXAS**

Forest Surveying & Mapping Co.
Copyright © 2023

Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
Phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO.10002000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

Revision	Drawing Date: January 13, 2022
Nov. 09, 2022	Field Book/Page: 153/11
Dec. 20, 2022	PP: P:\Jeanette Nicholson
Jan. 18, 2023	Dwg: Amended Plat of Lot 182 and Lot 183
March 08, 2023	LO: Amended Plat SHEET 2
	PAGE 2 OF 2

Commissioners Court - Regular Session **44.**

Meeting Date: 03/21/2023

Final plat for the R & L Reed 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 final plat for the R & L Reed Subdivision – Precinct 2.

Background

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

Timeline

2022-09-01 – initial submittal of the final plat
2022-09-30 – 1st review complete with comments
2023-01-20 – 2nd submittal of final plat
2023-01-31 – 2nd review complete with comments
2023-02-02 – 3rd submittal of final plat
2023-02-06 – 3rd review complete with comments clear
2023-03-02 – 4th submittal of final plat with signatures
2023-03-16 – final plat placed on the March 21, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - R & L Reed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:16 PM
Form Started By: Adam Boatright		Started On: 03/16/2023 11:39 AM
Final Approval Date: 03/16/2023		

MINOR PLAT OF:

R. & L. REED SUBDIVISION

1.48 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM GRAY SURVEY, ABSTRACT NO. 251, WILLIAMSON COUNTY, TEXAS.

PERIMETER FIELD NOTES:

BEING 1.48 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM GRAY SURVEY, ABSTRACT NO. 251, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CONVEYED TO RICK R. REED & LORI REED, BY DEED RECORDED IN DOCUMENT NO. 2018085549, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON NOVEMBER 4TH, 2021, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

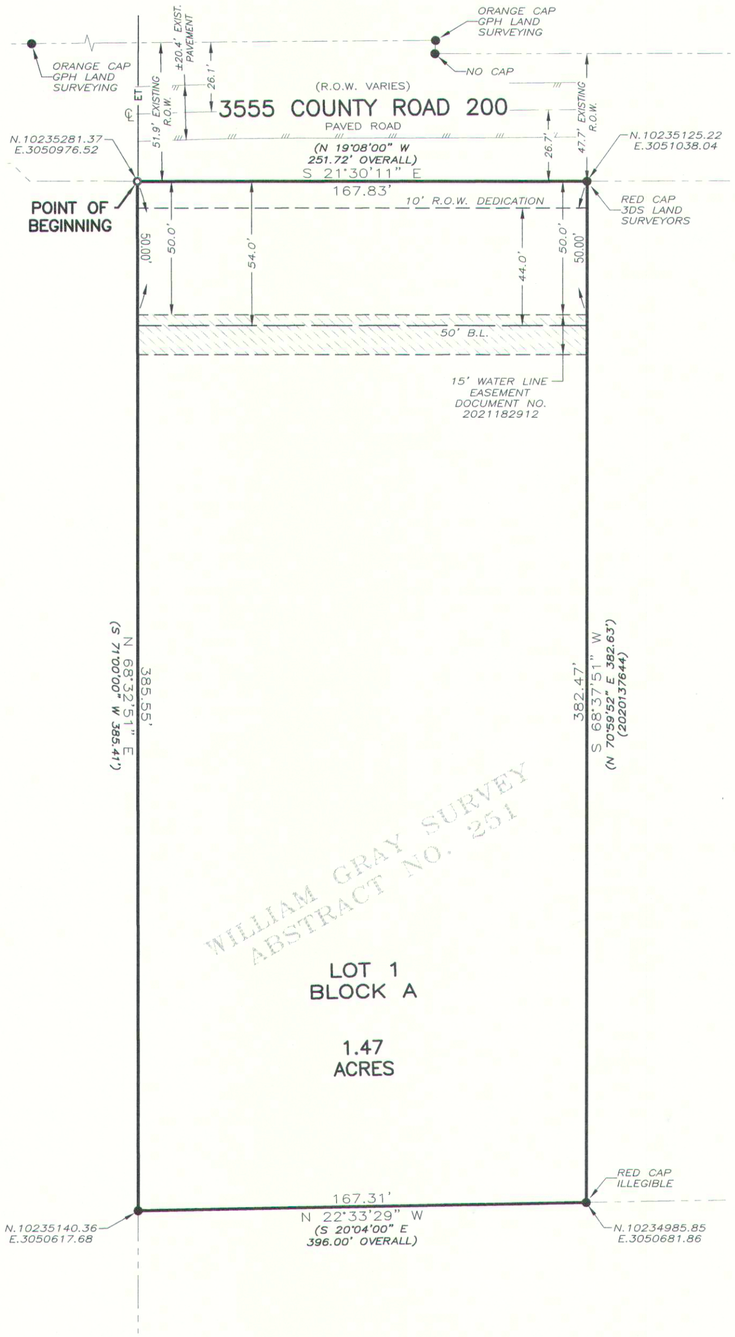
BEGINNING AT A 60D NAIL FOUND IN A FENCE CORNER POST IN THE WEST LINE OF COUNTY ROAD 200, MARKING THE SOUTHEAST CORNER OF A TRACT CONVEYED TO CORKER DEVELOPMENT LLC, BY DEED RECORDED IN DOCUMENT NO. 2019125135, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHEAST CORNER OF SAID REED TRACT AND THIS TRACT;

THENCE: S 21°30'11" E, 167.83 FEET WITH THE WEST LINE OF SAID COUNTY ROAD 200 AND THE EAST LINE OF SAID REED TRACT TO A 1/2 INCH IRON ROD WITH RED CAP STAMPED "3DS LAND SURVEYORS" FOUND, MARKING THE NORTHEAST CORNER OF A TRACT CONVEYED TO THE ROCK FAMILY TRUST, WALTER ROCK & SUSAN ROCK, CO-TRUSTEES, BY DEED RECORDED IN DOCUMENT NO. 2020137644, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHEAST CORNER OF SAID REED TRACT AND THIS TRACT;

THENCE: S 68°37'51" W, 382.47 FEET WITH THE NORTH LINE OF SAID ROCK TRACT AND THE SOUTH LINE OF SAID REED TRACT TO A 1/2 INCH IRON ROD WITH ILLEGIBLE RED CAP FOUND IN THE EAST LINE OF A TRACT CONVEYED TO LINDA RUSSELL, BY DEED RECORDED IN DOCUMENT NO. 2003034660, OF SAID OFFICIAL PUBLIC RECORDS, MARKING THE NORTHWEST CORNER OF SAID ROCK TRACT, FOR THE SOUTHWEST CORNER OF SAID REED TRACT AND THIS TRACT;

THENCE: N 22°33'29" W, 167.31 FEET WITH THE EAST LINE OF SAID RUSSELL TRACT AND THE WEST LINE OF SAID REED TRACT TO A 1/2 INCH IRON ROD FOUND IN THE SOUTH LINE OF SAID CORKER TRACT, MARKING THE NORTHEAST CORNER OF SAID RUSSELL TRACT, FOR THE NORTHWEST CORNER OF SAID REED TRACT AND THIS TRACT;

THENCE: N 68°32'51" E, 385.55 FEET WITH THE SOUTH LINE OF SAID CORKER TRACT AND THE NORTH LINE OF SAID REED TRACT TO THE POINT OF BEGINNING.





LOCATION MAP

SCALE: 1"=2000'

SCALE: 1"=40'

0 40 80 120

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83.

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
O	60D NAIL FOUND
///	PAVEMENT
■	FENCE POST
-|-|-	METAL FENCE
-X-	WIRE FENCE
-//	WOOD FENCE
○	UTILITY POLE
-ET-	ELECTRIC/TELEPHONE LINES
AC	AIR CONDITIONER
⊕	IRRIGATION CONTROL VALVE
SEPTIC	SEPTIC LID
WM	WATER METER
( )	RECORD INFORMATION
R.O.W.	RIGHT-OF-WAY
B.L.	BUILDING SETBACK LINE
CONC.	CONCRETE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

MINOR PLAT OF:
R. & L. REED SUBDIVISON

OWNERS: RICK R. REED
3555 COUNTY ROAD 200
LIBERTY HILL, TX 78642
(530) 308-1943
RNLREED91 @ GMAIL.COM

LORI REED
3555 COUNTY ROAD 200
LIBERTY HILL, TX 78642
(530) 308-1943
RNLREED91 @ GMAIL.COM

ACREAGE: 1.47 ACRES
SURVEY ABSTRACT: WILLIAM GRAY SURVEY, ABSTRACT NO. 251

NO. OF BLOCKS: 1
NO. OF LOTS: 1
NEW STREETS: NONE
SUBMISSION DATE: SEPTEMBER 1, 2022
RESUBMISSION DATE:
3rd SUBMISSION DATE:
4th SUBMISSION DATE:
FINAL SUBMISSION DATE:

SURVEYOR: Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903
Georgetown, Texas 78628
512-930-1600 - phone
512-930-9389 - fax

SHEET INDEX

SHEET 1: PLAT & PERIMETER NOTES
SHEET 2: PLAT NOTES & SIGNATURE BLOCKS

PROJECT NO. 220545

Texas Land Surveying, Inc.
-A Land Surveying and Geoscience Firm-
3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

IF THIS DOCUMENT DOES NOT CONTAIN THE RED-STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

MINOR PLAT OF:

R. & L. REED SUBDIVISION

1.48 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM GRAY SURVEY, ABSTRACT NO. 251, WILLIAMSON COUNTY, TEXAS.

PLAT NOTES

1. Utility providers – Water: City of Georgetown; Sewer Service: on-site sewage facility; Electric Service: Oncor Electric.
2. There are no areas within the boundaries of this subdivision in the 100-year floodplain as defined by FEMA FIRM panel 48491C0235F, Williamson County, Texas and incorporated areas, map revised December 20, 2019.
3. 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(s).
4. The minimum F.F.E. shall be at least one foot above the adjacent finished grade and B.F.E., exceptions can be made at entrance and egress points, where necessary, to meet The American With Disabilities Act (ADA). Recreational vehicle parking pads must also be placed at least one foot above B.F.E.
5. 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.
6. 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.
7. Maximum 20% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed and maintained by the owner. If impervious cover is proposed to exceed the maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on the lot.
8. 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.
9. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, will change over time and the current effective floodplain data takes precedence over floodplain data represented on this plat. Is 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 been accepted for maintenance by the County.
10. All sidewalks shall be maintained by each of the adjacent property owners (WCSR 8.6)
11. This development is considered exempt from on-site stormwater detention controls based on Williamson County Subdivision Regulation B11.1.2, which states that a proposed development may be considered exempt from providing on-site stormwater detention if the plat has three or less lots for single family residential use, with less than 20% impervious cover per lot.
12. No additional driveways are proposed with this plat
13. All public roadways and easements as shown on this plat are free of liens.
14. 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 easement, 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 my be removed by the County and that the owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.
15. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TXDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
16. 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.

FLOODPLAIN NOTES

1. This property is not located within an area of Special Flood Hazard, as shown on FEMA FIRM panel no. 48491C0235F, Williamson County, Texas, and incorporated areas, map revised December 20, 2019.
2. This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This flood statement shall not create liability on the part of the surveyor.

OWNER'S SIGNATURE

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

Rick R. Reed, co-owner of that certain tract of land situated in Williamson County, Texas, out of the William Gray Survey, Abstract No. 251, and being the remainder of a tract called 3.478 acres, conveyed to Rick R. Reed and Lori Reed, in that instrument recorded in Document No. 2018085519 of the Official Public Records, Williamson County, Texas, and do hereby plat said tract shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as **R. AND L. REED SUBDIVISION.**

TO CERTIFY WHICH, WITNESS by my hand this 21 day of February, 2023.

RICK R. REED
3555 COUNTY ROAD 200
LIBERTY HILL, TEXAS 78642

Notary Public in and for the State of Texas
My Commission expires on: 7.18.2023

DEBRA A. DUBELBEIS
My Notary ID # 987196
Expires July 18, 2023

OWNER'S SIGNATURE

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

Lori Reed, co-owner of that certain tract of land situated in Williamson County, Texas, out of the William Gray Survey, Abstract No. 251, and being the remainder of a tract called 3.478 acres, conveyed to Rick R. Reed and Lori Reed, in that instrument recorded in Document No. 2018085519 of the Official Public Records, Williamson County, Texas, and do hereby plat said tract shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as **R. AND L. REED SUBDIVISION.**

TO CERTIFY WHICH, WITNESS by my hand this 21 day of February, 2023.

LORI REED
3555 COUNTY ROAD 200
LIBERTY HILL, TEXAS 78642

Notary Public in and for the State of Texas
My Commission expires on: 7.18.2023

DEBRA A. DUBELBEIS
My Notary ID # 987196
Expires July 18, 2023

SURVEYOR'S CERTIFICATION

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

I, William C. Stewart, a Registered Professional Land Surveyor in the State Of Texas, do hereby certify that I prepared this plat from an actual and accurate on-the ground survey of the land shown hereon, and that the corner monuments shown hereon will be properly placed under my personal supervision in accordance with the Subdivision Regulations of Williamson County, Texas, upon completion and final County approval of the plat, and that all known easements within the boundary of the plat are shown hereon. This tract is not located within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas,
this 8 day of February, 2023.

William C. Stewart
Registered Professional Land Surveyor No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

ROAD NAME AND 911 ADDRESSING APPROVAL:

Road name and address assignments verified this the 15 day of February, 2023 A.D.

Cindy Bridges
Williamson County Addressing Coordinator
Cindy Bridges

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF)

Based upon the above representations of the Engineer or Surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said Engineer or Surveyor, I find that this 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 disclaim 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 with it.

Rose Hohman, P.E.
For Terron Evertson P.E.

J. Terron Evertson, PE, DR, CFM
Williamson County Engineer

2/15/2023
Date

COUNTY JUDGE'S APPROVAL

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

I, Bill Gravell, 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, County Judge
Williamson County, Texas

Date

COUNTY CLERK'S CERTIFICATION

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 20____ A.D., at _____ o'clock, ____.M., and duly recorded this the day of _____, 20____ A.D., at _____ o'clock, ____.M., in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

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

By:_____, Deputy

Texas Land Surveying, Inc.
–A Land Surveying and Geoscience Firm–
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax www.texas-ls.com
TBPLS FIRM NO.10056200 GEOSCIENCE FIRM NO.50538

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

PROJECT NO. 220545

Commissioners Court - Regular Session **45.**

Meeting Date: 03/21/2023

Preliminary plat for the Hosick Ranch subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Hosick Ranch subdivision – Precinct 4.

Background

This proposed subdivision consists of 24 lots and no new roads on 72.43 acres.

Timeline

2022-07-28 – Initial submittal of the preliminary plat
2022-08-26 – 1st review complete with comments
2022-11-09 – 2nd submittal of preliminary plat
2022-11-23 – 2nd review complete with comments
2022-12-06 – 3rd submittal of preliminary plat
2022-12-26 – 3rd review complete with comments
2023-01-03 – 4th submittal of preliminary plat
2023-01-18 – 4th review complete with comments
2023-03-06 – 5th submittal of preliminary plat
2023-03-16 – 5th review complete with comments clear
2023-03-16 – preliminary plat placed on the March 21, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

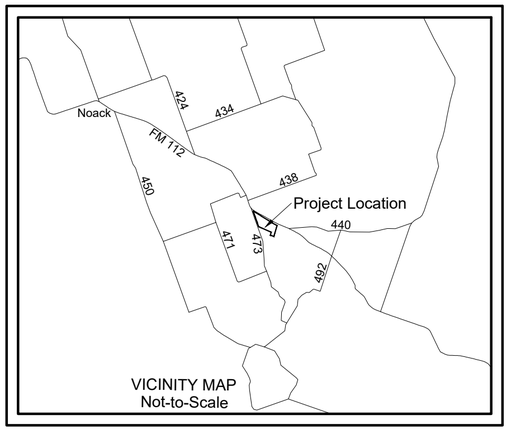
preliminary plat - Hosick Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:16 PM
Form Started By: Adam Boatright		Started On: 03/16/2023 11:49 AM
Final Approval Date: 03/16/2023		

HOSICK RANCH - PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

1" = 200'



WILLIS WEST SURVEY
A-656

PROPOSED 2.618 ACRE EASEMENT FOR FUTURE ROAD WIDENING L.R.T.P. OF WILLIAMSON COUNTY, TEXAS

LINE	BEARING	DISTANCE
L131	S 60°52'47" E	120.00'
L132	S 28°53'58" W	154.47'
L133	S 21°51'04" E	562.76'
L134	N 72°34'24" W	34.16'
L135	N 21°14'59" W	557.42'
L136	N 23°00'08" W	429.62'
L137	N 28°53'58" E	156.46'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C3	1020.00'	876.83'	850.08'	S 02°46'33" W	49°15'13"
C4	1140.00'	523.59'	519.00'	N 14°19'33" E	26°18'56"

PROPOSED 2.45 ACRE – 20' WIDE WATER LINE EASEMENT –MANVILLE WATER SUPPLY CORP.

LINE	BEARING	DISTANCE
L138	N 21°51'04" W	562.76'
L139	N 72°34'24" W	186.90'
L140	N 23°00'08" W	26.27'
L141	N 22°00'17" W	185.35'
L142	N 21°58'13" W	49.65'
L143	N 21°13'06" W	602.67'
L144	S 60°52'47" E	958.30'
L145	S 60°16'46" E	1541.34'
L146	S 63°21'17" E	673.16'
L147	S 14°29'55" W	20.31'
L148	N 63°21'17" W	673.96'
L149	N 60°16'46" W	1541.77'
L150	N 60°52'47" W	977.74'
L151	S 21°13'06" E	539.08'
L152	S 21°58'13" E	49.52'
L153	S 22°00'17" E	185.17'
L154	S 23°00'08" E	16.86'
L155	S 72°34'24" E	193.96'
L156	S 21°51'04" E	579.11'
L157	N 72°34'24" W	25.84'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C5	1020.00'	483.93'	479.41'	N 08°15'33" W	27°11'01"
C6	643.69'	81.38'	81.33'	S 57°16'38" E	7°14'38"
C7	2934.93'	33.46'	33.46'	S 65°11'14" E	0°39'11"
C8	2954.93'	37.47'	37.47'	N 65°13'07" W	0°43'36"
C9	1000.00'	490.59'	485.68'	S 07°47'48" E	28°06'31"

LOTS 1, 2, AND 3 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 4, 5, AND 6 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 7, 8, AND 9 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 10 AND 11 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 12 AND 13 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 14 AND 15 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 16, 17, AND 18 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 19, 20, AND 21 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

LOTS 22, 23, AND 24 SHALL ONLY USE A SINGLE SHARED DRIVEWAY.

NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

LOTS 19, 20, 21, AND 24 MAY NOT BE FURTHER SUBDIVIDED.

LOT 13 3.30 AC.
LOT 14 2.00 AC.
LOT 12 2.02 AC.
LOT 11 2.01 AC.
LOT 15 2.67 AC.
LOT 10 2.76 AC.
LOT 9 2.36 AC.
LOT 16 2.31 AC.
LOT 17 2.00 AC.
LOT 18 2.00 AC.
LOT 19 2.50 AC.
LOT 20 2.50 AC.
LOT 8 2.25 AC.
LOT 7 2.00 AC.
LOT 6 2.08 AC.
LOT 4 2.02 AC.
LOT 21 3.00 AC.
LOT 22 3.00 AC.
LOT 23 3.00 AC.
LOT 24 3.03 AC.
LOT 5 4.70 AC.
LOT 3 5.92 AC.
LOT 1 6.50 AC.
LOT 2 6.50 AC.

(80' wide right-of-way) Farm-to-Market 112

Act. & Call Overall: S 60°16'46" E - 1540.69'

Act. & Call Overall: S 63°21'17" E - 671.96'

Act. Overall: N 21°13'06" W - 616.06'

Act. Overall: N 23°00'08" W - 594.43'

Act. Overall: N 21°14'59" W - 557.42'

Overall: N 72°34'24" W - 1586.06'

Act. Overall: S 14°29'55" W - 1274.28'

Act. Overall: N 12°07'04" E - 359.85'

Act. Overall: N 72°34'24" W - 405.23'

Act. Overall: S 72°34'24" E - 379.56'

Act. Overall: N 72°34'24" W - 379.56'

Act. Overall: N 72°34'24" W - 359.68'

Act. Overall: S 21°58'13" E - 49.52'

Act. Overall: S 21°51'04" E - 579.11'

Act. Overall: N 72°34'24" W - 25.84'

Act. Overall: N 72°34'24" W - 186.90'

Act. Overall: N 21°51'04" W - 562.76'

Act. Overall: N 72°34'24" W - 34.16'

Act. Overall: N 21°14'59" W - 557.42'

Act. Overall: N 21°58'13" W - 49.65'

Act. Overall: N 22°00'17" W - 185.35'

Act. Overall: N 23°00'08" W - 26.27'

Act. Overall: N 21°51'04" W - 562.76'

Act. Overall: N 72°34'24" W - 186.90'

Act. Overall: N 21°13'06" W - 602.67'

Act. Overall: N 60°52'47" W - 977.74'

Act. Overall: S 60°52'47" E - 958.30'

Act. Overall: S 60°16'46" E - 1541.34'

Act. Overall: S 63°21'17" E - 673.16'

Act. Overall: S 14°29'55" W - 20.31'

Act. Overall: N 63°21'17" W - 673.96'

Act. Overall: N 60°16'46" W - 1541.77'

Act. Overall: N 60°52'47" W - 977.74'

Act. Overall: S 21°13'06" E - 539.08'

Act. Overall: S 21°58'13" E - 49.52'

Act. Overall: S 22°00'17" E - 185.17'

Act. Overall: S 23°00'08" E - 16.86'

Act. Overall: S 72°34'24" E - 193.96'

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Act. Overall: S 14°29'55" W - 20.31'

Act. Overall: N 63°21'17" W - 673.96'

Act. Overall: N 60°16'46" W - 1541.77

HOSICK RANCH - PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

OWNERS CERTIFICATE

WHEREAS, LEISSNER RANCH JOINT VENTURE IS THE OWNER OF A TRACT OF LAND IN THE WILLIS WEST SURVEY, ABSTRACT NUMBER 656, WILLIAMSON COUNTY, TEXAS.

LEGAL DESCRIPTION

72.43 ACRES

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LOCATED WITHIN THE WILLIS WEST SURVEY, ABSTRACT NO. 656 OF WILLIAMSON COUNTY, TEXAS, AND BEING THE RESIDUE OF A CALLED 175.11 ACRE TRACT AS DESCRIBED IN A DEED FROM BARBARA BROWN HOSICK TO LEISSNER RANCH JOINT VENTURE, DATED DECEMBER 22, 2020 AND RECORDED IN DOCUMENT NO. 2020163693 OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND THIS 72.43 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF FARM-TO-MARKET 112 (80' WIDE RIGHT-OF-WAY), AT THE NORTH COMMON CORNER OF SAID 175.11 ACRE TRACT AND A CALLED 131.91 ACRE TRACT, DESCRIBED AS EXHIBIT A IN A DEED FROM FEDERAL DEPOSIT INSURANCE CORPORATION TO JERRY BALUSEK, JR., DATED DECEMBER 16, 1991 AND RECORDED IN VOLUME 2091, PAGE 18, FROM WHICH A CONCRETE MONUMENT FOUND IN SAID SOUTH RIGHT-OF-WAY LINE AND THE NORTH LINE OF SAID 131.91 ACRE TRACT BEARS SOUTH 66 DEG. 59 MIN. 37 SEC. EAST, A DISTANCE OF 313.60 FEET;

THENCE SOUTH 14 DEG. 29 MIN. 55 SEC. WEST, WITH THE COMMON LINE OF SAID 175.11 ACRE TRACT AND SAID 131.91 ACRE TRACT, A DISTANCE OF 1,274.28 FEET TO A 1/2" IRON ROD FOUND CALLED 34.69 ACRE TRACT AS DESCRIBED IN A DEED FROM LEISSNER RANCH JOINT VENTURE TO EMMA RANCH HOLDINGS, LLC, DATED JANUARY 20, 2021 AND RECORDED IN DOCUMENT NO. 2021014512, FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTH CORNER OF SAID 34.69 ACRE TRACT BEARS SOUTH 14 DEG. 29 MIN. 55 SEC. WEST, A DISTANCE OF 668.35 FEET;

THENCE ACROSS WITH THE COMMON LINE OF SAID 175.11 ACRE TRACT AND SAID 34.69 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

NORTH 72 DEG. 34 MIN. 24 SEC. WEST, A DISTANCE OF 405.23 FEET TO A 1/2" IRON ROD FOUND;

NORTH 12 DEG. 07 MIN. 04 SEC. EAST, A DISTANCE OF 359.85 FEET TO A 1/2" IRON ROD FOUND;

NORTH 72 DEG. 34 MIN. 24 SEC. WEST, A DISTANCE OF 1,586.06 FEET TO A 1/2" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 473 AT THE NORTHWEST CORNER OF SAID 34.69 ACRE TRACT;

THENCE WITH THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 473, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

NORTH 21 DEG. 14 MIN. 59 SEC. WEST, A DISTANCE OF 557.42 FEET TO A 1/2" IRON ROD SET FOR CORNER;

NORTH 23 DEG. 00 MIN. 08 SEC. WEST, A DISTANCE OF 594.43 FEET TO A 1/2" IRON ROD SET FOR CORNER;

NORTH 22 DEG. 00 MIN. 17 SEC. WEST, A DISTANCE OF 185.35 FEET TO A 1/2" IRON ROD SET FOR CORNER;

NORTH 21 DEG. 58 MIN. 13 SEC. WEST, A DISTANCE OF 49.65 FEET TO A 1/2" IRON ROD SET FOR CORNER;

NORTH 21 DEG. 13 MIN. 06 SEC. WEST, A DISTANCE OF 616.06 FEET TO A 1/2" IRON ROD SET FOR CORNER;

NORTH 18 DEG. 47 MIN. 21 SEC. WEST, A DISTANCE OF 9.02 FEET TO A 1/2" IRON ROD SET FOR CORNER IN THE SOUTH RIGHT-OF-WAY LINE OF SAID FARM-TO-MARKET 112, FROM WHICH A 1/2" IRON ROD FOUND AT THE MOST WESTERLY CORNER OF SAID 175.11 ACRE TRACT BEARS SOUTH 49 DEG. 09 MIN. 30 SEC. WEST, A DISTANCE OF 9.46 FEET;

THENCE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID FARM-TO-MARKET 112, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

NORTH 49 DEG. 09 MIN. 30 SEC. EAST, A DISTANCE OF 18.30 FEET TO A 1/2" IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08 DEG. 35 MIN. 38 SEC., A RADIUS OF 613.69 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 56 DEG. 35 MIN. 38 SEC. EAST, 92.14 FEET;

WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 92.23 FEET TO A CONCRETE MONUMENT FOUND;

SOUTH 60 DEG. 52 MIN. 47 SEC. EAST, A DISTANCE OF 958.47 FEET TO A 1/2" IRON ROD FOUND;

SOUTH 60 DEG. 16 MIN. 46 SEC. EAST, A DISTANCE OF 1,540.69 FEET TO A CONCRETE MONUMENT FOUND;

SOUTH 63 DEG. 21 MIN. 17 SEC. EAST, A DISTANCE OF 671.96 FEET TO A CONCRETE MONUMENT FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00 DEG. 32 MIN. 28 SEC., A RADIUS OF 2,904.93 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 65 DEG. 08 MIN. 20 SEC. EAST, 27.44 FEET;

WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 27.44 FEET TO THE POINT OF BEGINNING AND CONTAINING 72.43 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS }
}
COUNTY OF WILLIAMSON }

KNOW ALL MEN BY THESE PRESENTS;

I, ZACH POTTS, PRESIDENT OF LEISSNER RANCH JOINT VENTURE, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020163693 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT 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 HOSICK RANCH.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

LEISSNER RANCH JOINT VENTURE

BY: _____
ZACH POTTS, PRESIDENT OF CHANAN CORP.,
GENERAL PARTNER OF FORTRESS RANCH INVESTMENTS, LTD.,
JOINT VENTURER OF LEISSNER RANCH JOINT VENTURE

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____ WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THEY ACKNOWLEDGED SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS 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 DISCLAIM 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 WITH IT.

_____ _____
J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE, ACCORDING TO AN OSSF REPORT AND SUBDIVISION REVIEW DATED MAY 6, 2021.

SUBMITTED BY:

_____
ERIC L. WILLIAMS, P.E. 125763 DATE
WILLCO ENGINEERING, PLLC
TEXAS ENGINEERING FIRM F-18639
2947 HIGHLAND LAKES DR.
MISSOURI CITY, TX 77459
713-502-0650

I, MARK ZUPAN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____
MARK ZUPAN, P.E. 128994 DATE
SENIOR PROJECT MANAGER/PRINCIPLE

KFM ENGINEERING AND DESIGN
TEXAS ENGINEERING FIRM F-20821
1301 S. MOPAC EXPY, SUITE 150
AUSTIN, TX 78746
512-628-8281

The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment. (TX Central Zone - NAD 83)

I, Jace D. Scarbrough, do hereby state that this plat represents a survey made on the ground under my supervision during the month of December, 2020.

GIVEN UNDER MY HAND & SEAL, this the 23rd day of February, 2023.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____
Jace D. Scarbrough - R.P.L.S. No. 6289

STATE OF TEXAS
JACE D. SCARBROUGH
REGISTERED
PROFESSIONAL
LAND
SURVEYOR
PRELIMINARY

LINE	BEARING	DISTANCE
L1	S 60°52'47" E	568.09'
L2	S 60°52'47" E	300.69'
L3	S 60°52'47" E	89.69'
L4	S 60°16'46" E	233.77'
L5	S 60°16'46" E	244.47'
L6	S 60°16'46" E	218.96'
L7	S 60°16'46" E	231.71'
L8	S 60°16'46" E	232.79'
L9	S 60°16'46" E	159.05'
L10	S 60°16'46" E	51.68'
L11	S 60°16'46" E	160.73'
L12	S 60°16'46" E	7.53'
L13	S 63°21'17" E	228.09'
L14	S 63°21'17" E	51.65'
L15	S 63°21'17" E	392.21'
L16	N 72°34'24" W	282.12'
L17	S 15°04'08" W	558.18'
L18	N 66°11'38" W	157.32'
L19	N 15°04'08" E	574.93'
L20	S 15°04'08" W	580.32'
L21	N 66°11'38" W	155.68'
L22	N 15°04'08" E	596.90'
L23	S 15°04'08" W	362.02'
L24	N 72°34'24" W	225.41'
L25	N 15°04'08" E	411.63'
L26	S 15°04'08" W	411.63'
L27	N 72°34'24" W	224.37'
L28	N 15°04'08" E	461.01'
L29	S 15°04'08" W	461.01'
L30	N 72°34'24" W	212.01'
L31	N 15°04'08" E	507.67'
L32	S 15°04'08" W	507.67'
L33	N 72°34'24" W	215.35'
L34	N 12°53'14" E	561.05'
L35	S 12°53'14" W	273.82'
L36	N 72°34'24" W	263.50'
L37	N 05°06'54" E	348.94'
L38	S 05°06'54" W	348.94'
L39	N 72°34'24" W	199.99'
L40	N 05°21'58" W	435.90'
L41	S 05°21'58" E	238.79'
L42	N 68°47'51" W	498.93'
L43	S 68°47'51" E	498.93'
L44	S 05°21'58" E	197.11'
L45	N 72°34'24" W	401.81'
L46	S 72°34'24" E	865.30'
L47	S 12°53'14" W	143.61'
L48	N 72°34'24" W	758.94'
L49	S 72°34'24" E	758.94'
L50	S 12°53'14" W	143.61'

LINE	BEARING	DISTANCE
L51	N 72°34'24" W	648.34'
L52	S 72°34'24" E	722.42'
L53	S 17°25'36" W	130.66'
L54	N 72°34'24" W	611.10'
L55	S 72°34'24" E	611.10'
L56	S 17°25'36" W	160.52'
L57	N 72°34'24" W	474.35'
L58	N 17°25'36" E	291.18'
L59	S 72°34'24" E	296.30'
L60	S 17°25'36" W	321.18'
L61	N 72°34'24" W	745.70'
L62	N 17°25'36" E	321.18'
L63	S 72°34'24" E	247.18'
L64	S 17°25'36" W	351.18'
L65	N 72°34'24" W	968.87'
L66	N 17°25'36" E	351.18'
L67	S 72°34'24" E	259.58'
L68	S 15°04'08" W	381.51'
L69	N 72°34'24" W	1220.13'
L70	S 72°34'24" E	910.68'
L71	S 15°04'08" W	153.42'
L72	N 72°34'24" W	794.29'
L73	S 72°34'24" E	794.29'
L74	S 15°04'08" W	180.17'
L75	N 72°34'24" W	657.60'
L76	S 72°34'24" E	657.60'
L77	N 15°04'08" E	333.59'
L78	S 72°34'24" E	309.45'
L79	S 15°04'08" W	363.62'
L80	N 72°34'24" W	944.27'
L81	N 21°14'59" W	38.43'
L82	N 21°14'59" W	230.59'
L83	N 21°14'59" W	196.36'
L84	N 21°14'59" W	38.43'
L85	N 21°14'59" W	38.43'
L86	N 21°14'59" W	15.19'
L87	N 23°00'08" W	23.83'
L88	N 23°00'08" W	210.88'
L89	N 23°00'08" W	171.65'
L90	N 23°00'08" W	188.07'
L91	N 22°00'17" W	185.35'
L92	N 21°58'13" W	49.65'
L93	N 21°13'06" W	225.61'
L94	N 21°13'06" W	390.45'
L95	N 18°47'21" W	9.02'
L96	N 49°09'30" E	18.30'
L97	S 67°09'46" W	58.64'
L98	S 78°41'33" W	72.36'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	613.69'	92.23'	92.14'	S 56°35'38" E	8°36'38"
C2	2904.93'	27.44'	27.44'	S 65°08'20" E	0°32'28"

NOTES:

a. No lot in this subdivision is encroached by a special flood hazard area 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. 48491C0600F, effective date December 20, 2019 for Williamson County, Texas.

b. The bearings hereon were oriented to agree with grid north and were derived using g.p.s. equipment. (Texas Central Zone - NAD 83).

c. All iron rods set are capped with plastic caps stamped (JDS 10194118).

d. "O" denotes 1/2" iron rod set with plastic cap stamped (JDS 10194118) unless otherwise noted.

e. Electric service to be provided by Bluebonnet Electric Cooperative.
f. Sewer service for this subdivision will be provided by on-site sewage facilities.
g. Water service to be provided by Manville Water Supply Corp.

h. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited; and, the existing creeks or drainage channels traversing along or across the subdivided tracts will remain as open channels, and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the creeks or drainage channels; and, Williamson County will not be responsible for any property damage, property loss, personal injury, or loss of life by flooding or flooding conditions; and Williamson County will not be responsible for the maintenance and operation of drainage ways for the control of erosion located on private property.

i. Acreage: 72.43 acres

j. All private drives will be signed in a manner that indicates its private status. Williamson County shall not be responsible for maintenance of private drives emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and save harmless Williamson County from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

k. 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.

l. The county assures 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 conveyed 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.

m. All public roadways and easements shown on this plat are free of liens.

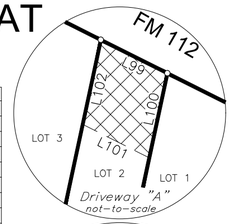
n. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within county arterial right-of-way shall meet the current TXDOT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.

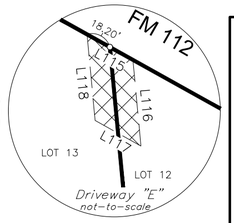
o. Any development on a lot for other than single family residential use will require compliance with Williamson county regulation B11.1 and on-site detention shall be provided as required or needed.

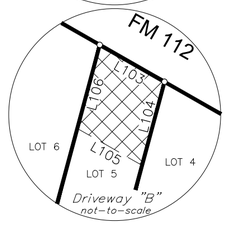
p. The public utility easement and building setback lines are defined as:

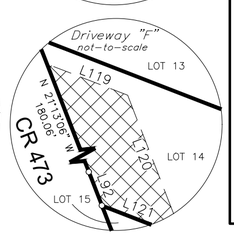
1. Fifteen foot (15') wide area on the sides of each Lot that share a common boundary line with another Lot.
2. Thirty foot (30') wide area on the sides of each Lot that do not share a common boundary line with another Lot, for the benefit of utilities.
3. Twenty-five (25') wide setback on each side of the proposed L.R.T.P. of Williamson County, Texas.
4. Fifty foot (50') wide setback along F.M. 112 and a Twenty-five foot (25') setback along C.R. 473.

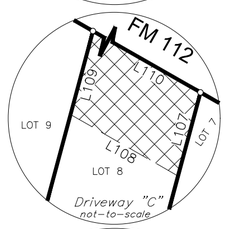
q. All sidewalks shall be maintained by each of the adjacent property owners.

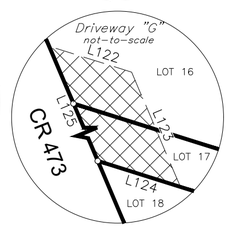


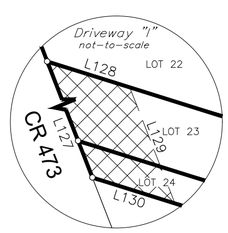


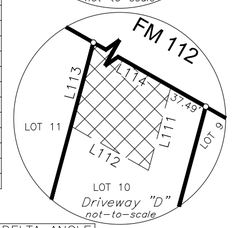


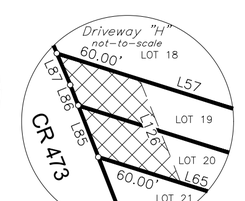


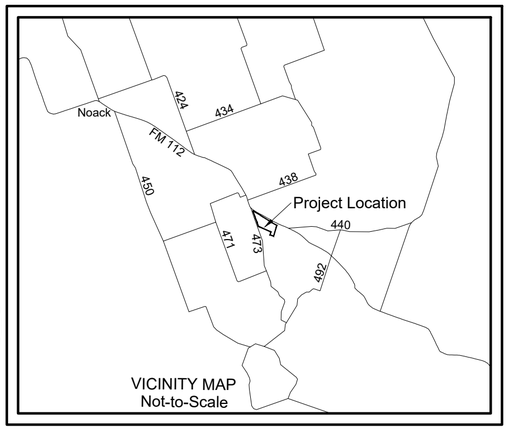












PROPOSED ACCESS EASEMENTS

Easement A - lots 1 2 3
Easement B - lots 4 5 6
Easement C - lots 7 8 9
Easement D - lots 10 & 11
Easement E - lots 12 & 13
Easement F - lots 14 & 15
Easement G - lots 16 17 18
Easement H - lots 19 20 21
Easement I - lots 22 23 24

ACCESS EASEMENTS		
LINE	BEARING	DISTANCE
L99	S 63°21'17" E	51.65'
L100	S 12°07'04" W	60.00'
L101	N 63°21'17" W	51.65'
L102	N 12°07'04" E	60.00'
L103	S 60°16'46" E	51.68'
L104	S 15°04'08" W	60.00'
L105	N 60°16'46" W	51.68'
L106	N 15°04'08" E	60.00'
L107	S 15°04'08" W	60.00'
L108	N 60°16'46" W	231.71'
L109	N 15°04'08" E	60.00'
L110	S 60°16'46" E	231.71'
L111	S 15°04'08" W	60.00'
L112	N 60°16'46" W	204.59'
L113	N 12°53'14" E	60.65'
L114	S 60°16'46" E	206.98'
L115	S 60°52'47" E	36.40'
L116	S 05°21'58" E	60.00'
L117	N 60°52'47" W	36.40'
L118	N 05°21'58" W	60.00'
L119	S 68°47'51" E	60.74'
L120	S 21°53'46" E	226.22'
L121	N 72°34'24" W	60.00'
L122	S 72°34'24" E	60.00'
L123	S 23°00'08" E	280.69'
L124	N 72°34'24" W	60.00'
L125	N 23°00'08" W	280.69'
L126	S 21°47'21" E	77.44'
L127	N 21°14'59" W	269.01'
L128	S 72°34'24" E	60.00'
L129	S 21°14'59" E	269.01'
L130	N 72°34'24" W	60.00'

ROAD NAME AND 911 ADDRESSING APPROVAL

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

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE 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 IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS }
}
COUNTY OF WILLIAMSON }

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF WILLIAMSON COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHORIZATION 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 WILLIAMSON COUNTY, TEXAS IN INSTRUMENT NO. _____.

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

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

BY: _____, DEPUTY

LEGEND

- Proposed Access Easement
- 20' wide Manville Easement dedicated by this plat
- Pipeline
- E — Overhead Electric Line
- Lot Lines
- County Road Centerline
- Existing Easement
- Proposed Utility Easement
- Building set back (widths as stated in notes)
- IRF Iron Rod Found
- IRS Iron Rod Set
- P.U.E. Public Utility Easement

OWNER: LEISSNER RANCH JOINT VENTURE
ZACH POTTS
P.O. BOX 1249
SAN MARCOS, TEXAS 78667
(512) 396-5115

PRELIMINARY PLAT
HOSICK RANCH
WILLIS WEST SURVEY, A-656
WILLIAMSON COUNTY, TEXAS

DRAWN BY: RM	SCALE: 1" = 200'
SURVEYED BY: SM	SHEET 2 of 2
DATE: 07-26-2022	FILE NO: 2112-H.R.DWG
REVISED: 01-03-2023	
REVISED: 02-23-2023	

JDS SURVEYING, INC.
WWW.JDSSURVEY.COM
PROFESSIONAL SURVEYING & MAPPING
T.B.P.E.L.S. Firm Registration No. 10194118
159 W. Main, Van, TX 75790 - Phone: (903) 963-2333

Commissioners Court - Regular Session **46.**

Meeting Date: 03/21/2023

2022 Vitals 5 Star award

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

To acknowledge and recognize the County Clerk's Vitals Office Cynthia Tidwell, Marlen Rossetti, Cynthia Zuk for their service and dedication to the Williamson County Clerk's office being awarded the 5 Star Award by the Texas Department of State Health Services Vital Statistics Section.

Background

Consider recognizing Cynthia Tidwell, Marlen Rosetti and Cynthia Zuk for their service and dedication resulting in the Williamson County Clerk's office being awarded the 2022 Five Star Award and the 24th consecutive year the team has been awarded by the State Health Services Vital Statistics Section.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

5 Star Award 2022

Resolution for 5 Star Recognition

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/08/2023 09:07 AM
Form Started By: Nancy Rister		Started On: 03/07/2023 10:19 AM
Final Approval Date: 03/08/2023		



2022

THIS CERTIFICATE IS PRESENTED TO

WILLIAMSON COUNTY CLERK

for excellence in the

Vital Statistics Registration Process

December 9, 2022

Thank you for going above and beyond to register your records and ensure excellent customer service, security, and data quality in Texas!

Tara Das

Texas State Registrar, VSS

TEXAS Health and Human Services | Texas Department of State Health Services

RESOLUTION

The Williamson County Clerk Vitals group has been awarded a 2022 Five-Star Local Registrar Vital Registration Award by the Texas Department of State Health Services Vital Statistics Section. This team has also been recognized with Exemplary Designation for services above the normal Five-Star level.

2022 marks the twenty fourth consecutive year the Williamson County Clerk's Office has been awarded the Five- Star Local Registrar Vital Registration Award.

WHEREAS, the Texas Department of State Health Services Vital Statistics Section requires an average of no more than 30 days for all death registration entered in TxEVER's software from the date of the event to the actual filing, and

WHEREAS, the Texas Department of State Health Services Vital Statistics Section requires that all minimum security features are included in their required security paper as detailed in TAC Title 25, Part 1, Chapter 181, Subchapter b, Rule 181.28, Security Features.

WHEREAS, the Texas Department of State Health Services Vital Statistics Section requires the use of TxEVER software for all birth, death and marriage registrations, and

WHEREAS, the Texas Department of State Health Services Vital Statistics Unit requires participation in the Annual Vital Statistics Conferences.

WHEREAS, The County Clerk's Office, Vital Statistics team of Cynthia Tidwell, Cynthia Zuk and Marlen Rossetti met or exceeded all stated and implied requirements, resulting in a 2022 Five-Star Local Registrar Vital Registration Award by the Texas Department of State Health Services Vital Statistics Section,

THEREFORE, BE IT RESOLVED that the Williamson County Commissioners Court do publicly congratulate, praise, and commend:

Deputies Cynthia Tidwell, Cynthia Zuk & Marlen Rossetti

for their service and dedication to the Williamson County Clerk's Office resulting in a 2022 Exemplary Five-Star Local Registrar Vital Registration Award by the Texas Department of State Health Services Vital Statistics Section.

_____

Bill Gravell, Jr. County Judge

Attest:

_____

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **47.**

Meeting Date: 03/21/2023

Williamson County 175th Birthday Resolution

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 a resolution recognizing March of 2023 as Williamson County's demisemiseptcentennial birthday.

Background

Williamson County, Texas was formed on March 13, 1848, out of Milam County and was named after Robert McAlpin Williamson. In honor of this milestone, Williamson County celebrated its 175th birthday with a kick-off celebration on March 10 and 11, 2023, at the historic courthouse on the square in Georgetown. Other events will be planned throughout the year ending at the Williamson County Fair and Rodeo in October. More information about all demisemiseptcentennial events can be found at www.wilco175.org.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

175th Birthday Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/06/2023 10:38 AM
Form Started By: Connie Odom		Started On: 02/28/2023 05:36 PM
Final Approval Date: 03/06/2023		

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

THAT ON THIS, the 21st day of March 2023, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, Williamson County, Texas was formed on March 13, 1848, out of Milam County and was named after Robert McAlpin Williamson and will be celebrating its demisemiseptcentennial in 2023; and

WHEREAS, Williamson County is one of the fastest-growing counties in the country and home to nearly 700,000 people according to the US Census, with more people moving to the area daily; and

WHEREAS, Williamson County has a rich history in its 175 years including being a prominent location on the Chisholm Trail cattle drive which took cattle to market in the late nineteenth century; and

WHEREAS, Williamson County was home to Jessie Daniel Ames, a suffragette who registered over 3,000 first-time women voters in just 17 days for the 1918 election; and

WHEREAS, Williamson County is known for the historic Dan Moody Trial from 1923 to 1924 when Dan Moody served as district attorney of the 26th Judicial District. During his term, Dan Moody became the first prosecuting attorney in the United States to win a legal battle against members of the Ku Klux Klan resulting in jail time. Dan Moody went on to become one of the youngest governors in Texas history; and

WHEREAS, Dr. James Lee Dickey, a civil rights advocate and doctor, had a profound impact on Williamson County and his hometown of Taylor by improving the local water supply and leading vaccine clinics that stopped a typhoid epidemic in 1932-1933; and

WHEREAS, Williamson County is home to several international companies including Dell, Apple, and the new Samsung semiconductor manufacturing facility which is the largest economic development project in US history with foreign investment; and

WHEREAS, Williamson County started celebrating its 175th birthday on March 10 and 11 with activities in downtown Georgetown and will continue to celebrate its history and future participating in special events, festivals, and parades throughout 2023 ending at the Williamson County Fair and Rodeo in October 2023; and

WHEREAS, the theme for Williamson County's 175th birthday celebration is *Still Making History*, acknowledging the county's rich history and promising future.

NOW THEREFORE BE IT RESOLVED, the Williamson County Commissioners Court encourages residents to learn more about Williamson County's history and participate its 175th birthday celebration.

RESOLVED THIS 21st DAY OF MARCH, 2023

_____

Bill Gravell, Jr.

Williamson County Judge

Commissioners Court - Regular Session **48.**

Meeting Date: 03/21/2023

Williamson County 175th Birthday Celebration Gifts

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 recognizing gifts given in celebration of Williamson County's 175th birthday.

Background

Williamson County received special recognition from government representatives during the kick-off celebration ceremony for the county's 175th birthday. Specifically, this recognition included:
US Senator Ted Cruz sent a United States Senate Certificate of Commendation.
Congressman John Carter sent a flag flown over the US Capitol with a certificate of special recognition.
Congressman Michael McCaul sent a certificate of special congressional recognition.
Texas Representative Terry Wilson, on behalf of the county's Texas representatives, presented a resolution from the representatives and had a flag flown over the Texas capitol on the county's birthday, March 13.
Texas Senator Charles Schwertner sent Texas Senate Resolution No. 228.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:11 AM
Form Started By: Connie Odom		Started On: 03/13/2023 01:58 PM
Final Approval Date: 03/15/2023		

Commissioners Court - Regular Session **49.**

Meeting Date: 03/21/2023

Limited Tax Note Delegation Order March 2023

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Carol Polumbo, Bond Counsel, of McCall, Parkhurst & Horton will be available to answer any questions in Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Limited Tax Note Delegation Order March 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:13 AM
Form Started By: Julie Kiley		Started On: 03/14/2023 01:44 PM
Final Approval Date: 03/15/2023		

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTES IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING PAYING AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATING TO THE NOTES

Adopted March 21, 2023

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTES IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING PAYING AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATING TO THE NOTES

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Exhibit A - Description of Annual Financial Information

ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTES IN ONE OR MORE SERIES; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING PAYING AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR MORE SERIES OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATING TO THE NOTES

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

WHEREAS, the Commissioners Court of Williamson County, Texas (the "County") based on the recommendation of the County Auditor, deems it advisable and in the best interest of the County that the Notes, defined below, be issued; and

WHEREAS, the Notes hereinafter authorized and designated are to be issued and delivered pursuant to Chapters 1371 and 1431, Texas Government Code, as amended; and

WHEREAS, the County has no present intention to refund the Notes; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTES. Recitals and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Notes of the County are hereby authorized to be issued and delivered in one or more series the aggregate principal amount not to exceed $150,000,000 (the "Notes") for the purpose of: (1) paying contractual obligations incurred or to be incurred for the construction of public works and the purchasing of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the County's authorized needs and purposes including purchasing rights-of-way for road projects and constructing, renovating, expanding and equipping the County's existing Juvenile Justice Center and (2) paying professional services including tax appraisal engineer, engineer, architect, attorney, mapmaker, auditor, financial adviser or fiscal agent and services in connection with issuing the Notes.

Section 2. DEFINITIONS. When used in this Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Notes.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Note(s)" means the Note(s) authorized, issued, and initially delivered as provided in Section 3 of this Order.

"Interest Payment Date" means a date on which interest on the Notes is due and payable as set forth in the Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Notes.

"Notes" means the Notes initially issued and delivered for each Series pursuant to this Order and the Pricing Certificate for the Notes and all substitute Notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

"Order" means this order of the Commissioners Court authorizing the issuance of one or more Series of the Notes.

"Outstanding" when used with reference to obligations, means, as of a particular date, all obligations theretofore and thereupon delivered except; (a) any obligation canceled by or on behalf

of the County at or before said date, (b) any obligation defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such obligation in lieu of or in substitution for which another obligation shall have been delivered pursuant to this Order.

"Pricing Certificate" means the Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of the Notes.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute the Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute the Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, those dates set forth in the Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Note pursuant to the terms of this Order and the Pricing Certificate.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Notes registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Note is registered.

"Registrar" or "Paying Agent/Registrar" means BOKF, NA, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Notes in accordance with the terms of this Order.

"Replacement Notes" means the Notes authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Notes as provided in Section 9 of this Order.

"Series" means any designated series of Notes issued pursuant to this Order.

"Tax Exempt Notes" means each Series of Notes bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Notes bearing interest at a taxable rate.

"Tax Exempt Series" means each Series of Tax Exempt Notes.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each series of the Notes issued pursuant to this Order and the other co-managers for each Series of Notes as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. (a) Each note issued pursuant to this Order shall be

designated: **"WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTE"** and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Notes, without interest coupons, numbered consecutively from R-1 upward (except the Initial Note delivered to the Attorney General of the State of Texas which shall be numbered T-1) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Notes or any portion or portions thereof, in Authorized Denominations, with each Series of Notes maturing not later than seven (7) years from the date of each series of the Notes, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Order. The title of each Series of the Notes shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver a Pricing Certificate for a Series of Notes shall expire at 5:00 p.m. C.S.T. on March 21, 2024. A Series of Notes priced on or before March 21, 2024 may be delivered to the Underwriter or purchasers, as applicable, after such date.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Notes, determining if a Series of Notes is a Tax Exempt Series or a Taxable Series and carrying out the other procedures specified in this Order, including determining the date of the Notes, any additional or different designation or title by which the Notes shall be known, the price at which the Notes will be sold, the years in which the Notes will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Notes, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Notes shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, finalizing the definition of Defeasance Securities and all other matters relating to the issuance, sale, and delivery of the Notes, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for a Series of the Notes shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the net effective interest rate of the Notes, or yield in the case of Premium Compound Interest Notes, shall not be greater than the maximum rate allowed by law. In establishing the aggregate principal amount of the Notes, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Notes are authorized and to pay the costs of issuing the Notes.

(c) To achieve advantageous borrowing costs for the County, the Notes shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Notes by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on a Series of the Notes.

If the Pricing Officer determines that the Notes should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Notes, to receive such bids, and to award

the sale of the Notes to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Notes should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter for the Notes and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Notes are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a Purchase Agreement or other agreement for a Series of the Notes to be sold by negotiated sale or placement, with the Underwriter or placement purchaser respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Notes shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF NOTES set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

Section 4. CHARACTERISTICS OF THE NOTES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at BOKF, NA, (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Notes (the "Registration Books"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Order. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional orders or resolutions need be passed or adopted by the governing body

of the County or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Notes in the manner prescribed herein and said Notes shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Notes which initially were issued and delivered pursuant to this Order, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Notes and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Notes, and of all conversions and exchanges of Notes, and all replacements of Notes, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (ii) may be converted and exchanged for other Notes, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Notes shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Order. The Notes initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Notes that at all times while the Notes are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Notes under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and

legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Notes issued in exchange for the Notes initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Notes. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Registration Books as the absolute owner of such Note for the purpose of payment of principal, premium, if any, and interest, with respect to such Note, for the purposes of registering transfers with respect to such Notes, and for all other purposes of registering transfers with respect to such Notes, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Note evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to the Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of

business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Notes, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations of the County to DTC.

(h) Initial Note. The Notes herein authorized shall be initially issued as fully registered Notes, being one Note for each maturity in the denomination of the applicable principal amount and the initial Note shall be registered in the name of the purchaser or the designees thereof. The initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Immediately after the delivery of the initial Note, the Paying Agent/Registrar shall cancel the initial Note delivered hereunder and exchange therefor Notes in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

Section 5. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Notes initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and the Pricing Certificate.

FORM OF NOTE

NO. R-	**UNITED STATES OF AMERICA** **STATE OF TEXAS** **WILLIAMSON COUNTY**	**PRINCIPAL AMOUNT** **$_____**

WILLIAMSON COUNTY, TEXAS

LIMITED TAX NOTES,
SERIES _____ *

INTEREST RATE	DATE OF NOTE	MATURITY DATE	CUSIP NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from _____* on _____* and semiannually thereafter on each _____* and _____* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity or upon the date fixed for its redemption prior to maturity, at BOKF, NA, (the "Paying Agent/Registrar") at their office in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Note (the "Note Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

DURING ANY PERIOD in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, if fewer than all of the Notes of the same maturity and bearing the same interest rate are to be redeemed, the particular Notes of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Note prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is one of a series of Notes dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of **$_____*** **FOR THE PURPOSE OF FUNDING PROJECTS AS SET FORTH IN THE PREAMBLE TO THIS ORDER AND PAYING CERTAIN COSTS OF ISSUANCE OF THE NOTES.**

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

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*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

ON _____*, or on any date thereafter, the Notes maturing on and after _____ may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Notes, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Notes, or portions thereof, within such maturity to be redeemed (provided that a portion of a Note may be redeemed only in integral multiples of $5,000).

[**THE NOTES MATURING ON** _____are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Notes Maturing on _____*

Mandatory Redemption Date*	Principal Amount*
_____†	$_____†

†Final Maturity

THE PRINCIPAL AMOUNT of the Notes required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Notes of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Notes plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]

NO LESS THAN 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Note to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Notes. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Notes or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Notes or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Notes shall be redeemed a substitute Notes or Notes having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Note Order.

WITH RESPECT TO any optional redemption of the Notes, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

ALL NOTES OF THIS SERIES are issuable solely as fully registered Notes, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Note Order, this Note, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Note Order. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Note or portion

thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Note.

WHENEVER the beneficial ownership of this Note is determined by a book entry at a securities depository for the Notes, the foregoing requirements of holding, delivering or transferring this Note shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Notes is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Note Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Notes.

IT IS HEREBY certified, recited, and covenanted that this Note has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Note have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Note Order, agrees to be bound by such terms and provisions, acknowledges that the Note Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Note and the Note Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Note to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Note.

_____ _____

County Clerk County Judge

_____

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE

PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE
(To be executed if this Note is not accompanied by an
executed Registration Note of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Order described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for, a Note, Notes, or a portion of a Note or Notes of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

BOKF, NA
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____

_____
(Please print or typewrite name and address, including zip code, of Transferee)

_____

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____	_____
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION NOTE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION NOTE: REGISTER NO.

I hereby certify that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL NOTE

The initial Note shall be in the form set forth in this Section, except that:

A. immediately under the name of the Note, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"**ON THE MATURITY DATE SPECIFIED ABOVE,** Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date	Maturity Amount	Interest Rate

(Information from the Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full."

C. The initial Note shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the County at an official depository bank of the County. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of said Notes. All ad valorem taxes levied and collected for and on account of the Notes shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Notes are outstanding and unpaid, the governing body of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said County, for each year while any of the Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Any accrued interest on the Notes shall be deposited in the Interest and Sinking Fund and used to pay interest on the Notes.

Section 7. DISPOSITION OF PROCEEDS. Proceeds from the sale of the Notes shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

(i) any underwriting discount or fees for the Notes may be retained by and/or wired directly to such parties;

(ii) any accrued interest shall be deposited into the Interest and Sinking Fund; and

*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

(iii) an amount sufficient to pay the remaining costs of issuance of the Notes and the cost of the projects authorized in Section 1 of this Order.

Any sale proceeds of the Notes remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Notes.

Accrued Interest and Premium. Any accrued interest on the Notes shall be deposited in the Interest and Sinking Fund. Any premium on the Notes shall be deposited as provided in the Pricing Certificate.

Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with the Note proceeds for the purpose for which the Notes are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Notes; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on note proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage notes shall be so rebated and not considered as interest earnings for the purposes of this Section.

Investment of Funds. The County hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order may be invested as permitted by the Public Funds Investment Act, as amended.

Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Order may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Notes prior to receipt of applicable tax receipts.

Section 8. DEFEASANCE OF NOTES. (a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Note, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to

make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Notes shall have become due and payable or (3) any combination of (1) and (2). At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Note as aforesaid when proper notice of redemption of such Notes shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Note and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Notes and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Notes and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Notes and such Notes shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Note affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Note to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Note for redemption in accordance with the provisions of the Order authorizing its issuance, the County may call such Defeased Note for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Note as though it was being defeased at the time of the exercise of the option to redeem the Defeased Note and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Note.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES. (a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost,

stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of damaged, mutilated, lost, stolen or destroyed Notes shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Notes duly issued under this Order.

(e) Authority for Issuing Replacement Notes. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section 9 of this Order shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 4(a) of this Order for Notes issued in conversion and exchange for other Notes.

Section 10. CUSTODY, APPROVAL AND REGISTRATION OF NOTES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Note attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Notes issued and

delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Notes. In addition, if bond insurance is obtained, the Notes may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON TAX EXEMPT NOTES. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax Exempt Notes as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax Exempt Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax Exempt Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax Exempt Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Tax Exempt Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax Exempt Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax Exempt Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax Exempt Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax Exempt Notes, other than investment property acquired with --

(A) proceeds of the Tax Exempt Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or

less until such proceeds are needed for the purpose for which the Tax Exempt Notes are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax Exempt Notes;

(7) to otherwise restrict the use of the proceeds of the Tax Exempt Notes or amounts treated as proceeds of the Tax Exempt Notes, as may be necessary, so that the Tax Exempt Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax Exempt Notes or proceeds of any prior Tax Exempt Notes to pay debt service on another issue more than 90 days after the date of issue of the Tax Exempt Notes in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax Exempt Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax Exempt Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Tax Exempt Notes, transferred proceeds (if any) and proceeds of the refunded Tax Exempt Notes expended prior to the date of issuance of the Tax Exempt Notes. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax Exempt Notes, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax Exempt Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax Exempt Notes, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of

interest on the Tax Exempt Notes under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, Notes or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax Exempt Notes.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The County recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the County recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax Exempt Notes, or (2) the date the Tax Exempt Notes are retired. The County agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax Exempt Notes. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax exempt status of the Tax Exempt Notes. For purpose of the foregoing, the County may rely on an opinion of nationally recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax exempt status of the Tax Exempt Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 12. TAXABLE NOTES. (a) To the extent required by the Code and the regulations, it shall be the duty of the Paying Agent/Registrar to report to the Owners of the Taxable Notes and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Taxable Notes and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Taxable Notes required to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It is the intention of the Commissioner's Court that the Taxable Notes not be obligations described in section 103 of the Internal Revenue Code of 1986 interest on which is

excludable from the gross income of the holders and in that regard the Commissioner's Court agrees not to file a form 8038-G, or any comparable information return relating to tax exempt obligations, with the Internal Revenue Service.

Section 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the County.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the County, or any official, officer or employee of the County in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Notes then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the County or the Commissioners Court.

(iv) None of the members of the Commissioners Court, nor any other official or officer, agent, or employee of the County, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Order, or because of any Event of Default or alleged Event of Default under this Order.

Section 14. INTEREST EARNINGS ON NOTE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with other Note proceeds for the purpose for which the Notes are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Note proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage Notes shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT AND PAYING AGENT/REGISTRAR AGREEMENT. The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to the Notes and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Notes, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

One or more Paying Agent/Registrar Agreements by and between the County and BOKF, NA, ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The County shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the County ending in or after 2023, financial information and operating data, which information and data may be unaudited, with respect to the County of the general type included in the final Official Statement authorized by Section 15 of this Order, as further set forth in each Pricing Certificate, including

financial statements of the County if audited financial statements of the County are then available and (ii) if not provided as part of such financial information and operating data, audited financial statements of the County, within twelve months after the end of each fiscal year of the County ending in or after 2023. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Event Notices. The County shall file notice to notify the MSRB of any of the following events with respect to the Notes in a timely manner and not more than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Tax Exempt Notes, or other events affecting the tax status of the Tax Exempt Notes

7. Modifications to rights of holders of the Notes, if material;
8. Note calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Notes, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the County;

13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holder, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as ascribed by SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 7 of this Order that causes the Notes no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide

only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Notes in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Notes consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Notes. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided

to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available o t the public on the MSRB's Internet Web site or filed with the SEC.

Section 17. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Notes or for any claim based thereon or on this Order against any official of the County or any person executing any Notes.

Section 18. FURTHER ACTIONS. The County Judge, the County Auditor and the First Assistant County Auditor of the County (each an "Authorized Representative") are each hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Notes, the initial sale and delivery of the Notes, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Notes, each of the County Judge and the County Auditor are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Notes by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 19. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order and the Table of Contents of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Notes and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Notes.

Section 20. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 21. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Notes, any right, remedy or claim under or by reason of this

Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Notes.

Section 22. INCORPORATION OF RECITALS. The County hereby finds that the statements set forth in the recitals of this Order are true and correct, and the County hereby incorporates such recitals as a part of this Order.

Section 23. SEVERABILITY. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 24. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25. EFFECTIVE DATE. This Order shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Notes and the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Notes the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

EXHIBIT "A"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

Commissioners Court - Regular Session **50.**

Meeting Date: 03/21/2023

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Requesting a line item transfer from Residential Services into Temp/Seasonal Labor due to unexpected long-term staffing shortages requiring us to utilize more Temp/Seasonal budget than originally anticipated to maintain minimum staffing ratios. If approved, we anticipate this transfer of funds will be adequate to carry us through the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	64,590.00
To	0100-0576-001107	Temp/Seasonal Labor	60,000.00
To	0100-0576-002010	FICA	4,590.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/08/2023 10:53 AM
Budget Office	Saira Hernandez	03/10/2023 01:46 PM
Juvenile Services (Originator)	Denise Carlson	03/10/2023 02:31 PM
Budget Office	Saira Hernandez	03/10/2023 02:43 PM
Juvenile Services (Originator)	Denise Carlson	03/17/2023 11:39 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2023 11:46 AM
Budget Office	Ashlie Holladay	03/17/2023 12:12 PM

Form Started By: Denise Carlson Started On: 03/08/2023 10:02 AM

Final Approval Date: 03/17/2023

Commissioners Court - Regular Session **51.**

Meeting Date: 03/21/2023

2021 Hailstorm Park Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2021 Hailstorm budget transfer to move $29,080 from P593 (Southwest/Splashpad Hailstorm) to P606 (Regional Park Restroom Renovation).

Background

On April 12, 2022, funds were transferred to the CIP program to accurately track repairs from the 2021 Hail Storm and the enhancements and upgrades made to each facility. As part of the enhancements, P606 (Regional Park Restroom Renovation) needs additional monies to fully fund the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:12 AM
Form Started By: Tomika Lynce		Started On: 03/14/2023 11:18 AM
Final Approval Date: 03/15/2023		

Commissioners Court - Regular Session **52.**

Meeting Date: 03/21/2023

Samaritan Health Grant

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on agreement with Samaritan Health Ministries (SHM) to provide uninsured Williamson County residents with healthcare through the Health Grant Program for fiscal year 2023.

Background

This is an agreement with Samaritan Health Ministries to provide face-to-face healthcare visits, including medical, mental health and dental care to uninsured residents of Williamson County. The $54,000 allocation was approved on 9/20/2022 to be paid through the Tobacco Account.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SHM Health Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:13 AM
Form Started By: Kathy Pierce		Started On: 03/14/2023 01:23 PM
Final Approval Date: 03/15/2023		

Agreement for the Williamson County Health Grant Program Fiscal Year 2023

1. Parties and Agreement Term

1.1 Williamson County and Samaritan Health Ministries

Williamson County (the "County") and Samaritan Health Ministries ("SHM") agree to the following terms and conditions concerning the Williamson County Uninsured Healthcare Program (the "Program").

1.2 Participating Clinic

SHM agrees to follow the rules and restrictions set by the County under the authority of this Agreement. SHM understands that funds will not be paid for patient visits which do not meet the requirements of this Agreement.

1.3 Agreement Term

This Agreement will be in effect for the County fiscal year beginning as of the date of the last party's execution herein below and ending September 30, 2023.

2. County Responsibility

2.1 Payment for Patient Visits

The County will pay SHM *Two Hundred Seventy Dollars* ($270.00) per qualifying patient primary care, dental or mental health visit ("visits") for SHM patients meeting the eligibility criteria set out in this Agreement. Qualifying visits made to SHM are eligible for payment. Payment of these funds will be subject to review by the Williamson County Auditor, and any additional auditing measures at the discretion of the Williamson County Commissioners Court.

It is the intent of the parties hereto that funding under the Program is reserved for only those cases wherein a patient visit would not otherwise be funded by a different funding source. The parties hereto acknowledge and agree that County shall only provide funding from the Program under this Agreement for a patient visit if other funding is not available in relation to such patient visit. In the event that other funding is or was available for a particular patient visit and the County provided funding for the visit, SHM shall reimburse County for any funds that were provided for that particular patient visit.

2.2 Funding Limitations

The County will not be responsible for payments exceeding the total annual amount allocated in the County budget for the Program for the 2023 fiscal year. The total amount allocated for the Program is $54,000.00.

2.3 Eligibility Requirements

For a patient to be eligible for the *Two Hundred Seventy Dollars* ($270.00) payment of the visit to a SHM clinic by the County, a patient must meet all of the following criteria:

(a) Each patient must be a Williamson County resident who is also either a U.S. Resident or Lawful Permanent Resident (Lawful Permanent Residents, also known as "green card" holders, are non-citizens who are lawfully authorized to live permanently within the United States);

(b) The patient must have a face-to-face encounter between an eligible patient and one of the following health care professionals (Psychiatrist, LCSW, LPC, Ph.D. Psychologist, Dentist, Physician, or Nurse Practitioner). A qualifying patent visit is a face-to-face assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, therapy session, a primary care, or dental visit.

(c) Each mental health, primary care or dental patient should have progress notes for visits that document the patient's progress or lack of progress, provided that nothing in this Agreement is intended to require any specific documentation or record-keeping requirements, it being understood by the parties that services provided by SHM pursuant to this Agreement shall be documented and recorded in accordance with SHM's customary practices and procedures, which practices and procedures shall comply with industry standards.

(d) Missed sessions, phone sessions, consultations without the patient are not billable. Collaborative phone calls and conferences are considered to be part of the covered session, and cannot be billed separately.

(e) Only one visit, per patient may be billed on any one day.

(f) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

3. SHM's Responsibility

3.1 Billing

In accordance with its standard billing practices, SHM will bill the County for services provided pursuant to this Agreement by submitting a report to the County, in care of Williamson County Auditor, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

The report shall provide the number of Eligible Encounters provided, Patient Account Numbers, Dates of Service, Service Type, Zip Code of Patient and Provider Name;

provided, however, Samaritan shall not be required to disclose any patient health information that may be protected by state of federal law.

Payments will be made within thirty (30) days of receipt by the Williamson County Auditor in compliance with Chapter 2251 of the Texas Government Code. The County is not obliged to pay requests which are submitted more than ninety-five (95) days after the date of service.

3.2 Audits

SHM understands that it is subject to and will assist in an audit once per year as directed by the Williamson County Auditor, and/or the County. Unsatisfactory audit findings may require further audit reviews of SHM by the Williamson County Auditor. Unsatisfactory results from an audit or review and/or failure of SHM to satisfactorily participate in an audit or review may be grounds for the exclusion of Program.

3.3 Unsatisfactory Finding on Billing Audit

If inappropriate billing is determined during an audit process, SHM shall repay Williamson County all amounts that were inappropriately billed within 30 days of SHM's notice of such billing error.

3.4 Reports

SHM will submit a report to the Williamson County Auditor after completion of the second quarter of the Program and be prepared to present the report to the Williamson County Commissioner's Court if requested. This report is SHM's self-evaluation of their progress toward meeting their target objectives and will report the number of unduplicated patients served and the number of visits. The report should have statistics on the type of illnesses that are being treated in the county; type of professional that is providing the service; zip code that the patient resides in; gender and age of patients; and any other statistical information that will be helpful in planning for the County.

3.5 Liability

SHM AGREES TO INDEMNIFY AND HOLD HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM MEDICAL SERVICES RENDERED FOR PATIENTS OR FROM THE PERFORMANCE OF THIS AGREEMENT BY SHM, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS AGREEMENT TO BE PERFORMED BY OR ON BEHALF OF SHM. WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO SHM ARISING FROM ANY ACT OF ANY THIRD PARTY. SHM FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS WILLIAMSON COUNTY, THEIR OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMMISSION OR

NEGLIGENCE OF SHM, OR THEIR CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT.

4. General Responsibilities

4.1 Agreement Subject to State and Federal Law

This Agreement is subject to the laws of the State of Texas and the federal laws of the United States. All parties agree to follow state and federal laws regarding patient care, privacy, and other substantial rights. Williamson County shall be the sole place of venue for any legal action arising from or related to this Agreement in which Williamson County is a party.

4.2 Funding Restriction

Funding of the Program is subject to approval by the Williamson County Commissioners Court.

4.3 Assignment

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party.

4.4 Termination

(a) Termination for Cause: If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

(b) Termination for Convenience: The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written

notice to SHM. In the event of such termination, it is understood and agreed that only the amounts due to SHM for qualifying patient primary care, dental or mental health visits provided as of the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

4.5 No Waiver of Immunity

Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by Williamson County, its past or present officers, employees, or agents or employees.

4.6 Severability

The Parties agree that in the event any provision of this Contact is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Contact. The remainder of the Agreement shall be in full force and effect.

4.7 Consolidation Clause

This Agreement constitutes the entire agreement between the parties concerning the Program. This Agreement may be amended by agreement of the parties in writing at any time.

Executed to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

By: _____ _____
Date

Printed Name: _____

Title: As Presiding Officer of
the Williamson County Commissioners Court

SAMARITAN HEALTH MINISTRIES

By: DocuSigned by: Richard Wilcox 6545D51C5DDB486... 2023-03-13 | 16:14:48 CDT
Date

Title: Board Chair

Printed Name: Richard Wilcox

DocuSign

Certificate Of Completion

Envelope Id: 1CFD7C6C1A3D41BC8E6A29C4796E9B1B
Status: Completed
Subject: Here is your signed document: Health Grant Agreement - Samaritan Health (031023).pdf
Source Envelope:
Document Pages: 5
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Disabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Richard Wilcox
1 University Station
Austin, TX 78712
wilcoxre@eid.utexas.edu
IP Address: 75.13.83.35

Record Tracking

Status: Original
3/13/2023 4:13:27 PM
Holder: Richard Wilcox
wilcoxre@eid.utexas.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Richard Wilcox wilcoxre@eid.utexas.edu University of Texas at Austin Security Level: Email, Account Authentication (None)	DocuSigned by: Richard Wilcox 6545D51C5DDB486...	Sent: 3/13/2023 4:13:40 PM Viewed: 3/13/2023 4:13:55 PM Signed: 3/13/2023 4:14:48 PM Freeform Signing
	Signature Adoption: Pre-selected Style Using IP Address: 75.13.83.35	

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Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Richard Wilcox wilcoxrich@mail.utexas.edu Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/13/2023 4:14:49 PM

Electronic Record and Signature Disclosure:
Accepted: 3/13/2023 3:54:45 PM
ID: 2728020d-fd8a-4476-9df9-69430d91d270

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2023 4:13:40 PM
Certified Delivered	Security Checked	3/13/2023 4:13:55 PM
Signing Complete	Security Checked	3/13/2023 4:14:48 PM
Completed	Security Checked	3/13/2023 4:14:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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If you agree to receive notices, disclosures, and documents from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices, disclosures, and documents only in email attachment or paper format. (Please note some transactions may not be conducted via email due to security requirements.) You must inform us of your decision to receive future notices, disclosures, or documents in email attachment or paper format and withdraw your consent to receive notices, disclosures, and documents electronically as described below.

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In addition, if you have a DocuSign account associated with your email address, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing email in the DocuSign system.

Required hardware and software

Most modern computers and smartphones will work with DocuSign. DocuSign keeps system requirements for signers listed and updated at this address:

https://support.docusign.com/en/guides/signer-guide-signing-system-requirements

Modern desktop and mobile web browsers which accept per session cookies typically support all DocuSign functionality needed by signers. An Acrobat Reader or similar software for viewing PDF files may be needed for viewing completed/downloaded documents.

Acknowledging your access and consent to receive materials electronically

In summary, to confirm to us that you can access this information electronically, which will be similar to other electronic notices, disclosures, and documents that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to email this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices, disclosures and documents exclusively in electronic format on the terms and conditions described above, please confirm your agreement by checking the box “I agree to use electronic records and signatures” on the DocuSign signing interface..

By checking the "Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The University of Texas at Austin as described above, I consent to exclusively receive, through electronic means, all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The University of Texas at Austin during the course of my relationship with you.

Commissioners Court - Regular Session **53.**

Meeting Date: 03/21/2023

City of Liberty Hill ARPA Subrecipient Agreement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and the City of Liberty Hill for Infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of $3.5 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Liberty HIll ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 12:34 PM
Form Started By: Julie Kiley		Started On: 03/15/2023 10:35 AM
Final Approval Date: 03/15/2023		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF LIBERTY HILL FOR THE WATER AND WASTEWATER UTILITY IMPROVEMENT PROJECTS

WITH FUNDING FROM: THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and City of Liberty Hill, Texas ("SUBRECIPIENT"), (collectively, the "Parties"), and shall be effective on , 2022 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

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

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

WHEREAS, the State and Local Fiscal Recovery Funds ("SLRF FUNDS") authorized the ARPA (A,L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

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

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

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

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

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:
Downtown Area AC Water Pipe Replacement
Water Tower #3 Rehabilitation (Elevated Storage)
Liberty Hill Elementary School Wastewater System Collection Improvements

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

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

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

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

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

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

II.
PAYMENT

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

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

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

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

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

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

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

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

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

IV.
AMENDMENTS

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

V.
STANDARDS FOR FINANCIAL MANAGEMENT

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

SUBRECIPIENT shall maintain an effective accounting system, which will:

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

VI.
MONITORING

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

business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

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

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750.000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX.
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good

condition.

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

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

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

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

XII.
INDEPENDENT CONTRACTORS

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

XIII.
SUBCONTRACTING AUTHORITY

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

XIV.
DOCUMENTATION

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

XV.
FORM 1295 COMPLIANCE

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

XVI.
NOTICE

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

County;

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

and

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

Subrecipient:

City Administrator
PO Box 1920
Liberty Hill, TX 78642

and

Finance Director
PO Box 1920
Liberty Hill, TX 78642

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2022

SUBRECIPIENT:

Paul E. Brandenburg
Authorized Signature

Paul Brandenburg
Printed Name

Date: March 8, 2022

APPENDIX A – Scope of Services

1. Downtown Area AC Water Pipe Replacement: Replacement of failing water lines is important to protect the water supply as well as prevent non-compliant low-pressure areas due to line breakage. The City's water system began as a rural water supply in the 1960's and was known as Liberty Hill Water Supply Corporation. One of the primary materials used to construct this water system was Asbestos Cement (AC) pipe. This pipe is now starting to fail and is a serious health hazard for workers completing repairs. The projects in this section would replace these failing AC pipes with modern PVC pipes through the downtown area. The estimated cost for these improvements is $2,625,000.

2. Water Tower #3 Rehabilitation: Elevated storage is important (and required by TCEQ) for system reliability and operation. The City's largest elevated storage tank is in need of rehabilitation to meet the state's drinking water system requirements. This project will keep the City's water system in compliance with state regulations for elevated storage. The estimated cost for these improvements is $225,000.

3. Liberty Hill Elementary Wastewater Collection System Improvements: Wastewater collection system capacity is necessary to provide service for the expansion of Liberty Hill Elementary School. The current wastewater collection system does not have the needed capacity to serve the school's expansion, therefore new collection system improvements are required. The estimated cost for these improvements is $650,000.

(incorporated herein as if copied in full)

APPENDIX B – Program or Project Budget/Allowable Expenses

5.11	Downtown Area AC Water Pipe Replacement	$2,625,000.00
5.14	Water Tower #3 Rehabilitation	$ 225,000.00
5.20	Liberty Hill Elementary Wastewater Collection System Improvements	$ 650,000.00

(incorporated herein as if copied in full)

Commissioners Court - Regular Session **54.**

Meeting Date: 03/21/2023

Coupland Water Supply Corp ARPA Subrecipient Agreement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for Infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of $49,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Coupland Water Supply Corp ARPA agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 12:34 PM
Form Started By: Julie Kiley		Started On: 03/15/2023 10:45 AM
Final Approval Date: 03/15/2023		

SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY AND Coupland Water Supply Corporation
FOR THE SEWER PROJECT

WITH FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Coupland Water Supply Corporation ("SUBRECIPIENT"), (collectively, the "Parties"), and shall be effective on _____, ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

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

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

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

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

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

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

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

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: __The maintenance and repair of wastewater collection and process system to ensure reliable consistent waste water treatment to the residents of the Coupland Water Supply Corporation CCN

_____

_____.

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

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

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

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

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

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

II.
PAYMENT

The COUNTY shall make available an amount of up to $____49,000_____ (*** **HUNDRED AND *** THOUSAND *** HUNDRED AND *** DOLLARS**) to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

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

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

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

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

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

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

IV.
AMENDMENTS

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

V.
STANDARDS FOR FINANCIAL MANAGEMENT

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

SUBRECIPIENT shall maintain an effective accounting system, which will:

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

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable

advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

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

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

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

IX.
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.
v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

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

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

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

XII.
INDEPENDENT CONTRACTORS

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

XIII.
SUBCONTRACTING AUTHORITY

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

XIV.
DOCUMENTATION

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

XV.
FORM 1295 COMPLIANCE

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

XVI.
NOTICE

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

County;

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

and

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

Subrecipient:

Coupland Water Supply Corporation
PO BOX 141
COUPLAND TX 78615

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

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

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

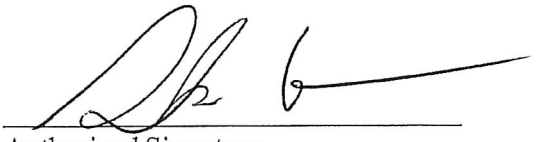
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2023

SUBRECIPIENT:


Authorized Signature

Steven Vuelker
Printed Name

Date: March 6, 2023

APPENDIX A – Scope of Services will include upgrades to current outdated non- working systems of sewage treatment plant, fixing broken sewage pipes, fixing treatment plant pump and substation pumps that are broken. Program or Project Budget will be number 5. Infrastructure 5.1 Clean Water: Centralized Wastewater Treatment

APPENDIX B –

1. Lift Station # 1 (By School)
    - Replace discharge piping from both pumps to check valves with schedule 80 PVC.
    - Replace isolation and check valves on both pumps.
    - Replace control panel and enclosure for both pumps.
    - Replace control floats in wet well.
    - Replace electric automatic switch gear enclosure.
    - Replace needed wiring and conduit for generator, switch gear and control panel.
    - Replace main breaker and breaker box to station.
    - Relevel generator.
    - Sandblast generator stand and recoat.
    - Needed dirt work around station. (gravel or road base)

2. Lift Station #2 (By Post Office)
    - Replace electric automatic switch gear enclosure.
    - Replace needed wiring and conduit for generator, switch gear and control panel.
    - Replace control floats in wet well.
    - Replace main breaker and breaker box to station.
    - Sandblast generator stand and recoat.
    - Needed dirt work around station. (gravel or road base)

3. Lift Station #3 (By Treatment Plant)
    - Replace isolation and check valves on both pumps.
    - Replace control panel and enclosure for both pumps.
    - Replace control floats in wet well.
    - Replace electric automatic switch gear enclosure.
    - Replace needed wiring and conduit for generator, switch gear and control panel.
    - Replace main breaker and breaker box to station.
    - Sandblast generator stand and recoat.
    - Needed dirt work around station. (gravel or road base)

Total $49,000.00

Commissioners Court - Regular Session **55.**

Meeting Date: 03/21/2023

Interlocal City of Georgetown Regional Animal Shelter Design Services

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to apprive an Interlocal Agreement between the City of Georgetown and Williamson County for Design Services for the Williamson County Regional Animal Shelter Expansion Project.

Background

This interlocal agreement is a first step in negotiating Georgetown's inclusion in the Williamson County Regional Animal Shelter and preparing for a future bond election by the City of Georgetown to expand the Williamson County Regional Animal Shelter. This agreement requires the City to pay 100% of the costs associated with developing a feasibility study, concept plan, and cost estimates for expanding the regional shelter. Williamson County will procure the design services and manage the project, but both parties will review and approve design documents.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal City of Georgetown for Design Services WCRAS Expansion

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:13 PM
Form Started By: Julie Kiley		Started On: 03/16/2023 10:15 AM
Final Approval Date: 03/16/2023		

INTERLOCAL AGREEMENT
FOR DESIGN SERVICES FOR THE WILLIAMSON COUNTY
REGIONAL ANIMAL SHELTER EXPANSION PROJECT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code for Design Services for the Williamson County Regional Animal Shelter (WCRAS) Expansion Project ("Project") between the Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County" or "County") and the City of Georgetown, also a political subdivision of the State of Texas ("Georgetown" or "City"). In this Agreement, Williamson County and Georgetown are sometimes individually referred to as "Party" and collectively referred to as "the Parties."

WHEREAS, on May 10, 2022, the Georgetown City Council directed City staff to explore a possible partnership between Georgetown and WCRAS;

WHEREAS, on October 14, 2022, WCRAS voted to proceed with exploring a partnership with the City of Georgetown and formed a working group;

WHEREAS, on November 22, 2022, the Georgetown City Council directed City staff to continue to explore a partnership with WCRAS, in part, by funding an expansion to the Williamson County-owned WCRAS;

WHEREAS, the City anticipates any remaining design and constructions services will be funded pursuant to a general obligation bond to be put forth before the City of Georgetown voters in November of 2023;

WHEREAS, the purpose of this Agreement is to outline each Party's duties and obligations related to Design Services;

WHEREAS, this Agreement is for the mutual benefit of Williamson County and Georgetown and after completion of the Project, Williamson County will fully own the expanded Williamson County Regional Animal Shelter; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Williamson County and Georgetown agree as follows:

I. DESIGN SERVICES

1.01 General. Williamson County shall negotiate and enter into a contract with a qualified architectural/engineering firm for Design Services related to the Project ("Design Contract") with the scope of work consistent with Exhibit A. Both parties shall review and approve the design documents for this Project, and Williamson County shall provide to Georgetown a copy of the final executed Design Contract.

1.02 Fees and Costs. The total anticipated budget for Design Services for this project is $50,000 ("Design Services Estimate"). Georgetown is responsible for one-hundred percent (100%) of all design fees and costs associated with the Project. Williamson County shall pay all fees and costs directly to the architect/engineer subject to reimbursement by Georgetown to Williamson County for one-hundred percent (100%) of the fees and costs; provided however, any change orders increasing the Design Services cost by more than five percent (5%) over the Design Services Estimate must be approved in writing by the Georgetown's Project Representative and, if required by State Law, the governing bodies or other statutorily authorized representatives of the City and the County. Georgetown's Project Representative's approval of any such change order(s) shall not be unreasonably conditioned or withheld.

1.03 Invoices. Upon Williamson County's approval of each invoice for the Design Services, Williamson County shall transmit a copy of the invoice to Georgetown. Subject to the foregoing, Georgetown agrees to pay Williamson County within thirty (30) days after receipt of each invoice.

1.04 Cost Reimbursement to City. In the event the City of Georgetown voters do not vote to approve a general obligation bond for the purpose of expanding the WCRAS, the County will reimburse one-hundred percent (100%) of the fees and costs paid to the County pursuant to Section 2.02. Subject to the foregoing, Williamson County agrees to pay Georgetown within thirty (30) days after receipt of the invoice.

II. DISPUTES

2.01 Material Breach; Notice and Opportunity to Cure.

In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

2.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above,

the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement.

2.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

III. GENERAL PROVISIONS

3.01 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT, THE DESIGN CONTRACT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST ARCHITECT/ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN, RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

3.02 Term. This Agreement shall commence upon the date of the last party's execution of this Agreement below and shall end upon the completion of the Project and acceptance of the Design Services by Williamson County and Georgetown.

3.03 Authority. This Agreement is entered, in part, pursuant to the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"). The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

3.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

3.05 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been included.

3.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

3.07 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

3.08 Amendments. Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representative of each Party.

3.09 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

3.10 Independent Relationship. Each Party, 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 purpose.

3.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity.

3.12 No Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

3.13 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

3.14 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

3.15 Project Representatives. The City Manager or designee of each Party shall act as the project representative for the Project.

3.16 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery, transmitted to a Party by confirmed fax or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

WILLIAMSON COUNTY:	Williamson County Judge 710 Main Street, Suite 101 Georgetown, Texas 78626
WILLIAMSON COUNTY PROJECT REPRESENTATIVE:	Williamson County Facilities Management Department Attn: Dale Butler, Senior Director 3101 SE Inner Loop Georgetown, TX 78626
CITY OF GEORGETOWN:	City Manager City of Georgetown P.O. Box 409 Georgetown, Texas 78627
CITY OF GEORGETOWN PROJECT REPRESENTATIVE:	City of Georgetown Public Works Department Attn: Jackson Daly P.O. Box 409 Georgetown, Texas 78627

Either Party may from time to time designate any other address for notice by written notice to the other Party.

3.17 Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

3.18 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

3.19 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

[SIGNATURES ON THE FOLLOWING PAGES.]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: March 14, 2023

ATTEST:

By: Robyn Densmore
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

EXHIBIT A

DESIGN PHASE SERVICES
SCOPE OF WORK

1. Feasibility Study.

    a. Review existing conditions of facilities and current implementation of 2016 Master Plan.

    b. Forecast space requirements (inclusive of Georgetown and current WCRAS members) for employees, animals, and any new or specialized needs through 2043 (20 years).

    c. Provide recommendations for the best and most efficient use of current and future facilities.

2. Concept.

    a. Conceptual layouts for remodeling or expanding existing facilities.

    b. Proof of concept for the proposed enhancements including:

        i. site plans

        ii. floor plans

        iii. renderings

        iv. phasing strategies

3. Cost.

    a. Statement of probable construction cost for each phase including a total cost for all phases.

~~a.~~

Commissioners Court - Regular Session **56.**

Meeting Date: 03/21/2023

Dauntless Discovery LLC

Submitted By: Shannon Francis, Commissioners Court

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the acknowledgment and agreement of the engagement of Dauntless Discovery LLC by the law firm of Mullen Coughlin LLC to assist with investigating and otherwise assisting with response to potential data security incidents.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dauntless Discovery LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:11 PM
Form Started By: Shannon Francis		Started On: 03/16/2023 09:24 AM
Final Approval Date: 03/16/2023		

February 24, 2023

Williamson County, TX
100 Wilco Way, Ste HR 101
Georgetown, TX 78628

Dear Client:

These master terms and conditions will govern the services delivered to Mullen Coughlin LLC ("Counsel") on behalf of its client Williamson County, TX ("Client") by Dauntless Discovery LLC (including its officers, employees, and affiliates, "Dauntless") as set forth in the applicable statement of work ("SOW"). Counsel, Client and Dauntless (each a "Party") are referred to below as the "Parties", and these master terms and conditions, together with the applicable SOW, are referred to as the "Agreement".

1. Dauntless Services

Counsel has engaged Dauntless on behalf of Client to deliver certain services as set forth in a SOW (the "Assignment") in order to enable their Counsel to provide legal advice to Client in connection with assessments of legal cybersecurity risks and obligations, compliance with applicable laws, rules, or regulations, and in anticipation of potential litigation, investigations, or regulatory inquires related to a cybersecurity incident.

In the event Client requests Dauntless to expand the scope of the Assignment or undertake other assignments ("Additional Assignments"), each such Additional Assignment will be set forth in a new SOW signed by all Parties that references these master terms and conditions and stipulates the fee for the Assignment.

Dauntless understands that the Counsel or Client may provide Dauntless with certain information and materials that may be protected by the attorney-client privilege and/or the work product doctrine. Dauntless agrees to treat such materials as confidential and subject to privilege.

Dauntless warrants to Counsel and Client that it shall perform the Assignment in a professional and workmanlike manner consistent with generally accepted industry standards, using individuals with qualifications or skills suitable to the Assignment. If Dauntless breaches this warranty, in addition to pursuing other remedies available to Client, Client may require Dauntless to rectify, within a reasonable time of receipt of notification by Counsel or Client, any problems, nonconformities and/or discrepancies relating to the Assignment.

2. Confidentiality

In performing services under this Agreement, Dauntless may have access to certain confidential and/or proprietary information received from the Client and which is designated by the Client as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to Client ("Confidential Information"). Dauntless shall hold Client's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, subject to the other terms of this Agreement, and in each case only to those who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Dauntless shall not use Client's Confidential Information for any purpose other than as set forth in this Agreement. Dauntless shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Client's Confidential Information. Within 72 hours of Dauntless becoming aware of the unauthorized use, disclosure, publication, or dissemination of Client's Confidential Information while in Dauntless's control, Dauntless shall provide Client with notice thereof.

If any person or entity requests or subpoenas any Dauntless Reports or other Assignment-related information or materials within the custody or control of Dauntless, then Dauntless will, unless legally prohibited, promptly inform Client of such request or subpoena so that Client may seek from a court of competent jurisdiction a protective order or other appropriate remedy to limit the disclosure. If Dauntless is required to respond to the request or subpoena or to provide testimony, Client agrees to compensate Dauntless for reasonable costs and expenses incurred (e.g., reimbursement of reasonable attorneys' fees and disbursements), including, without limitation, compensating Dauntless (at hourly rates as applicable) for responding to legal requests or demands for information and preparing for and testifying at deposition, proceedings and/or trials. Dauntless will provide detailed invoices for any costs and expenses for which it seeks reimbursement under this Section. Dauntless shall, unless legally prohibited, promptly inform Client in advance of such reasonable costs and expenses.

3. Indemnity

Dauntless shall indemnify, defend, and hold harmless Client, its affiliates, officers, directors, shareholders, and employees from any and all losses, demands, liabilities, suits, third-party claims, enforcement actions, damages, penalties, fines, expenses and costs (including consultants' fees, court costs and attorneys' fees, as well as attorney's fees relating to Client's enforcement of Dauntless's indemnification obligations described herein) arising from or related to: (i) any violation of Section 2 (Confidentiality) of this Agreement; (ii) the loss, misappropriation or other unauthorized disclosure of Client data or materials by Dauntless ; (iii) the gross negligence or intentional or willful misconduct of Dauntless in connection with obligations set forth in this Agreement; and (iv) any information security incident involving Client data in the possession, custody, or control of Dauntless or for which Dauntless is otherwise responsible. To the extent allowed by law, each Party will defend the other party against any third-party claim that the services in connection with the Assignment infringe a patent, trademark, or copyright and will pay all costs, damages and attorneys' fees ("IP Infringement"). For purposes of this paragraph, the term "Party" does not include Counsel.

4. Limitation of Liability

To the extent allowed by law, Client agrees, on its own behalf and on behalf of its agents, that Dauntless will not be liable for any claims, liabilities or expenses relating to the Agreement or any Assignment for an aggregate amount in excess of the greater of: i) four (4) times fees paid by Client to Dauntless pursuant to the SOW under which the claim arose or ii) $100,000, except a) where the claim arises out of Dauntless's data security obligations hereunder or IP Infringement, in which case Dauntless' liability shall not exceed $500,000, in the aggregate, or b) to the extent such liability resulted from Dauntless's gross negligence, fraud, willful misconduct, or breach of confidentiality in which case the limits above will not apply. However, except for indemnity for breach of data security obligations, in no event will either Party be liable for consequential, special, indirect, punitive or exemplary losses, damages or expenses relating to this engagement, including without limitation damages for loss of data, loss of business profits, business interruption, or other pecuniary loss, even if such Party has been advised of the possibility of such damages. For purposes of this paragraph the term "Party" does not include Counsel.

5. Data Protection

To the extent applicable, the Parties shall comply with relevant Data Protection Legislation including with respect to information disclosed in connection with an Assignment which is personal data (as defined under the relevant legislation or regulation). "Data Protection Legislation" shall mean all applicable federal, state and local United States privacy and data protection laws, rules, regulations, best practices, governmental requirements and regulatory guidance as the same may be amended, implemented or supplemented from time to time relating to privacy, data security, cybersecurity, privacy, confidentiality, management, disclosure, reporting and other obligations attaching or arising from the possession and/or use of client data and materials in connection with the Assignment.

6. Use of Information

To the extent any Assignment includes the provision of one or more Dauntless Reports:

Client shall be permitted to use Dauntless Reports solely for its internal business purposes. Client shall maintain Dauntless Reports as confidential, and shall not disclose, disseminate, redistribute or otherwise make any Dauntless Reports available to any third party, whether in whole or in part, without the express written consent of Dauntless; provided, however, that Dauntless Reports may be disclosed by Client: i) to its employees, agents, and representatives (the "Representatives") who are aware of and agree to the confidentiality obligations herein, and Client shall be responsible for the use and disclosure of Dauntless Reports by the Representatives as if it were Client's own use and disclosure; ii) to third parties subject to the execution by each third party of a form of release reasonably satisfactory to Dauntless; iii) if required by law or in response to a lawful order or demand of any court of competent jurisdiction, provided, however, that before making such a disclosure, Client agrees to provide Dauntless with prompt prior notice of any such compelled disclosure so that Dauntless and/or Client may seek a protective order or other appropriate remedy; and iv) upon written request by a regulator, regulatory agency, or law enforcement agency ("Agency") having jurisdiction and enforcement authority over Client when (a) deemed necessary by Client to demonstrate Client's compliance with applicable law to Agency, or (b) to avoid imposition by Agency of a fine or penalty on Client; provided, however, Client agrees to provide Dauntless with prompt prior notice in advance of any such disclosure. Client further agrees and represents that any Dauntless Reports provided hereunder will not be used for employment purposes, credit evaluation or insurance underwriting purposes, and that the services hereunder are being contracted for, and will only be used in connection with a business, investment or other commercial purpose.

7. Fees; Invoicing, Expenses and Right to Audit

The fees for any particular Assignment shall be set forth in the applicable SOW. Dauntless shall invoice Client on a monthly basis. Client's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Client 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 Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify Dauntless of the discrepancy. Following Client's notification of any discrepancy as to an invoice, Dauntless must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Dauntless reserves the right to terminate its services at any time if Client fails to pay Dauntless invoices in a timely manner, unless the parties are making reasonable, good-faith efforts remedy any billing dispute. Client is solely responsible for payment.

The fees and charges for the Services do not include applicable federal, foreign, state or local sales, withholding, use, value added, gross income, excise, or ad valorem taxes. Client will be solely responsible for all applicable federal, state, local, and withholding taxes levied or assessed in connection with Dauntless performance of Services, other than income taxes assessed with respect to Dauntless's income.

In the event Client authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, Client will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and

made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

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

8. Conflicts

In connection with its case opening process, Dauntless follows procedures designed to identify conflicts of interest.

Client understands and agrees that the engagement by Client of a Dauntless for a discrete Assignment(s) hereunder does not prevent Dauntless or its affiliated companies from providing services to other clients adverse to Client on matters not substantially related to a particular Assignment being performed hereunder, provided, however, Confidential Information obtained while performing a particular Assignment will continue to be treated as confidential and will not be shared or used in connection with the performance of any other services provided by Dauntless or its affiliated companies.

9. Termination

Any Party may terminate the Agreement on thirty (30) days prior written notice to the other Parties or earlier upon mutual written agreement; provided, however, that the Agreement shall remain in full force and effect until the completion or termination of all active SOWs hereunder. Each Party may terminate any given SOW in accordance with the termination provision set forth therein, or, where no provision has been made, on three (3) days prior written notice to the other Party. For avoidance of doubt, the termination of a particular SOW shall not automatically terminate these master terms and conditions.

In the event of any termination, Dauntless will be entitled to payment of any invoices outstanding, as well as payment for any undisputed disbursements, fees and/or costs incurred through the date of termination. Provisions of the Agreement which by their nature are intended to survive termination or expiration of the Agreement shall survive expiration or termination of the Agreement. Upon the termination of this Agreement for any reason, Dauntless shall immediately return any Client data provided or acquired in connection with the Assignment as requested by Counsel. If Counsel chooses to instruct Dauntless to return any data, prior to termination, Dauntless shall deliver the data to Client in a manner and format as requested by Counsel.

10. Assignability

Except as otherwise provided herein, no Party shall assign the Agreement or any individual Party's rights or privileges without the prior written consent of the other Parties, which consent shall not be unreasonably delayed, conditioned or withheld; provided, however, upon written notice to Counsel and Client, Dauntless may assign the Agreement to any company which controls, is controlled by, or is under common control of Dauntless, or in the event of a merger, acquisition or sale of all or substantially all of the assets thereof. "Control" shall control of more than a 50% interest of an owned entity or the ability to direct the actions of an owned entity according to the desires of the owning entity.

11. Governing Law and Dispute Resolution

The Agreement is governed by the laws of the State of North Carolina without regard to the law of conflicts. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by binding arbitration administered in Raleigh, North Carolina by the American Arbitration Association ("AAA") in accordance with its Arbitration Rules then in effect. There shall be one arbitrator agreed to by the Parties within twenty (20) days of a written request for arbitration. If the Parties cannot agree, an arbitrator will be appointed by the AAA in accordance with its Arbitration Rules. Any award from any such arbitration proceeding may be entered as a judgment in any court of competent jurisdiction. Each Party shall bear its own costs in connection with any arbitration hereunder. Nothing herein shall prevent either Party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the Parties and the subject matter of the dispute as is necessary to protect either Party's proprietary rights.

12. Amendment, Waiver and Entire Agreement

Any of these master terms and conditions may be amended or waived only with the written consent of the Parties. The Agreement, including any exhibits and appendices thereto, constitutes the entire agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

13. Severability

If any portion of the Agreement is held to be unenforceable under applicable law, the Parties agree that such provision shall be excluded from the Agreement, the balance of the Agreement shall be interpreted as if such provision were so excluded, and the balance of the Agreement shall be enforceable in accordance with its terms.

14. Controlling Provisions

In the event there is a conflict between these master terms and conditions and the provisions of any SOW or other addendum, the language of the SOW or other addendum shall control where the SOW or other addendum expressly indicates the Parties' intention to modify the master terms and conditions for the purposes of the Assignment set forth in the applicable SOW or other addendum.

* * *

These master terms and conditions shall be effective as of the date on which signed by Client below.

ACCEPTED AND AGREED:

Mullen Coughlin LLC

By: John F. Mullen

Name: John F. Mullen

Title: Chief Executive Officer

Date: 3/7/23

Williamson County, TX

By: _____

Name: _____

Title: _____

Date: _____

Dauntless Discovery, LLC

By: _____

Name: Jonathan Hanks

Title: COO

Date: 3/7/2023

STATEMENT OF WORK

This Statement of Work ("SOW"), dated February 24, 2023, is entered into by and between Dauntless Discovery, LLC ("Dauntless"), and Mullen Coughlin LLC ("Law Firm" or "Counsel"), as counsel for Williamson County, TX ("Client"). All work under this SOW is to be performed at the direction of Counsel and is subject to the attorney-client privilege and/or the work product doctrine.

A. **Description of Services**

Description of Services; Scope of Assignment	Estimated first deliverable date
[redacted]	TBD

B. **Fee Structures**

Phase 1

The technology fees for Dauntless' services under Phase 1 of this SOW will be charged as follows:

Technology Fees

- Ingestion of data - $0.00 per GB
- Hosting of data - $4.25 per GB per Month
- RelativityOne Users - $0.00 per user license per month
- Technical Project Management (per hour) - $150.00

Estimated cost of Phase 1, data sight unseen at this stage is approximately $909.38

Phase 2

If requested, the professional fees for Dauntless' services under Phase 2 of this SOW will be charged on an hourly basis as follows:

Professional Fees

- $40.00 per hour for the contract attorneys to perform the sensitive data review
- $150.00 per hour for the project manager to supervise the review, perform quality control and prepare the final deliverable for counsel's review

Estimated cost of Phase 2, data sight unseen at this stage is approximately $24,767.09

Accepted and agreed:

Mullen Coughlin LLC

Name: John F. Mullen
Title: Chief Executive Officer
Date: 3/7/23

Dauntless Discovery, LLC

Name: Jonathan Hanks
Title: COO
Date: 3/7/2023

Williamson County, TX

Name:
Title:
Date:

Commissioners Court - Regular Session **57.**

Meeting Date: 03/21/2023

SWAT Operations Cost-Sheriff's Office General Fund FY24

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the SWAT Special team/operations cost be included in the Sheriff's Office General Fund in the 2023-2024 Budget and future years.

Background

According to the Williamson County Budget Policy, VI. Personnel Policies, 11: "Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied." We are requesting the SWAT Special team/operations be included in the Sheriff's Office General Fund Budget. Questions can be referred to Asst. Chief James David, Wiliamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWAT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:15 AM
Form Started By: Starla Hall		Started On: 03/14/2023 03:50 PM
Final Approval Date: 03/15/2023		

Background

The WCSO SWAT Team was first established in the early 2001 under the name Special Mission Team (SMT). The original team consisted of 5 members and was created due to the need for a highly trained unit to meet the challenges above that of a standard patrol response. As the county has grown so has the need for the teams service to the community. Today the WCSO SWAT Team has grown to 24 members. Each member must complete an extensive selection process as well as a state mandated Basic SWAT school before becoming operational. This is only the beginning of the training process for these operators as they must complete hundreds of hours of specialized training as well as mandatory weekly team training.

Mission

The WCSO SWAT Team serves the Williamson County community in a multitude of ways. They respond for barricaded subjects, felony warrant service, high risk search warrants, hostage situations, missing party searches, dignitary protection services, and any other event that has a need for a specialized unit. The WCSO SWAT Team is the primary team for all unincorporated areas of Williamson County and all other cities within Williamson County, with the exception of Leander, Cedar Park, and Georgetown (Central Texas Regional SWAT) and Round Rock (Round Rock PD SWAT). WCSO SWAT is the primary back up for both CTRS and RRPD SWAT and have assisted both teams. They are also called upon to assist the US Marshals Service, DPS, and our neighboring counties. WCSO SWAT also plays a large role in community oriented events such as National Night Out, Citizens Academies, Field of Honor, and many other functions held throughout Williamson County. The members of the WCSO SWAT Team are also tasked with providing information and training throughout the community with site security assessments and classes such as Civilian Response to Active Shooter Engagement (CRASE).

SWAT TEAM - RECURRING, REPLACEMENT, AND REQUESTED

Requested Items by Priority			
ICOR Pole Camera		$	21,855
Breaching Equipment/Tools			2,256
AirPods Pro (Dignitary Protection)	$249 ea		1,743
Microphone assembly - gasmask	$1,291 ea		12,910
TOTAL		$	38,764

Recurring Costs - Estimated			
Def Tec Smokes/Powder		$	6,215
Uniforms/Gloves			4,092
Def Tec Recertification	$3,186 ea		9,558
Team Training	$1,445 ea		28,900
Mission Specific Certification			12,000
Memberships			650
Gasoline			3,000
Vehicle Maintenance			5,000
TOTAL		$	69,415

Disclaimer: The above cost are an estimate based on Historical Data

Commissioners Court - Regular Session **58.**

Meeting Date: 03/21/2023

K9 Operations Cost-Sheriff's Office General Fund FY24

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the K-9 Special team/operations cost be included in the Sheriff's Office General Fund in the 2023-2024 Budget and future years.

Background

According to the Williamson County Budget Policy, VI. Personnel Policies, 11: "Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied." We are requesting the K-9 Special team/operations be included in the Sheriff's Office General Fund Budget. Questions can be referred to Asst. Chief James David, Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

K-9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:15 AM
Form Started By: Starla Hall		Started On: 03/14/2023 04:07 PM
Final Approval Date: 03/15/2023		

Background

WCSO K9 was first established in 1998, when the WCSO purchased three dual-purpose K9s. Today, the WCSO K-9 Unit has six Law Enforcement (6) dual-purpose and Corrections (1) single-purpose, nationally certified teams. The WCSO K-9 Unit has maintained the national certifying standards established by National Narcotic Detector Dog Association (NNDDA) for all disciplines. They go through hundreds of hours of extensive training to assure they are prepared for duty.

Mission

Our K9 teams help our patrol and corrections divisions by being a force multiplier. They work to ensure the safety and security of the jail by making sure contraband doesn't get into the facility. The WCSO K9 unit acts as a force multiplier for our patrol units in an effort to keep our public safe. Our K9s are trained and skilled locating tools. They put these skills to work to detect and locate any narcotics or evidence that has been discarded or hidden. They are used to track and locate missing or endangered children or elderly persons as well as the location and apprehension of suspects. Numerous agencies within Williamson County, including the United States Marshall's Task Force, Drug Enforcement Administration (DEA), and Federal Bureau of Investigation (FBI) have grown to rely on the skills of the WCSO canines. They also play a large role in our community engagement program by attending events so that the public can learn about how these service animals serve their community every day.

K-9 & HANDLER COSTS - INITIAL, RECURRING, AND REPLACEMENT

Initial Costs

Police Service Dog		$ 14,600
Vehicle K-9 Insert		8,932
Cost of K-9/Handler Equipment:		965
Dog Kennel/Dog House		990
TOTAL		$ 25,487

Recurring Costs - Estimated - (6 - LE K9 & 1 - Corrections)

Average Annual Cost for handler/K9s for training		$ 15,000
Cost of Dog Food		5,460
Veterinary Cost including preventive		10,745
Tick Defender/Bathing supplies		1,544
Cost of K-9/Handler Equipment:		3,199
"Hot Dog" System (Data)	$180 ea	1,080
Memberships/Certifications		3,620
Boarding	$38 a night	as needed
K-9 Ballistic Vest - Life span 5 yrs	$1,200 ea	as needed
TOTAL		$ 40,648

Cost per dog - $5,806.86

Disclaimer: The above cost are an estimate based on Historical Data

Commissioners Court - Regular Session **59.**

Meeting Date: 03/21/2023

Swift Water Rescue/Dive Operations Cost-Sheriff's Office General Fund FY24

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Swift Water Rescue/Dive Special team/operations cost be included in the Sheriff's Office General Fund in the 2023-2024 Budget and future years.

Background

According to the Williamson County Budget Policy, VI. Personnel Policies, 11: "Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied." We are requesting the Swift Water Rescue/Dive Special team/operations be included in the Sheriff's Office General Fund Budget. Questions can be referred to Asst. Chief James David, Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Swiftwater Rescue/Dive

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:15 AM
Form Started By: Starla Hall		Started On: 03/14/2023 04:19 PM
Final Approval Date: 03/15/2023		

Background

The Swift water rescue / Dive team was created in 1998 due to a need for underwater evidence recovery, swift water rescue operations and to assist in locating and recovering drowning victims in the Counties two large lakes, Georgetown (1297 acres) and Granger (18,820 acres).

Mission

The SWR / Dive recovery team has led or assisted in over 400 missions since its inception. We have been responsible for numerous recoveries of drowning victims which helped families with closure to the incidents.
We are also responsible for over 200 low water crossings in our county which can and will routinely flood during rain events.
The SWR / Dive team continues to be a first response unit when needed and maintains a state of readiness 24/7 with its members always subject to call if available.

We currently have 12 Divers and 16 SWR personnel.

DIVE/SWIFTWATER TEAM - RECURRING AND REPLACEMENT COST

Recurring Costs - Estimated			
Recertification every 2 years	$660 ea	$ 13,200	Next recert FY24
Rescue Gloves		825	1 year life span
Wetsuits	$220 ea	1,320	2-3 year life span
Drysuits	$1,100 ea	4,400	3 year life span
Cold Weather Dry Dive Suits	$2,000 ea	8,000	2-3 year life span
Rescue boots	$220 ea	2,640	
Rescue Lights	$165 ea	990	
Tank VIP & Hydro inspection	$138 ea	2,760	Annual
Air Fill Station inspection		1,500	Annual
Vehicle Maintenance		5,000	
Gasoline		3,000	
Drysuit Repair	$150 ea	as needed	
Maintenance/Repairs		as needed	
TOTAL		$ 43,635	

Disclaimer: The above cost are an estimate based on Historical Data

Commissioners Court - Regular Session **60.**

Meeting Date: 03/21/2023

Drone Operations Cost-Sheriff's Office General Fund FY24

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Drone Special team/operations cost be included in the Sheriff's Office General Fund in the 2023-2024 Budget and future years.

Background

According to the Williamson County Budget Policy, VI. Personnel Policies, 11: "Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied." We are requesting the Drone Special team/operations be included in the Sheriff's Office General Fund Budget. Questions can be referred to Asst. Chief James David, Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Drone

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2023 09:16 AM
Form Started By: Starla Hall		Started On: 03/14/2023 04:39 PM
Final Approval Date: 03/15/2023		

Background

The Williamson County Sheriff's Office Drone Unit was formed in May 2017. Since the unit was formed, it has completed 236 flight missions. The unit currently has eight FAA Certified UAS Pilots who have completed extensive training to becoming Drone Operators. The unit maintains a state of readiness for response to a variety of missions which include Critical Incident Overwatch, Traffic Collision & Crime Scene Mapping, Missing Persons/Child, Wildland Fires, Storm Damage Assessment, and Mutual Aid when called upon.

Mission

The unit requires specialized drones to fulfill mission requirements including Thermal Camera Capability, High-Definition Camera, Interior flying with extended flight time, and Remote Drone ID, which is an FAA requirement beginning September 2023. In addition, the WCSO Drone Unit utilizes Drone flight software which allows video streaming and coordination with other public safety drone units. Ongoing maintenance costs include replacement batteries, software licenses renewal, and Williamson County required insurance.

UAS COSTS - RECURRING, REPLACEMENT, AND REQUESTED

Requested and Replacement		
Drones - Future Replacement		$ 18,237
Ipads- flight control/software	$1,400 ea	2,800
TOTAL		$ 21,037

Recurring Costs - Estimated		
Insurance		$ 10,588
Memberships/Certifications		490
FAA Part 107 Exam	$180 ea	360
Software Maintenance		2,776
Repair to Equipment		600
TOTAL		$ 14,814

Disclaimer: The above cost are an estimate based on Historical Data

Commissioners Court - Regular Session **61.**

Meeting Date: 03/21/2023

Approval of Purchase for Panasonic In-Vehicle Video System from GTS Technology Solutions for Law Enforcement Departments via IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement #2023155 for Panasonic In-Vehicle Video System from GTS Technology Solutions for law enforcement departments in the amount of $263,568.23, pursuant to cooperative DIR contract DIR-CPO-4697.

Background

The approval of this purchase will benefit the Williamson County Sheriff's Department and the Williamson County Constables for Panasonic In-Vehicle Video System for the Constable's vehicles that do not have a system, the new vehicles at the Sheriff's Department and the CID Interview Room. Budget and IT have reviewed this quote. This system is compatible with the larger system that is currently installed throughout countywide law enforcement vehicles. The expenditure will be charged to 01.0100.0503.005008 as per FY23 Budget. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTS Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 06:56 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:50 PM
Form Started By: Mary Watson		Started On: 03/03/2023 02:27 PM
Final Approval Date: 03/16/2023		

GTS
TECHNOLOGY SOLUTIONS

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #: [redacted]
Date: 3/1/2023
Delivery Date:
Expire Date: 3/31/2023
Customer ID: [redacted]
Sales Contact: Jacob Jiongo

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
[redacted]	Net 30 Days	Scott Sizemore
SHIPPING TERMS		**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	WJ-VPU4000: PANASONIC I-PRO SENSING SOLUTIONS CORP OF AMERICA : VPU4000 RECORDING UNIT ONLY NOTE: MSRP $3960.00	DIR-CPO-4697	59.00	EACH	$2,880.39	$169,943.01
2	WV-VCF41P: I-PRO ICV FRONT PANORAMIC 4K CAMERA WITH G-FORCE SENSOR, NO ETHERNET CABLE INCL. NOTE: MSRP $1525.00	DIR-CPO-4697	57.00	EACH	$1,110.98	$63,325.86
3	IPS-ICV-UDE-OP3: I-PRO AMERICAS INC. : i-PRO ICV UDE ON-PREMISE DEVICE LICENSE FOR 3 YEARS, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT. NOTE: MSRP $450.00	DIR-CPO-4697	59.00	EACH	$316.31	$18,662.29
4	IPS-ICV4-256SSD: i-PRO ICV4000 256GB RUGGED SSD FOR VPU4000 W/PULL TAB, W/ AES ENCRYPTION. NOTE: MSRP $150.00	DIR-CPO-4697	59.00	EACH	$126.53	$7,465.27
5	IPS-ICV4-ANT-GS: i-PRO ICV4000 6" ADAPTER (MK3 to MK4) NOTE: MSRP $55.00	DIR-CPO-4697	51.00	EACH	$47.44	$2,419.44
6	IPS-ICV4-ANT-BL: PANASONIC I-PRO SENSING SOLUTIONS CORPORATION OF AMERICA : PANORAMA SHARK FIN FOR ICV4000, 4 WLAN, 1 BT, 1 GPS BLACK NOTE: MSRP $360.00	DIR-CPO-4697	6.00	EACH	$292.06	$1,752.36
7	MISC: Trinity Visor clip Bracket for VC-35	NON CONTRACT	59.00	EACH	$0.00	$0.00

Total Weight (EACH):	0	**Sales Total:**	$263,568.23
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$263,568.23

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Commissioners Court - Regular Session **62.**

Meeting Date: 03/21/2023

Approval of Purchase for Cellular FM LIVE from Excell Fueling Systems for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the quote #2023165 between Williamson County and Excell Fueling Systems in the amount of $119,985.00, with a yearly amount of $11,349.00 for FM Live, pursuant to BuyBoard contract #673-22.

Background

The approval of this quote will benefit the fuel locations in Williamson County by migrating the current Fuelmaster system to Cellular FM Live. It will move the satellite fuel sites from phone line connections to cell based modems. Installing this system also requires an update to the database. The attachment shows the details of the transition. Budget and IT have reviewed and approved this purchase. The budget line being charged is 01.0100.0503.005740 as per FY23 budget. The department points of contact are Chris Ball and Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Excell Fueling Systems Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 08:32 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:01 PM
Form Started By: Mary Watson		Started On: 03/15/2023 10:14 AM
Final Approval Date: 03/16/2023		

EXCELL FUELING SYSTEMS

January 19, 2023

Williamson County
Kevin Teller

Re: Fuelmaster Upgrades

Supply and install the following for FM LIVE Upgrades Buy Board Vendor 3616 contract 673-22.

- (11) Cellular FM LIVE upgrade kits including all necessary firmware and hardware upgrades for each currently listed Williamson County Fuelmaster.
- (1) Year of subscription for FM LIVE / Cellular service.
- (11) Surge protectors.
- FM Live setup and Activation
- Project management and Data conversion/import
- Set up webinar with Syntech to train customer on all FM LIVE features
- Verify installation of all installed equipment.

Total Price of Bid: $119,985.00 includes Bonding, installation and I year of the cloud.

Note: Yearly cost of FM LIVE: $11,349.00

HUB Certification #1742662468400

P.O. Box 1675
Buda, Texas 78610
3580

MEMBER PEI PETROLEUM EQUIPMENT INSTITUTE

512-280-5230
800-393-5757 Fax 512-280-

Commissioners Court - Regular Session **63.**

Meeting Date: 03/21/2023

Approval of Discretionary Exemption of the American Heart Association Materials List for EMS

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 exempting procurement of the American Heart Association (AHA) training materials list for Williamson County EMS and any related services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(7)(A) [items for which competition is precluded because of existence of patents, copyrights, secret processes, or monopolies].

Background

Williamson County EMS utilizes CPR and First Aid materials and training documents from the American Heart Association (AHA). As an American Heart Association Training Center, Williamson County EMS is required to issue AHA Course Completion Cards (eCards) to every student that successfully completes the class. AHA alone is authorized to sell their course completion cards. EMS is requesting the exemption be granted, as the training materials are copyrighted. The Purchasing Department agrees with this exemption request. The exemption will satisfy the 3-quote requirement for purchases of over $5,000.00 in our purchasing policy and will be valid for thirty-six (36) months from approval date. Historically, the purchases have not met the bid-limit threshold of $50,000.00. FY20: $24,057.86, FY21: $12,152.36, FY22: $8,984.96, FY23: $8,879.89 (another $8,110.17 will be added this FY23- quote attached). The funding source is 01.0100.0540.003101. The point of contact is Jim Persons.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AHA Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 09:47 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:58 PM
Form Started By: Johnny Grimaldo		Started On: 03/14/2023 04:59 PM
Final Approval Date: 03/16/2023		

ShopCPR Quote

Not an Invoice. Do not pay from quote.

American Heart Association.

7272 Greenville Ave
Dallas, TX 75231

Date 2/28/2023 **Valid until:** 3/30/2023

TC/TS ID TX15591

Prepared:

Name	Raini Ext. 20497
Title	ShopCPR Support Team
Phone	(888) 277-5463
email	ShopCPR@email.ShopCPR.heart.org

Quotation For

Customer Name:	Jim Persons				
Email:	james.persons@wilco.org				
Phone	512-943-3776				
Company Name:	Williamson County EMS				
Street Address:	3189 SE Inner Loop				
City:	Georgetown	State:	TX	Zip Code:	78626

Comments or Special Instructions

Quantity	Product Number	Product Name	MSRP	Unit Price	Discount Applied	Total Saved	Total with Discount
1,000	20-3001	BLS eCard	$2.95	$2.95	0%	$0.00	$2,950.00
197	20-3004	Heartsaver CPR AED eCard	$17.00	$17.00	0%	$0.00	$3,349.00
15	20-3005	Heartsaver First Aid eCard	$17.00	$17.00	0%	$0.00	$255.00
61	20-3002	Heartsaver First Aid CPR AED eCard	$17.00	$17.00	0%	$0.00	$1,037.00
350	20-3011	Heartsaver® for K-12 Schools Course Completion eCard	$2.20	$2.20	0%	$0.00	$770.00

Provided Taxes and Shipping are estimates and final invoicing/billing amounts may differ from quote.

Tax exemption will need exempt form on file.

Any changes to the quote products or quantities invalidates the quote and a new quote will need to be submitted.

Subtotal	$8,361.00
Vol. Discount	$250.83
Est. Tax	$0.00
Est. Shipping	$0.00
Grand Total	$8,110.17

Thank you for your business!

Commissioners Court - Regular Session **64.**

Meeting Date: 03/21/2023

Approval of Services Contract for Debris Loading Services with T.F.R. Enterprises, Inc. ESOC

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement #2023156 between Williamson County and T.F.R. Enterprises, Inc. for Debris Loading Services in a not-to-exceed amount of $153,900.00 for a ninety (90) day period and exempting this purchase from the competitive bid/proposal requirements pursuant to the discretionary exemption as set forth under Texas Local Government Code § 262.024 (a)(2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and authorizing execution of the agreement.

Background

The service agreement is for the emergency debris loading and unloading from hauler trucks that arrive at the debris management site. The debris management site located at 9100 SH 195, Florence, TX 76527 is for the collection of debris piles caused by winter storm Mara. Scope of work includes providing a front-end loader, an operator for safe and timely unloading of vegetative debris, safe stacking and piling of debris and management of piles as they await incineration plus assisting site agency as needed. The hourly rate for equipment and operator combo is one hundred ninety dollars ($190) per hour based on a nine (9) hour shift from 8:00 AM to 5:00 PM with a cost of fifty-one thousand three hundred dollars ($51,300) for thirty (30) days with the option to renew the contract in fifteen day increments for up to an additional sixty (60) days with a total period of contract not to exceed ninety (90) days. Budget and Contract Audit have approved this agreement and purchase. Funding Source is 01.0100.0409.004987. Department point of contact is Michael Shoe.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 09:31 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:00 PM
Form Started By: Stephanie Robles		Started On: 03/14/2023 05:58 PM
Final Approval Date: 03/16/2023		

WILLIAMSON COUNTY
EMERGENCY SERVICES CONTRACT
(T.F.R. Enterprises, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **T.F.R. Enterprises, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A"**, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue for thirty (30) days from the Effective Date unless it is renewed. At the end of the initial term of this Contract, the parties, upon

mutual agreement, shall have the option to renew this Contract in fifteen (15) day increments for up to an additional sixty (60) days, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of ninety (90) days.

Exercise of the renewal option is at the County's sole discretion and shall be conditioned, as a minimum, on the Contractor's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contactor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Contract. The County and the Service Provider agree that termination shall be the Service Provider's sole remedy if the County choose not to extend this Contract for an additional fifteen (15) day term.

III.

Consideration and Compensation: Service Provider will be compensated based on an hourly rate for the specific project herein as set out in **Exhibit "A"**. The amount of compensation paid to Service Provider for the services shall be capped at one hundred fifty-three thousand nine hundred ($153,900). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES'

GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract 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.

X.

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

XI.

Severability: 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, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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

XIII.

REQUIRED FEMA CONTRACT PROVISIONS

The undersigned Service Provider agrees to comply with the following FEMA Required Contract Provisions to the extent that such provisions are applicable under the Contract. For purposes of these FEMA Required Contract Provisions, any reference to "Contractor" shall also mean and include "Service Provider" under this Contact.

SECTION I. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this contract, the contractor agrees as follows:

   1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

      Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or

applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that

such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION II. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contract Recipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION III. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION IV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VI. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION VII. DEBARMENT AND SUSPENSION (*Applicable to Contracts over $25,000*)

a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION VIII. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION IX. PROCUREMENT OF RECOVERED MATERIALS (*Applicable to Contracts over $10,000 and involves use of certain materials designated by EPA*)

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION X. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the contractor is notified of such by a subcontractor as any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler

number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XI. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Judge Bill Gravell, Jr.

Date: _____ ____, 20____

SERVICE PROVIDER:

T.F.R. Enterprises, Inc.
Name of Service Provider

_____
Authorized Signature

Tipton F. Rowland
Printed Name

Date: March 14, 2023

Cooperative Purchasing Contract or Agreement (if applicable): N/A

Exhibit "A"
Quote/Proposal

T.F.R. Enterprises, Inc.
DISASTER RESPONSE DIVISION

Quote

DATE: 03/06/2023

601 Leander Drive, Leander, Texas 78641
(512) 260-3322 or (512) 565-0710
tiffany@tfrinc.com

TO Williamson County
100 Wilco Way, Suite P101
Georgetown, TX 78626

CONTACT PERSON	JOB	PAYMENT TERMS	DUE DATE
Tiffany Jean	Winter Weather Event	Net 10	

QTY	DESCRIPTION	UNIT RATE	LINE TOTAL
1	Front-end Loader with Operator	$190.00 HR	$190.00 HR

SUBTOTAL	
SALES TAX	
TOTAL	

Front-end loader/laborer combo ($190 per hour), based on a 9-hour, 8:00 AM to 5:00 PM workday. That daily rate would not change after 30 days, assuming the scope of work remains the same.

Commissioners Court - Regular Session **65.**

Meeting Date: 03/21/2023

Award of RFP #23RFP9 Vending Machine Services: Beverages & Snacks for Williamson County for Facilities Management

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 awarding RFP #23RFP9 Vending Machine Services: Beverages & Snacks for Williamson County to the highest scoring proposer, Compass Group USA - Canteen, and authorizing the execution of the agreement.

Background

Williamson County sent out over three hundred (300) notifications with twenty-two (22) document takers and four (4) submitting firms. The vendors were evaluated, and the evaluation team recommends Compass Group USA – Canteen be awarded the Vending Machine Services: Beverages & Snacks for Williamson County contract RFP #23RFP9. Initial term of contract will terminate on September 30, 2024, with the option to renew in twelve (12) month increments for up to an additional forty-eight (48) months with terms and conditions remaining the same. This is a revenue generating service. Christi Stromberg is the Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Score Sheet

Proposal

Vending Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2023 09:05 AM
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:53 PM
Form Started By: Gretchen Glenn		Started On: 03/10/2023 02:48 PM
Final Approval Date: 03/16/2023		

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

Date: January 25, 2023

To: Williamson County Purchasing Department

Re: 23RFP9 Vending Services Recommendation

The recommendation from the RFP Evaluation Committee is to award the Vending Services contract to Compass Group USA - Canteen effective March 1, 2023. This evaluation is based on all items outlined in the evaluation criteria in 23RFP9. Proposal pricing is within the current budget for these services.

Compass Group USA - Canteen is located in Austin, TX, and has been in business since 1994. Compass Group USA - Canteen Management staff are certified with the ServSafe Food Protection Manager certification and receive extensive food handling and safety training. Compass Group USA - Canteen currently works with many large corporations, including Apple, and college campuses, such as University of Texas and ACC to provide similar contract services. Compass Group – USA - Canteen currently has over 230,000 vending accounts, with extensive experience in providing services to companies, schools, kitchens, offices, and health care facilities. They were ranked No. 2 on Fortune magazine's 2022 list of The World's Most Admired Companies in the diversified outsourcing services industry.

Williamson County Facilities Management Department recommends that the Williamson County Commissioners Court award the contract to Compass Group – USA - Canteen based on the committee's evaluation.

Sincerely,

Dale Butler
Facilities Director
Williamson County

Williamson County 23RFP9 - Vending Machine Services Evaluation Date 12/19/2022 @ 9:30 am						
Evaluation Criteria	**Max Points**		**9229 Properties**	**Compass Group USA - Canteen**	**Go! Nutrition Vending**	**Mcliff Coffee & Vending**
Company Information	P/F		P	P	P	P
Litigation History	P/F		P	P	P	P
Proposed Price	40		0	40	0	40
Understanding of Contract Scope (Relevant Experience/Qualifications & Products, Services & Solutions Offered)	30		9	29	6	28
Price-Commission	20		0	20	0	17
References	10		3	3	0	3
Total	100		12	92	6	88



canteen

Bringing Break Time to Everyone

A Customized Vending Proposal Prepared for Williamson County



Contents

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E. Conflict of Interest Questionnaire > 63

F. Proposal > 69



This proposal, designed specifically for Williamson County, is confidential and proprietary to Compass Group USA Inc. (Compass). Any unauthorized dissemination to others outside your organization would irreparably harm Compass and entitle Compass to judicial equitable relief, including injunction and specific performance. This proposal is valid for 30 days after its presentation and/or delivery to you.



Attachment C – Company Profile

Contractors shall use this attachment to clearly demonstrate how they meet the requirements set forth in this solicitation. This form may be modified as needed to comply with the requirement to document company information. Failure to return this exhibit may result in the response submission being considered non-responsive.
Response Requirements in addition to those outlined in other Evaluation Items include the following information on your firm for the past five (5) fiscal years:

Legal Name of the Company	Compass Group USA, Inc., by and through its Canteen Division
Company Description	Food servicing
Place of business (Headquarters):	
Address:	2400 Yorkmont Rd.
City:	Charlotte
State:	NC
Zip:	28217

Facility responsible for servicing the contract:	
Address:	8801 Wall Street, Suite 840
City:	Austin
State:	TX
Zip:	78754

Contact Person regarding company's submission to the solicitation, authorized to negotiate contract terms and render binding decisions on contract matters:	
Name & Title:	Randy Stetson, Regional Sales Director
Phone & Email:	210-717-4264, randy.stetson@compass-usa.com

Personnel who will be responsible for management and day-to-day operation of services described in this solicitation.	
Name & Title:	Austin Piske, Regional Director of Operations*
Phone & Email:	Canteen Austin Branch, 512-651-8282

Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.	
__ Yes ✓ No If yes, explain.	

***Additional Personnel**
Chris Khoury, Customer Service Manager
Patrick O'Brien, Customer Service Manager

Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances and prospects for resolution.
N/A

Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer, or member of the Williamson County? If so, please explain.
No

Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.
N/A

Company's average annual construction volume: We do not disclose our site specific investments as those are proprietary to established contracts.

Indicate if your company or any of its subsidiaries has been involved in litigation within the last five years.
__ Yes ✓ No If yes, explain.
Please note that Compass Group USA, Inc. by and through its Canteen Division ("Compass") is a multi-state corporation operating in both domestic and foreign jurisdictions. Compass, as a business entity, is in good standing and is not involved in any litigation, or any bankruptcy proceedings that would impact its ability to perform the required services.

Number years in business:	29
Number of employees:	280,000+

Number years actively participating in services described herein: (To meet minimum requirements for this RFP, respondent shall be in the business for services described herein for a minimum of 5 years within the past five 5 years, producing items similar in type and quantity to those listed herein.)

29

Provide company background, experience, qualifications & capabilities in areas of goods/services described herein. Attach page if needed.

As a member of Compass Group since 1994, Canteen has provided unattended retail and food-service with a commitment to service, leadership, people, innovation, quality and wellness. As a member of Compass Group, Canteen operates as a family of great companies. We believe our sectorization strategy is a key advantage. It enables us to be closer to our clients and consumers to better understand their unique needs. This way, we can create an innovative, custom offer to meet Williamson County's specific requirements and, in doing so, truly differentiate ourselves.

Provide present commitments for related or similar services.

Canteen currently has over 230,000 vending accounts. Because we support locations from coast to coast, we provide nationally scaled and consistent offerings to our clients and their teams. Our distinction is that we have the largest scale of self-operated locations nationwide and in Canada. Specifics on other commitments are confidential, but we can ensure through our large network we are capable of fulfilling your required services.

Provide description of industry certifications, if applicable.

Compass Group and Canteen is certified to operate and do business in all 50 states and the District of Columbia. Canteen will provide all necessary certification upon award of the bid.

Provide list of equipment to be used to produce the goods/services described herein. Attach page if needed. (Equipment inspection, changes, approval & rejection will be at Williamson County's sole discretion.)

Please see the equipment list provided in the attached proposal.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

RFP Exceptions

CANTEEN'S EXCEPTIONS TO THE REQUEST FOR PROPOSAL ("RFP")

Compass Group USA, Inc., by and through its Canteen Division ("Canteen"), has successfully negotiated and executed contracts with universities, hospitals, and major corporations throughout the country. We are confident that we will be able to partner with Williamson County to develop an agreement that meets the needs of both parties. Accordingly, Canteen's proposal is subject to and conditioned upon the negotiation of a mutually agreeable resulting Agreement between the parties.

Upon review of the documents provided in the RFP, please note the following:

1. **T&C's, P. 34 FIRM PRICING:** Canteen requests to replace the language from the foregoing Section with the following: Successful Respondent may increase prices in the event of any changes in market conditions.

2. **T&C's, P. 6 INDEMNIFICATION:** Canteen requests to replace the language from the foregoing Section with the following**: "**Each Party shall indemnify, defend and hold harmless the other Party from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, any breach or default hereunder, or other injury or damage if caused by any negligent act or omission of the indemnifying party, its employees, or agents. The indemnifying party must receive notice of any claim no later than 10 days after receipt of notice of the claim or lawsuit."

3. **T&C's, P. 8 WAIVER OF SUBROGATION:** Canteen requests to omit this section as it would be in conflict with the mutual indemnification obligations request in the paragraph above.

4. **ADDITIONAL STIPULATIONS. INSURANCE REQUIREMENTS:** Canteen requests to reserve its rights to further negotiate the Insurance Requirements section prior to finalizing a contract to ensure that all coverage is congruent with Canteen's current insurance policy.

*Canteen reserves the right to further negotiate the terms and conditions not addressed at this stage of the bidding process.

Acknowledgment of RFP Q&A

23RFP9 Vending Machine Services: Beverages & Snacks for Williamson County

Questions 12/01/2022

1) **Jamie Granite (GO! Nutrition vending)**

Nov 30th 2022, 4:41 PM CST
I would like to ask this question I have a small vending company and we use our personal truck will this be ok for this bid? also since we are small I was wondering how many machines we would need for this bid? and is this bid divided in with other companies also?

Response –

1. Question: we use our personal truck will this be ok for this bid
    a. Answer: Reference Attachment A – section 26.3.

2. Question: how many machines we would need for this bid
    a. Answer: Reference Attachment B for current contract vending machine locations. Currently, at the sites listed, there is a minimum of two machines – beverage and snack.

3. Question: is this bid divided in with other companies also
    a. Please submit bid with locations as listed in Attachment B that the company would be willing to provide vending services.

23RFP9 Vending Machine Services: Beverages & Snacks for Williamson County

Questions 12/06/2022

2) **Jamie Granite (GO! Nutrition vending) Survey for healthy options**

Dec 5th 2022, 7:46 PM CST
I would like to know if you all did a survey for healthy vending?
Answer: No

3) **Jamie Granite (GO! Nutrition vending) Revenue**

Dec 5th 2022, 7:47 PM CST
I was wondering if we could find out the revenue of this contract? Thank you
Answer: Monthly reports for the preceding nine (9) months calculated to approximate revenue of $7,300 per month.



A. Transmittal

BUSINESS ENTITY

Compass Group USA, Inc. by and through its Canteen Division
2400 Yorkmont Road
Charlotte, NC 28217
704-328-4000

BRANCH LOCATION

Canteen
8801 Wall Street, Suite 840
Austin, TX 78754
512-651-8282

TYPE OF BUSINESS ENTITY/PLACE OF CORPORATION

Compass Group USA, Inc. is a private, wholly owned subsidiary of Compass Group USA Investments Inc.

Compass Group USA, Inc. was incorporated on May 19, 1994, in the state of Delaware. Licensed and operating in the United States and the District of Columbia.

CONTACT

Randy Stetson, Regional Sales Director
210-717-4264, randy.stetson@compass-usa.com







B. Executive Summary

We are very enthusiastic about the opportunity to partner with Williamson County to provide vending for your associates and guests.

Williamson County + Canteen = A Successful Partnership

As the nation's largest vending services company and with 90-plus years of vending experience, Canteen will provide Williamson County a world-class vending services program utilizing innovative solutions and state-of-the-art technology. Our vending machines are energy efficient, have LED lighting and allow for both cash and cashless transactions. Canteen also utilizes company-owned generic glassfront beverage vending machines. Owning the equipment versus leasing the equipment from the bottler allows for Canteen to provide the broadest, most diverse product mix available. Our merchandising relies on transactional data to maximize the customer experience and thus maximize sales and commissions.

WHY CANTEEN/COMPASS GROUP

At Canteen, a member of Compass Group, our philosophy is simple, yet uncompromising – every little detail is thoughtfully addressed; every ingredient is selected for freshness, healthfulness and sustainability; and every caring human interaction makes a meaningful difference to the people we are entrusted with nourishing. It is the reason that premier organizations such as Austin Community College, University of Texas at Austin, Apple, Google, Amazon, Samsung, IBM, Facebook and others have placed their trust in us and forged long-time partnerships with us.

IN A PARTNERSHIP WITH CANTEEN/ COMPASS GROUP, YOU CAN EXPECT:

- One- of-a-kind consultative approach, each partnership is customized for the unique objectives of the client
- Knowledge, expertise and local resources to sustain operational consistency and service excellence
- Expertise in operating multilocation facilities and clients
- A single point of contact with a dedicated team
- Transparent reporting, data analysis and quarterly business reviews
- COVID-19 awareness, action and protocol
- Passion for innovation
- No-compromise commitment to quality and authenticity
- Communication: we pay attention, listen and proactively manage your business
- Proper onboarding of all associates with a continued focus on associate development
- A culture of diversity and inclusion where every employee is respected and differences are celebrated
- Commitment to sustainable business practices and giving back to our local communities
- Unparalleled track record of delivering on the promise for Great Food, Great People, Great Service

SUPPORTING THE EXPERIENCE THOUGH SUSTAINABILITY AND SOCIAL RESPONSIBILITY

We define sustainability as "meeting the needs of the present generation without compromising the ability of the future." As a global company, we are acutely aware of the impact of our operations on the communities in which we do business and on society in general. Acting responsibly is part of our corporate DNA and is at the very heart of our vision and values. We will work closely with Williamson County searching for more ways to practice "greener" methods of operation.

TRANSITIONING YOUR PROGRAM - MAKING IT EASY FOR YOU

As your partner, Canteen will take the necessary steps to understand the needs of your internal and external customers. We have received continuous perfect scores through our Canteen Connect Program. And while satisfied, we are not content. Canteen understands that adjustments of this magnitude could cause apprehension. We have over 90 years of experience in assuming responsibility for our accounts and we have the resources to assure Williamson County of a seamless transition.

Your customer service manager will carefully oversee each step of the transition process and ensure that your team is fully informed each step of the way. Further, because of the breadth of our network, you will receive the hands-on support required for a successful transition. There will be no cost associated with the install of vending machines at each Williamson County location and no subcontractors or third parties will be used.

ACCOUNT MANAGEMENT

Upon install, the customer service manager will continue with your group and act as the account manager. They will be your single point of contact to handle all daily responsibilities pertaining to our partnership. Their support team consists of customer service, field support, reporting and analysis, compliance and implementation, innovation and technology, finance and accounting and commission payments. The customer service manager will also be responsible for your quarterly business reviews. This is a great time to discuss trends, sales, technology and new product offerings.

FINAL THOUGHT

As you contemplate the important decision of selecting a trusted partner for your future, we encourage you to consider who has the infrastructure in place to execute your vision in a timely manner, the resources to build a partnership and who aligns with Williamson County. We are confident that we are the best partner to deliver for you and we look forward to our expanded dialogue.

Sincerely,



Randy Stetson • Regional Sales Director

canteen

Thriving at Unmatched Scale

230,000+
connected vending machines

98%
client retention rate

225+
corporate and franchise locations in
48
states

FORTUNE WORLD'S MOST ADMIRED COMPANIES 2022

22,000+
coffee service locations

FORBES BEST EMPLOYERS
For Diversity and New Grads 2022

BUSINESS GROUP ON HEALTH
Best Employers for Excellence in Health & Well-Being 2022

20,000+
micromarkets

10,000+ employees

$850 Million+
in national accounts expertise

1929

90+ Years
leading our industry with innovation

Our Values

Our company's foundation lies in six core values that are aligned with yours. These values highlight a standard of excellence upheld for more than 90 years. Our innovative approach to serving you the highest-quality products is just one benefit of our leadership.



SERVICE

We are dedicated to providing an unmatched level of service to all of our clients and customers.

WELLNESS

We are committed to upholding standards of wellness in our workplace and yours. Our campaigns encourage healthy eating and plant-based solutions while minimizing waste.



INNOVATION

Our innovative offerings include sustainability programming, enhanced technology, specialized local offerings and forward-thinking recruitment opportunities.

LEADERSHIP

We bring industry-leading solutions in refreshment services, business intelligence and reporting capabilities, as well as nationwide partnerships, to the table.

QUALITY

We own our commissary network and promise to provide only the highest-quality products and to partner with reputable organizations – companies that source products locally, focus on sustainability and limit their use of antibiotics.

PEOPLE

We believe the support, encouragement and dedication we provide to the well-being of our associates – as well as innovation to the clients and communities we service – is reflective of the excellent service we will provide.




canteen
canteen
canteen



Organizational Chart

AUSTIN, TEXAS

125 TEAM MEMBERS AND GROWING

Austin Piske
Regional Director of Operations

Alex Gaxiola
District Operations Manager

Chris Khoury
Customer Service Manager-Hybrid

Patrick O'Brien
Customer Service Manager

Wes Westfall
Customer Service Manager-Service and Install

Darrell Benavides
Customer Service Manager-Warehouse

Ben Futrell
Customer Service Manager-Large Accounts

Danielle Kollman
Controller

Accounting Clerks

Purchasing

Foodbuy, a subsidiary of Compass Group and the nation's largest group purchasing organization, gives our clients access to the best selection, aggressive pricing, recall processes and expertise in supply chain and negotiations. It has never been more important to have a consistent, engaging foodservice program.

Foodbuy analyzes culinary needs, foodservice trends, operating habits and nutrition and health issues, and matches those criteria with the world's premier suppliers for the highest quality, value and guest satisfaction.

Managing contracts with more than 600 leading manufacturers and distributors across the U.S., Foodbuy supports us with deals for front- and back-of-house products and services. Working with the most recognized brands in the industry, we also enjoy access to both regional and local providers.

The sourcing and category development teams work to benefit both members and suppliers by driving category growth and strengthening programs, as well as collaborating with supplier partners to find the best products and services for your needs. Driving down costs by negotiating greater volume through fewer products is just one of the advantages of Foodbuy.

KNOWLEDGE AND RESOURCES

Foodbuy negotiators leverage their knowledge of commodity forecasts and regulatory issues, as well as sustainability goals, product innovation and economies of scale for optimal outcomes for each of its stakeholders. They also notify us of product recalls or withdrawals.

INFLATION UPDATES

To assist in menu planning, Foodbuy publishes a monthly price watch report and a quarterly inflation report to keep operators abreast of commodity price changes.

MONTHLY NEWSLETTER

Foodbuy Factor is the monthly purchasing newsletter published by Foodbuy. This is a great resource for important information about the most recent changes and developments in purchasing.



Foodbuy

Foodbuy's experts in data management, marketing and supply chain logistics understand the competitive landscape and negotiate more than just a good price.







Training and Education

We require proper handling and preparation of our products from all of our associates to safeguard the health of our guests, provide the best experience and preserve your peace of mind.

MANAGEMENT TRAINING

ServSafe is the premier food safety certification course in the nation, administered by the Education Foundation of the National Restaurant Association and aligned with the Hazard Analysis Critical Control Points (HACCP) system. We require every dining manager to complete the ServSafe Food Protection Manager Certification course, which trains and tests them on food safety concepts, safe food-handling practices, sanitation and cleanliness. We require recertification every three years – two years sooner than the five-year recertification requirements established by the National Restaurant Association's Education Foundation and enforced by most local health departments.

HOURLY ASSOCIATE TRAINING

Providing effective food safety and sanitation training for hourly associates is equally, if not more, important than manager training. The Associate Food Safety and Sanitation Handbook is given to associates on their first day to educate them on the basics of food handling, health and hygiene practices, and cleaning and sanitizing responsibilities. A knowledge assessment and commitment signature are required to complete the training. We also have an entire procedure manual for food safety – a differentiator in the unattended retail space.

How We Operate

We have made the right investment in networks and infrastructure to support any size account, large or small. Our talented leadership team successfully manages every Canteen-operated location with enthusiasm and great attention to detail. These efforts ensure we provide innovative solutions, customized services and superior quality. This best-in-class leadership keeps us always moving forward.

VENDING, MARKETS AND COFFEE

Staff includes route drivers, warehouse supervisors, order builders, mechanics, warehouse attendance and maintenance staff.



- Division President
- Regional Vice President
- District Manager
- Warehouse Manager
- Customer Service Manager

DINING

Each dining facility is supported by an on-site staff consisting of a food unit lead, a dining center manager, a kitchen manager, a dishwasher, a cashier, a grill cook, hourly chefs and any additional staff as needed.



- Division President
- Regional Vice President
- Regional Dining Director
- District Manager
- Foodservice Director
- Field Marketing Specialist
- Regional Chef
- Executive Chef
- Chef Manager

CONTROLLERS

Our financial reporting systems are supported by additional accounting positions including office assistants, accounting assistants and cash room associates as needed.



- CFO
- Sector Controller
- Regional Controller
- Division Controller
- Operations Controller
- District Controller
- District Accounting Manager

The Power of Compass Group

Compass Group operates as a family of great companies. We believe our sectorization strategy is a key advantage. It enables us to be closer to our clients and consumers to better understand their unique needs. This way, we can create an innovative, custom offer to meet Williamson County's specific requirements and, in doing so, truly differentiate ourselves. We have teams of specialists and the support of a large organization that has the benefit of size and scale.

Compass Group provides the highly specialized resources, brands and partnerships that only the world's largest hospitality company can deliver. Utilizing a dedicated single point of contact, we operate under a "One Team" approach across all sectors – streamlining processes and communication, sharing best practices, implementing state-of-the-art innovations and ensuring consistency across the enterprise that delivers positive results*.

COMPASS GROUP®

GLOBAL KEY FIGURES

$24.8B
revenue in FY21

480K
associates

5.5B
meals served per year

55K
client locations in 45 countries

**Canteen does not provide dining foodservices within any correctional facilities, nor does any other Compass Group operating company in the United States.*

FORTUNE THE WORLD'S MOST ADMIRED COMPANIES® 2022

Compass Group ranked No. 2 on Fortune magazine's 2022 list of The World's Most Admired Companies in the diversified outsourcing services industry.

To read the full article: https://fortune.com/company/compass-group/worlds-most-admired-companies/.





CYBERSECURITY

We invest $15 million each year to ensure the data of our clients, as well as their employees, customers and guests, is protected against all cyber intrusion attempts. Our cybersecurity team works around the clock so our clients can focus on their core businesses.

BALANCE SHEET

Our high credit rating and low debt levels, as well as a strategic equity raise, mean our balance sheet is the best in company history. While our competitors are burdened with debt, we're able to be nimble and smart, investing in our business and continuing to bring the best to our clients.

STRATEGIC PROJECTS

This internal team's deep knowledge of transition – and their extensive experience in change management – are key to us ensuring the contract transition for each new Compass Group client is seamless and successful.

COMPASS DIGITAL

Dedicated to innovation and consumer engagement, this internal team of developers and data scientists delivers technology strategies and solutions to meet complex business needs.

PEOPLE AND LABOR STRATEGY

In addition to our specialized HR support and unmatched people management skills, our proprietary labor platform, SmartLabor, processes and manages our workforce by finding inefficiencies, capturing data and driving change.

E15

Using data and market research, our E15 team finds patterns, correlations and insights that our clients use to make more informed decisions. The data optimizes their business operations and improves the consumer experience.

ENVISION GROUP

From strategic space design to eliminating food waste, this visionary team is focused on building partnerships and business growth that promotes the well-being of people and planet.





Transitioning Your Program

MAKING IT EASY FOR YOU

As a partner, Canteen will take the necessary steps to understand the needs of your internal and external customers. We realizes adjustments of this magnitude could cause apprehension. We will work hand in hand with our client contact as well as your current provider to ensure a transition that provides transparency, cooperation and partnership while ensuring limited disruption to your vending services.

Rest assured with over 90 years of experience in assuming responsibility for our accounts, Canteen has the resources to assure Williamson County of a seamless transition. Also, your customer service manager will carefully oversee each step of the transition process and ensure your team is fully informed each step of the way. There will be no cost associated with the install of vending machines at each Williamson County location and no subcontractors or third parties will be used.

We look at our partnership with a holistic approach based on what's most important to our clients.

While we have not had a formal opportunity to survey your locations, we would anticipate a vending/market strategy that emphasizes user satisfaction (both internal customers and external customers), ease of use, healthy choices, variety, aesthetics and revenue sharing, among others. Keeping with Canteen's holistic approach to our partnership, we do not put a specific dollar amount necessary for each vending machine. We understand the strategic aspect of the partnership and will work with our partners to provide the best program possible.

Canteen would provide a recommendation based on the following:

- Current vending locations
- High-traffic areas
- Distance from closest food/beverage option
- High-profile area
- 100% healthy needs – we can provide 100%healthy vendors in strategic areas, for example
- Micromarkets – We have had great success placing micromarkets behind the scenes in certain employee lounges, especially in 24/7 work loads

We provide the best-selling, trending and most sought-after snacks. With more than 250,000 SKUs, we gather relevant data and work with you to create a robust vending program.





Healthy Options

Our data gathering includes leveraging industry trends and reports from Mintel, Nielsen, Forbes, SPINS, Technomic and Datassential, among others. We pair this data with manufacturer trends, regional product preferences and internal survey results to curate a unique product mix for your location. After initial machine implementation, we track sales data and conduct customer surveys to continually adjust product mix to preferences, introducing new products and phasing out slow sellers, guaranteeing your vending offerings have something for everyone.

With **Choice Plus,** we make the healthy choice the easy choice by supporting a healthier lifestyle on-the-go. Choice Plus was designed by our team of registered dietitians and culinary experts to arm our consumers with the power of information. We curated a list of products that meet criteria supported by the latest nutrition and consumer research.

CHOICE PLUS

BEVERAGE OPTIONS

We have specific criteria for beverages based on sugar/sweetener content and nutritional value.

SNACK OPTIONS

- Fewer than 250 calories
- Zero grams of trans fat
- Fewer than 3 grams saturated fat
- Fewer than 230 milligrams of sodium
- Fewer than 20 grams of sugar

Marketing and Promotions

We strategically place signs in gathering spaces and high-traffic areas to communicate the latest features, offers and promotions to your team. Marketing vehicles include flyers, table tents, posters, e-blasts, LCD monitors and digital displays.



Transition

We make transitioning easy. A typical implementation takes 30 to 45 days. Canteen will plan to have machines implemented and installed within nine weeks. The process begins once a letter of intent or a contract is signed. This includes a detailed survey of your measured available space for machines, an evaluation of details that need to be taken into consideration, and market research. We understand the ratio of total population versus the amount of equipment you'll need and make recommendations accordingly.

Solutions We Offer

From traditional machines to the latest AI-powered robot vendors, our equipment options will make your vending solution simple, accessible and adaptable to the unique needs of your guests:



Glass-front beverage



Glass-front snack

CANTEEN CONNECT

We make it easy to get in touch. Our vending machines feature a Connect label, allowing customers to connect directly to our app to access nutritional information, request service or a refund, and provide valuable feedback on the products and services offered. The Connect system lets us build reports and share insights tailored to your needs, continually identifying opportunities for improvement.

The Smallest Retail Store in the World

We specialize in unattended retail, designing solutions that provide intuitive and simple shopping while ensuring customers always have access to their favorite products. We use data analytics to keep top sellers readily available and rotate slow movers out for new and trending items, delivering the best possible experience through the world's smallest retail store.

Reliability

With help from our proprietary route accounting system, iVend, we know what you need when you need it. iVend provides instant access to product-specific sales and reports that enable us to make sure the right product is where it needs to be, when it needs to be there.

Each product we offer has a unique barcode or SKU assigned to it, allowing our route drivers to identify how each SKU is performing by handheld scanner. This vital insight lets our teams build the right product mix for every machine:

- Keep machines fully stocked:
  - Replace slow sellers with popular products
  - Customize product mix based on machine-specific data
  - Regularly introduce new items and rotate selections for increased variety
- Provide machine inventory tracking
- Automate cash auditing and credit collections
- Ensure reliable delivery processes through online route scheduling
- Provide accurate sales records using electronic data (DEX)
- Ensure accuracy of commission information



Suggested Equipment



MERCHANT MEDIA



Specifications

	Model 186	Model 187
Height:	72"	72"
Width:	33"	44"
Depth:	38.25"	38.25"
Weight:	510 lbs.	610 lbs.
Electrical:	115 VAC 60Hz, 3A	120 VAC 60Hz, 3A
Certifications:	UL, cUL, CE, FCC, NAMA	

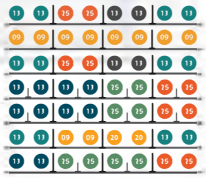
Payment Options

- Integrated Credit Card Swipe
- Integrated Bill Validator
- Standard Payment Opening 1
- Standard Payment Opening 2
- Near Field Communication Tap Zone

Other Key Options

- 3.5" Color Display with Keypad or 7" Touchscreen
- Surround & Integrated Payment LED Option
- Standard Cabinet LED Lighting
- Healthy Graphics Package
- Custom Graphics
- 6-Shelf and 7-Shelf Configurations
- Internal Tactile Keypad & Speaker Option (for visually impaired operators)
- Black Media Door Option

Spiral Configuration Options



Merchant Media 4-Wide

38 Select Standard Model



Merchant Media 6-Wide

58 Select Standard Model

Built-In Telemetry Options

- For Remote Monitoring or Credit Card Payments:
  - Verizon (CDMA) - Standard
  - AT&T (GSM) and Sprint (CDMA) are also available
  - Local Mesh Network

CRANE MERCHANDISING SYSTEMS

3330 Dixie-Narco Boulevard I Williston, SC 29853-0719
Tel: 1-800-688-9090 I www.cranems.com I MADE IN USA

Key Features

Color Displays

Pick from two stunning user interfaces to grab consumer's attention.





Out-Of-The-Box Cashless Option

Built-in and intuitive cash-less solution helps capture every sale.

Largest Variety

Increase sales and consumer satisfaction with the largest number of selections in the industry.





Shopping Cart

Enables multi-product purchases in one, simple transaction. Consumers can pay before or after selection.

Nutritional Information

Provides easy-to-read nutritional facts (available for both 3.5" Color Display and 7" Touchscreen).





Built-In Mulit-Product Promotions

Increase transaction size and drive consumer value

Guaranteed Product Delivery

Crane's SureVend technology ensures product delivery.





Healthy Graphics

Promote healthy options and increase sales by appealing to health-conscious consumers.


BEVMAX MEDIA
ALL THE BENEFITS OF BEVMAX 4 COMBINED WITH THE CONSUMER EXPERIENCE OF MEDIA
OUT-OF-THE-BOX CASHLESS, NUTRITION, & PROMOTIONS
BEST IN CLASS SELECTIONS AND CAPACITY
EXCEEDS ENERGY STAR TIER 3 AND 2013 D.O.E. STANDARDS
MEETS ANSI AND NEW ADA REQUIREMENTS
CRANE MERCHANDISING SYSTEMS

BEVMAX MEDIA



DESIGNED TO ENHANCE THE CONSUMER EXPERIENCE AND MEET OPERATIONAL NEEDS OF BOTTLERS AND VENDING OPERATORS

Specifications

	Narrow	Wide
Height:	72″	72″
Width:	39″	47″
Depth:	32″	32″
Weight:	545 lbs.	764 lbs.
Electrical:	115 VAC	120 VAC
Selection:	35	45
Total Capacity:	280	360
	60Hz, 10.2A	60Hz, 10.2A
Certifications:	UL, cUL, CE, FCC, NAMA	
Refrigeration:	134A CFC-Free Refrigerant	
	Gas 1/3 HP Compressor	

Key Features & Options

- Surround & Integrated Payment LED Option
- Simplified Maintenance: Low profile modular refrigeration platform removes from the front or back of the machine
- Standard Cabinet LED Lighting
- NAMA Health and Safety Control

Payment Options

- Integrated CURRENZA Credit Card Swipe
- Integrated CURRENZA Bill Validator
- Standard Payment Opening 1
- Standard Payment Opening 2

Built-In Telemetry Options

- For Remote Monitoring or Credit Card Payments:
  - GSM (AT&T)
  - CDMA (Sprint or Verizon)
  - Local Mesh Network

- Heated Door Option
- Healthy Graphics Package
- Custom Graphics
- Internal Tactile Keypad & Speaker Option (for visually impaired operators)

CRANE MERCHANDISING SYSTEMS

3330 Dixie-Narco Boulevard I Williston, SC 29853-0719
Tel: 1-800-688-9090 I www.cranems.com I MADE IN USA

Key Features

Color Displays

Color 7″ touchscreen clearly displays digital content





Out-Of-The-Box Cashless Option

Built-in and intuitive cashless solution helps capture every sale.

Largest Variety

Increase sales and consumer satisfaction with the largest number of selections in the industry.





Shopping Cart

Enables multi-product purchases in one, simple transaction. Consumers can pay before or after selection.

Nutritional Information

Provides easy-to-read nutritional facts for making the healthy choice.





ADA Compliant

Meets new height access requirements of the Americans with Disabilities Act.

Delivery Speed

Delivers product in only 8 seconds, increasing sales, speed of service and customer satisfaction.

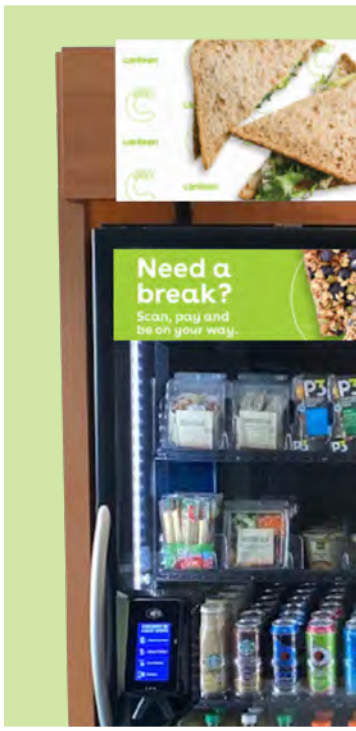




Efficient Loading

Shimless vend mechanism addresses costly labor and service concerns by eliminating loading errors.





Kiosk Option

Micromarket Solutions

If you want an on-site marketplace for guests to grab snacks and maybe a meal without having to go off-site, Avenue C has solutions for you. Our self-checkout markets offer hundreds of products in customized retail spaces. To date, we have more than 20,000 markets across the country.

Our market collection of Avenue C fixtures will bring new life to your retail space. We combined sleek steel frames, warm wood elements and open design to enable customization for every market, and a clean, inviting shopping experience for every guest. Multiple setups and checkout options can accommodate a variety of space requirements.

KIOSK

Our full build-out market solution is equipped with a payment kiosk that accepts credit cards, mobile wallets, thumbprints or cash to account. Our kiosks can also be programmed to accept employee cards. Kiosks are perfect for locations with a population of 200 or more.

The full build-out market solution:

- Offers more than 350 items:
  - Single-serve packaged snacks and beverages
  - Fresh food made in our USDA-certified commissaries
    - > Fresh food drop zone
  - Frozen meals
- Includes touchless self-checkout kiosks and J-hooks for limited-touch door opening
- Accepts mobile payment via our Connect & Pay® app, allowing users to accrue reward points toward in-market discounts with every purchase. We can even align with your wellness program to incentivize healthier items with bonus rewards.
- Requires a dedicated internet connection



Pico Option



Mobile Option

PICO

This intuitive design offers a diverse product selection in a space-friendly package suitable for smaller offices, schools, distribution centers and more. For populations of 100-200, our Pico solution is the perfect fit.

This space-friendly market solution:

- Offers more than 250 items, including fresh food
- Accepts credit cards, plus mobile payment via our Connect & Pay® app
  - Fast and easy shopping
  - Loyalty platform
- Works on cellular or wireless internet

MOBILE

This compact market solution is perfect for populations of 25-100 and can be installed against a wall or on a countertop.

Just because it's small doesn't mean it lacks variety – it is stocked with up to 100 items.

There's no payment kiosk here. To check out, guests simply use the Connect & Pay® app:

- Download the Connect & Pay® app from the app store
- Fund your account or pay as you go via credit card
- Scan the barcode to pay
- Walk away and enjoy



CONVENIENT SOLUTIONS

Current consumer trends point to the need for a solution as convenient and flexible as Avenue C. The data tells us that consumers are looking for:

- Quality grab-and-go foods for shorter meal periods
- Late-night and weekend services
- Increased snacking occasions
- Meals outside the traditional three-meal period
- Nutritional information
- Increased awareness of food safety standards



Consumer Trends

ENHANCEMENTS

Depending on your business needs, these enhancements can easily be added:

- Robotics and automated solutions for 24-hour access
- Mobile ordering, pickup/drop-off
- Full-service espresso solutions
- Action station
- Community space

MARKET PORTFOLIO HIGHLIGHTS

- Technology-enabled
- Full brand resources – graphics, smallwares, fixtures, merchandising
- Operational support: order guide, POGs, implementation guide and training
- Connect & Pay® technology
- Scan and pay
- Frictionless technology

CORE CATEGORIES IN ALL MARKET PORTFOLIOS

- Bottled beverages
- Packaged snacks and candy
- Sundries and retail essentials
- Self-service coffee solutions
- Fresh-brewed coffee
- Unattended espresso solutions
- Bakery items

Our Food

PRODUCT VARIETY

From yogurt and whole-grain oatmeal to fresh salads, deli sandwiches and soups – let's not forget salty and sweet snacks to fill those afternoon cravings. Looking for a healthy choice? Our markets offer a variety of gluten-free, non-GMO, organic, vegan and kosher options.

- **Branded Favorites –** Farmer's Fridge, Simply Good Jars, Panera Bread soup, Sabra hummus with pretzels and Frigo string cheese.
- **Breakfast –** Steak, egg and cheese wrap and turkey sausage and egg English muffin.
- **Salads –** Bacon, blue cheese and cranberry spinach salad and chicken penne pesto salad.
- **Sandwiches –** Black Forest ham on marble rye with Swiss, Buffalo chicken multigrain wrap and roasted turkey and applewood bacon.

ON-SITE MEALS

From small facilities to large corporate environments, college campuses and anywhere in between, we offer custom dining solutions for locations of all sizes. We place an emphasis on purchasing locally sourced products, developing creative menus that highlight seasonal produce, green initiatives and quality ingredients. Our teams focus on expertly crafted dining solutions, tailoring menu offerings to your unique audience.

HEALTHY CHOICES

With **Choice Plus**, we make the healthy choice the easy choice by supporting a healthier lifestyle on-the-go. Choice Plus was designed by our team of registered dietitians and culinary experts to arm our consumers with the power of information. We curated a list of products that meet criteria supported by the latest nutrition and consumer research.

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- Fewer than 3 grams saturated fat
- Fewer than 230 milligrams of sodium
- Fewer than 20 grams of sugar

GRAB-AND-GO HOT MEALS

As locations reopen, many are looking for integrated food solutions. We now offer a branded food pickup destination – **Drop Spot**.

- Grab-and-go hot meals safely integrate food experiences
- Branded or generic graphics packages available for both closed-cabinet units and open-shelf concepts
- Designed to be a standalone or used as a bolt-on to the market build-out



Customizable Options



MERCHANDISING FIXTURES

Free-standing, wall-mounted or combined

GRANITE COUNTERTOPS

for coffee and kiosk stations





CUSTOM FINISHES

Laminate in a range of textures, colors and wood finishes

LIGHTING

LED-lit merchandising display option





BRANDING

Your choice of branding packages and styles

Market Design

For full market build-outs, one size doesn't fit all. Whether using the corner of a room, multiple walls or simply a single wall, our markets fit your unique space and needs.

From linear setups and L-shaped designs to layouts spanning multiple walls, we stand out from the rest by using permanent, high-quality fixtures.

LAYOUT TYPES

- L-shaped
- Linear
- Enclosed space

MODULES/COMPONENTS

- Slat wall shelving units
- Drink coolers
- Food coolers
- POS counters

THE COLLECTIONS

1



Bauhaus

Stunning design created and packed with the latest features – from flexible deep shelves to integrated lighting kits.

2



Forest City

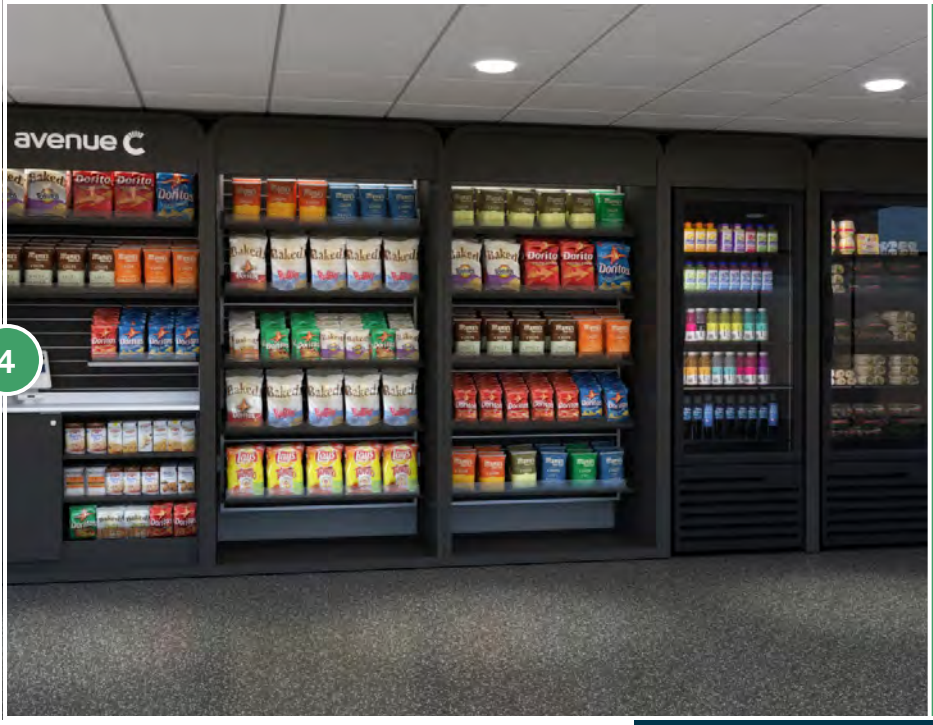
This high-capacity retail market thrives in a diverse range of spaces and is made of 98% recyclable materials.

3



IDX

This award-winning, architecturally driven market innovates and inspires any hybrid workplace.



4

Radius

Straightforward in nature, this simplified design embraces a more modern, organic way of living.



5

Custom Design

We craft great spaces from an innovative design process and a deep understanding of the environment's needs.

SIGNAGE OPTIONS





















Marketing and Promotions

To get people excited about what's in store for them, we create robust marketing that encourages ongoing engagement.

MONTHLY PROMOTIONS

By paying close attention to trends and consistent market favorites, we curate and promote new products. In addition, our account activation team can help you create memorable experiences for your guests that will enhance your company culture, including grand openings, pop-ups, giveaways, events and guest training.

AVENUE C BUCKS

Avenue C Bucks are the perfect thank you for associates, or as a handout before your next meeting as a cost-effective alternative to catering. Used like cash, these vouchers allow guests to fund their accounts and purchase favorite marketplace items.





Coffee, Anyone?

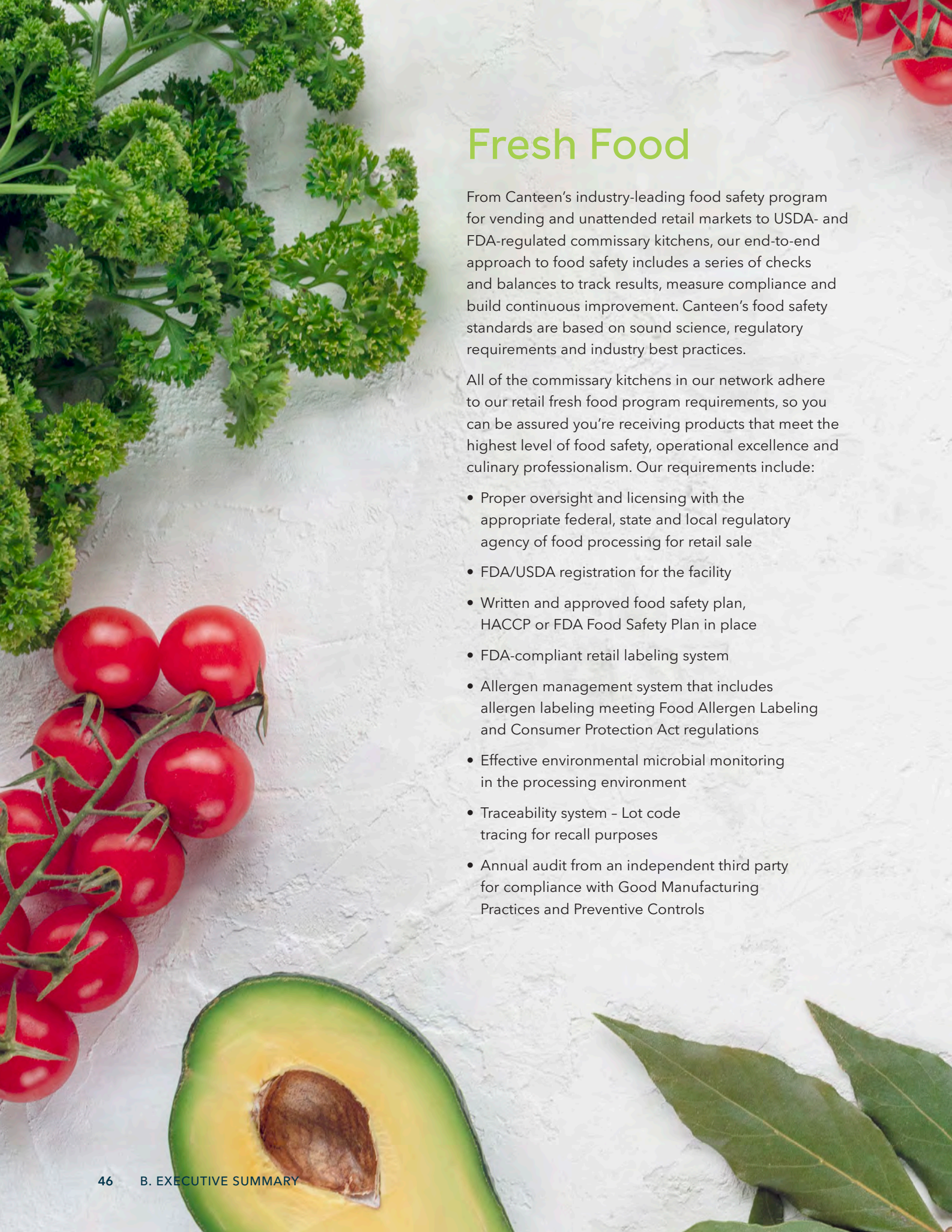
Is a great cup of joe something that's missing at your location? We live in a coffee culture, where breaks happen throughout the day, making great opportunities to connect a necessity. From freshly ground bean-to-cup coffee to single-cup brewers, our coffee programming can be tailored to your team, taste and budget.

WHY SINGLE-CUP?

These coffee makers are perfect for locations where everyone would prefer to select their own favorite blend.

WHY BEAN-TO-CUP?

You may not have room for your own barista, but you can still bring a coffee shop experience to your space. Bean-to-cup brewers grind and brew every cup based on each guest's preference, including latte and cappuccino options. Plus, with a minimum of three bean selections, we can offer your favorite brands and local artisan roasters.



Fresh Food

From Canteen's industry-leading food safety program for vending and unattended retail markets to USDA- and FDA-regulated commissary kitchens, our end-to-end approach to food safety includes a series of checks and balances to track results, measure compliance and build continuous improvement. Canteen's food safety standards are based on sound science, regulatory requirements and industry best practices.

All of the commissary kitchens in our network adhere to our retail fresh food program requirements, so you can be assured you're receiving products that meet the highest level of food safety, operational excellence and culinary professionalism. Our requirements include:

- Proper oversight and licensing with the appropriate federal, state and local regulatory agency of food processing for retail sale
- FDA/USDA registration for the facility
- Written and approved food safety plan, HACCP or FDA Food Safety Plan in place
- FDA-compliant retail labeling system
- Allergen management system that includes allergen labeling meeting Food Allergen Labeling and Consumer Protection Act regulations
- Effective environmental microbial monitoring in the processing environment
- Traceability system – Lot code tracing for recall purposes
- Annual audit from an independent third party for compliance with Good Manufacturing Practices and Preventive Controls

RISK REDUCTION

We identify and reduce product risk and the associated threat of foodborne illness and food-related injury through:

- Comprehensive standards and compliance with HACCP, U.S. Public Health, FDA and Restaurant and Foodservices Association recommendations
- Associate, driver and manager education and training
- Self-inspection
- Third-party audits
- Effective facilities design
- Vendor certification

FOOD SAFETY TRAINING

We reach beyond the technical minimums by providing extensive and ongoing training to our associates, reinforcing our food safety principles and practices on a daily basis to safeguard you and your guests. Our teams focus on:

- **Food supply and storage –** Proper labeling, dating, placement and product temperatures.
- **Proper food handling –** Preparation, delivery and service.
- **Standard operating procedures (SOPs) –** Adherence to SOPs, from farm to guest.
- **Record keeping –** Detailed records for optimal traceability.

We take thorough steps on a daily basis to ensure your food is protected from any potential hazards, and is a source of fuel and nutrition for your guests.

PURCHASING

Foodbuy vets all potential suppliers, scrutinizing facilities and products to minimize the risk of contamination. All foods are purchased from the Managed Order Guide, a fully vetted group of suppliers that undergo continuous monitoring by the Quality Assurance Department for food safety, so you never have to wonder where your food came from.

RED ALERTS

The Quality Assurance Department monitors recalls and market withdrawals on a daily basis and issues Red Alerts regarding food and products that may be purchased or used by Compass Group businesses or by Foodbuy-committed customers.

CRISIS AND COMPLAINTS

Compass Group maintains a crisis management hotline – one call from an associate or manager will alert appropriate resources who provide a prompt and accurate response to minimize the impact on our clients and their businesses.



SAMPLE FRESH FOOD PRODUCT LIST

PRODUCT DESCRIPTION
Breakfast
Spicy Breakfast Burrito
Southern Breakfast Biscuit
Chorizo Breakfast Burrito
Sausage Breakfast Burrito
Sausage Biscuit Bites
Fruit
Cantaloupe
Pineapple
Grapes
Fresh Fruit
Strawberries
Parfaits
Strawberry and Granola
Blueberry and Granola
Strawberries, Chocolate and Vanilla Yogurt
Strawberry and Vanilla
Salad
Chef with Ranch
Chicken Caesar
The Delicious Spinach
The Greek
The Lil' Garden
The Cobb
Southwest Chicken
The Lil' Caesar
The Deluxe Garden
Caprese Salad
Steakhouse Salad
Let's Taco-bout Veggie Salad
Farmstand Salad

PRODUCT DESCRIPTION
Sandwich
The Club Sub
Classic Italian
Chicken Salad on 12 Grain
Turkey and Swiss Croissant
Ham and Swiss on a Honey Roll
Ham and Cheddar
Roast Beef and Swiss
Tuna Salad
Turkey and Pepperjack Sub
El Cubano
Turkey and Provolone BLT
Turkey and Provolone on 12 Grain
Pesto Chicken Salad
Turkey and Cheddar BLT
Combo Half and Half
Egg Salad on 12 Grain
Chicken Salad
The Kickin' Chicken
PB&J Crunch (white)
Greek Chicken Pita
Hawaiian Ham and Cheese
Wraps
Roasted Turkey
Buffalo Chicken Salad
Big Italy
The Club
Veggie and Ranch
Southwest Chicken
Chicken Caesar
Sonoma Chicken Salad
Quinoa and Veggie Wrap
Chicken BLT

PRODUCT DESCRIPTION
Snacks
Grapes and Cheddar
Pepperoni and Cheese
Chicken Salad Snacker
Mediterranean Dipper
Chicken Salad Half and Half
Protein Snack Pack
Simply Chicken Salad
Simply Tuna Salad
Egg, Cheddar and Cracker Snacker
Simply Eggs
Roast Beef Half and Half
Apple Snacker
Fruit and Cheese Snacker
Pimento Cheese Snacker
Old World Snacker
Caprese Snack Pack
Spinach Dip Snack Pack
Desserts
Strawberry Shortcake
Oreo Delight
Vanilla Goodness
Italian Cannoli Dipper
Tropical Key Lime Pie

*Additional gluten-free, vegetarian, vegan and nut-free options available.

PRODUCT LIST SAMPLING - BEVERAGE

PRODUCT/SERVICE DESCRIPTION	SIZE/QUANTITY
Choice Plus	
Hint Water Blackberry	16 oz.
Hint Water Watermelon	16 oz.
ITO EN Oi Ocha Unsweetened Green Tea	16.9 oz.
ITO EN Traditional Jasmine Green Tea Unsweetened	16.9 oz.
Lipton Pure Leaf Unsweetened Black Tea	18.5 oz.
Ozarka Water	16.9 oz.
Vitamin Water Squeezed Lemonade	20 oz.
Bai Molokai Coconut	18 oz.
Hint Water Pineapple	16 oz.
Lipton Pure Leaf Unsweetened Lemon Tea	18.5 oz.
Aquafina	16.9 oz.
Dasani Water	20 oz.
Glaceau Smart Water	20 oz.
Honest Tea Unsweetened	16 oz.
Vitamin Water Essential	20 oz.
Vitamin Water Power C	20 oz.
Vitamin Water XXX	20 oz.
TopoChico Mineral Sparkling Water	20.3 oz.
RightWater Spring Water	16.9 oz.
Vitamin Water Zero XXX	20 oz.
Vitamin Water Zero Squeezed Lemonade	20 oz.
Gold Peak Unsweetened Iced Tea	18.5 oz.
Vitamin Water Zero Rise	20 oz.
Non Carb Beverage	
Lipton Pure Leaf Sweet Tea	18.5 oz.
Lipton Pure Leaf with Lemon	18.5 oz.
Gatorade G2 Grape	20 oz.

PRODUCT/SERVICE DESCRIPTION	SIZE/QUANTITY
Gatorade Cool Blue	20 oz.
Gatorade Fruit Punch	20 oz.
Gatorade Lemon Lime	20 oz.
Gatorade Orange	20 oz.
Lipton Green Tea with Citrus	20 oz.
Starbucks Frappuccino Mocha	9.5 oz.
Starbucks Frappuccino Vanilla	9.5 oz.
Starbucks Double Shot Vanilla	15 oz.
TopoChico Mineral Sparkling Water with Twist of Lime	20.3 oz.
TopoChico Mineral Sparkling Water with Twist of Grapefruit	20.3 oz.
Dole Lemonade	20 oz.
Dole Strawberry Lemonade	20 oz.
Gold Peak Sweetened Iced Tea	18.5 oz.
Powerade ION4 Fruit Punch	20 oz.
Bottle Beverages	
Coca Cola Classic Mex Bottle	16.9 oz.
Fanta Orange	20 oz.
Fanta Strawberry	20 oz.
A&W Root Beer	20 oz.
Cherry Coke	20 oz.
Coca Cola Classic	20 oz.
Dr Pepper	20 oz.
Diet Coke	20 oz.
Diet Dr Pepper	20 oz.
Mountain Dew	20 oz.
Pepsi	20 oz.
Sprite	20 oz.
Cherry Coke Zero	20 oz.
Canada Dry Ginger Ale	20 oz.
Jarritos Mandarin	18.5 oz.
Big Red Soda	20 oz.

PRODUCT LIST SAMPLING - SNACKS

PRODUCT/SERVICE DESCRIPTION	SIZE/QUANTITY
Choice Plus	
BluDimndSmkhseAlmd	1.5oz
BnfieldBnPicoGallo	1.5oz
BrimsHnS PorkRds	.875oz
Clif BoulderChoc Br	2.4oz
Clif Choc Chip Br	2.4oz
ClifOatmlRsnWlntBr	2.4oz
ClifWhtChocMcdemia	2.4oz
DoritosSmplWhtChd	1.25oz
Extra SF Pmint Gum	6stk
Extra SF Spearmint 6stk	6stk
Kar's All EngyTrl Mx	2oz
Kar's SwtnSlt TrlMx	3.5oz
Kar's SwtNSltTrlMx	2oz
Kar's CBerryAlmdDlite	3oz
KindDarkChocCherCash	1.4oz
KindDarkChocNutSS	1.4oz
Kind Peanut Butter Dark Chocolate Protein	1.4oz
Kellogg's NGrn SBerryBr	1.3 oz
Kellogg's Nutrigrain Green Apple CinBr	1.3 oz
Nabisco FatFree FigNewton	2.1oz
Nature Valley Crushed OatsandHoney	1.5oz
Nature Valley Fruit n Nut Bar	1.2oz
Nature Valley Sweet Salty Peanut Bar	1.2oz
Nature Valley Biscuit Almond Butter	1.35oz
Nature ValleyDarkChocolate CherryBar	1.2oz
Nature Valley Peanut Butter Choc Gran Cup	1.35oz
Nature Valley Protein Peanut Butter Dark Choc	1.42oz

PRODUCT/SERVICE DESCRIPTION	SIZE/QUANTITY
Nature Valley Oats 'n Dark Chocolate	1.49oz
Oven-baked Cheetos	1.5oz
Oven-baked Lays BBQ	1.125oz
Oven Baked Cheetos Flaming	1.5oz
OvenBakedLaysSour Cream and Onion	1.125oz
Planters Light Salted Peanuts	2oz
Popchips Crazy Hot	.7oz
Popchips SS	.8oz
Popchips SSnV	.8oz
PopchipsRdgTngyBBQ	.8oz
Ritz TastyChip Sour Cream and Onion	1.5oz
RugerSugrFreeVanillaWafer	1.5oz
Sahale California Almond	1.5oz
Sahale CashewPomegranateVanilla	1.5oz
Smartfood White Cheddar Popcorn	1oz
Snydesr FatFreeMini Pretz	1.5oz
SunChip GardenSalsa	1.5oz
Welch Mx Fruit Snack	2.25oz
Wheat Thin TastVegetables	1.75oz
WheatThinPopped Sour Cream * Onion	.8oz
Zoo Animal Cracker	2oz
Better for You Snacks	
KellogSpecK SCnOCrkr	.87oz
KellogSpecKChedCrkr	.87oz
KellogSpecKSBeryProt	1.59oz
Other Snacks	
3 Mskt V	1.92oz
Butterfinger	1.9oz
CHB TX Cin Roll	4oz
CheetoFlaminHotLimon	2oz

PRODUCT/SERVICE DESCRIPTION	SIZE/QUANTITY
Cheetos Ched Jpno	2oz
Cheetos Crunchy	2oz
Cheetos Flamin Hot	2oz
Cheezits	2oz
ChexMix Trad	1.75 oz
Chesters Flamin Hot	1.75oz
Chesters Bacon Cheddar Fries	1.75oz
Corn Nuts Orig	4oz
Doritos CoolRnch	1.75oz
Doritos NChs	1.75oz
DoritosSalsaVerde	1.75oz
Dentyne Ice Pmint	16piec
Dentyne IceArcChill	16piec
Famos Choc Chp	3oz
Fiber 1 OatsandChoc	1.4oz
Fiber 1 PB Oats	1.4oz
Fritos Chili Cheese	2oz
Funyuns	1.25oz
FunyunsFlaminHot	1.25oz
GBtch SF RFVanWfr	2.1oz
GBtch SF Van Wfr	2.2oz
Gdtos OrigSnk Mx	1.75oz
Gmas Mini VanCrm	3.71oz
Host Ho Ho's Cake	3oz
Hrshy Choc Almd Large	1.85oz
Jack Links Teriy Beef Jrky	.9oz
Jack Links TeriyBfStekBit	1oz
Kit Kat Large	2.04oz
Kellog PtrtBsugrCin	3.52oz
Kellog RKrisp Treat	2.13oz
KellogPtrtFrstSberry	3.67oz
Lays Chips	1.5oz
Lays Cheese PeanutButter Cracker	1.38oz

PRODUCT/SERVICE DESCRIPTION	SIZE/QUANTITY
Lays FlaminHot Mnch	2oz
Lays Kettle Jpno	1.375oz
LaysKtleRFAplBBQ	1.375oz
LaysMnchChsPBCrkr	1.42oz
M&M Plain V	1.69oz
M&M Peanut V	1.74oz
Miss Freshley Choc Cck	4oz
Miss Frseshley Jumbo Honey Bun	5oz
Miss Freshley PeanutButter Buddy Bar	3oz
Miss Freshley Powdered Donut	2.5oz
Miss Fresh TX Cinnamon Roll	4oz
MissFreshleyOreoBrownie	3oz
MissVickiesKettleJalapeno	1.375oz
Oreo Mini Bites	3oz
PayDay Large	2.4oz
Pringles BBQ	2.5oz
Pringles SCnO	2.5oz
Reeses PB Cup	1.5 oz
Ruffles	1.5oz
Ruffles Ched SC	1.5oz
Starburst Fruit Chew	2.07oz
SkittlesOrigFruit	2.17oz
Snickers	1.86oz
Sour Patch Kids	2oz
StarbrstOrigMini	1.85oz
Twix	1.79oz
Wrigley Doublemint Gum	6stk
Wrigley Juicy Fruit Gum	6stk

Refund Program

If anyone experiences losses due to a machine malfunction or damaged product, a refund will be made immediately by a designated person. Canteen will work closely with your facility to develop the best and quickest procedure for refunding monies. For example:

1. A petty cash fund can be given to a designated person who makes refunds to those who lose money on the spot.
2. Anyone who loses money can fill out an envelope. Canteen's service personnel will fill the envelope and leave it in a designated place.

Canteen can also provide a direct "e-check" to the end user by alerting us through our Canteen Connect app or by calling our office.

OneTicket

OneTicket interfaces with iVend to log every step of the repair process. From where the problem started to the exact date and time the first service call was requested, OneTicket doesn't close the ticket until each problem is fixed. OneTicket allows us to track and report the service and repair history of any machine by day, week or month. This powerful tool performs on two levels where we can respond quickly and efficiently to service calls and you can monitor our quality of service. OneTicket allows us to track and report the service and repair history of any machine. OneTicket generates a comprehensive suite of reports detailing call frequencies, response times and service completion, so each location can be properly monitored and repaired. Here's how it works:

- A customer logs a service or repair into our Connect web interface or calls our support line.
- The service request is logged into OneTicket, noting date, time, machine, location and problem.
- Your technician is notified via text message. Date and time are entered into OneTicket.
- Repair is completed. Date and time are entered into OneTicket.
- Our staff will call to notify you of repair completion.

iVend

iVend provides instant access to product-specific sales and reports, enabling us to make sure the right product is where it needs to be, when it needs to be there. iVend allows us to aggregate data across the enterprise to generate insights based on location, client, regional or national parameters. Each product we offer has a unique barcode or SKU assigned to it, allowing our route drivers to identify how each SKU is performing by using a handheld scanner. This vital insight lets our teams build the right product mix for every machine, plus these extras:

- Replace slow sellers with popular products
- Keep machines fully stocked
- Customize the product mix based on machine-specific data
- Regularly introduce new items and rotate selections for more variety
- Provide machine inventory tracking
- Simplify cash auditing and credit collections via cash room automation and card processor integration
- Ensure reliable delivery processes through online route scheduling
- Verify sales by using electronic data from vending machines
- Provide direct link to OneTicket for service calls





C. Proposal Affidavit

CERTIFICATION: The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

Yes

NON-COLLUSION: I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person(s) engaged in the same line of business prior to the official opening of this Proposal and that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person(s) to submit a Proposal.

Yes

COOPERATIVE PURCHASING: PROGRAM Please select Yes or No. By selecting Yes the Respondent is agreeing to offer the quoted prices to all authorized entities during the term of the County's contract. By selecting No the Respondent is stating they will not offer the quoted prices to all authorized entities. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

Yes


S.PELLEGRINO





D. References

Attachment D – Past Projects with Corresponding References

Contractor Name: Compass Group USA, Inc. by and through its Canteen Division

Contractor shall use this exhibit to provide a minimum of three (3) past projects with corresponding references for projects completed within the past five (5) years that illustrate experience in successfully completing work of a similar nature and scope as the work described in this solicitation. Project scope description. Relevant projects should include similar services to those included in this Program.

Include all requested information. ***Failure to return this exhibit (or reasonable facsimile) may result in proposal being considered non-responsive.***

Project 1:

Brief Project Description:
Canteen provides more than 100 vending machines (Snack and Beverage) across Apple's Austin campuses. Canteen provides an assortment of beverages and snacks with an emphasis on non-carbonated beverages and at least a 25% mix of healthier for you (Choice Plus) products. We utilize glassfront beverage machines to allow us to offer a greater variety and thus increase customer satisfaction.

Project Name/Location:	Snack and Beverage Vending Machines/Austin, TX
Company Name:	Apple
Company Address:	3121 Palm Way
Company State:	Austin, TX 78758

Owner's Representative	Vu Tran
Phone Number:	408-464-4375
Email Address:	vutran@apple.com
Service Period:	10+ Years

Original Contract Amount	$500,000+
Final Contract Amount	$750,000+

Contractor's key personnel, including but not limited to: Project Superintendent & Subcontractors:	Austin Piske, Regional Director of Operations Chris Khoury, Customer Service Manager Patrick O'Brien, Customer Service Manager
Address:	8801 Wall St, #840, Austin, TX 78754
Phone Number:	512-651-8282
Email Address:	austin.piske@compass-usa.com

Project 2:

Brief Project Description:
Canteen provides more than 100 vending machines (Snack and Beverage), 8 Avenue C micro-markets and various coffee service to thirteen campuses and administrative buildings throughout Austin. Canteen provides an assortment of beverages and snacks with an emphasis on non-carbonated beverages and at least a 20% mix of healthier for you (Choice Plus) products. Working closely with our client contact, Canteen has been able to flex our program as 40% of all classes are still online.

Project Name/Location:	Snack and Beverage Vending Machines/Austin, TX
Company Name:	Austin Community College District
Company Address:	6101 Highland Campus Drive
Company State:	Austin, TX 78752

Owner's Representative	Anthony A. Owens
Phone Number:	512-223-1127
Email Address:	aowens@austincc.edu
Service Period:	3+ Years

Original Contract Amount	$1,000,000+
Final Contract Amount	$1,500,000+

Contractor's key personnel, including but not limited to: Project Superintendent & Subcontractors:	Austin Piske, Regional Director of Operations Chris Khoury, Customer Service Manager Patrick O'Brien, Customer Service Manager
Address:	8801 Wall St, #840, Austin, TX 78754
Phone Number:	512-651-8282
Email Address:	austin.piske@compass-usa.com

Project 3:

Brief Project Description:
Canteen provides more than 125 Snack vending machines covering 75 building on UT Austin's campuses. Working with our client contact, Canteen finds the correct product mix based on price and commissions with an emphasis on Choice Plus healthier for you items. Canteen has been able to flex our program in various ways during the COVID interruptions.

Project Name/Location:	Snack and Beverage Vending Machines/Austin, TX
Company Name:	University of Texas at Austin
Company Address:	1710 Red River St.
Company State:	Austin, TX 78712

Owner's Representative	Jeff Woodruff
Phone Number:	512-471-7563
Email Address:	george.woodruff@austin.utexas.edu
Service Period:	10+ Years

Original Contract Amount	$500,000+
Final Contract Amount	$750,000+

Contractor's key personnel, including but not limited to: Project Superintendent & Subcontractors:	Austin Piske, Regional Director of Operations Chris Khoury, Customer Service Manager Patrick O'Brien, Customer Service Manager
Address:	8801 Wall St, #840, Austin, TX 78754
Phone Number:	512-651-8282
Email Address:	austin.piske@compass-usa.com

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CANCELED OR TERMINATED CONTRACTS: If Applicable, Respondents shall include a list of any contracts that have been canceled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution

SHOP LLC

Chris Meiske, Facilities Manager: chris.meiske@shoplc.com: 512-852-7089

Summary: Cancellation: Due to the massive growth of our organization coming out of the COVID-19 slowdown, Canteen was hampered by a disruptive supply chain for new equipment and a lack of parts for our existing equipment.

RESTORE HYPER WELLNESS

Mercado Savannah, Office Coordinator: smercado@restore.com

Summary: Cancellation: Due to the massive growth of our organization coming out of the COVID-19 slowdown, Canteen was hampered by a disruptive supply chain for new equipment and a lack of parts for our existing equipment.


energize
Cheetos
Doritos
Ruffles
Mini
Chips Ahoy!





E. Conflict of Interest Questionnaire

DocuSign Envelope ID: 20E34B8B-10D4-4D68-832E-C748A3182DC7

Pursuant to the Local Government Codes below, this form does not apply to Canteen

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.**

Compass Group USA, Inc. by and through its Canteen division

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.) N/A

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

N/A

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.**

N/A

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.**

N/A

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 DocuSigned by: Shawn Grider 4F4DDB44CA1C468...

Signature of vendor doing business with the governmental entity

12/8/2022

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.

CANTEEN WILL COMPLETE THE FOLLOWING UPON AWARD

Williamson County Sheriff's Office

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I, _____, do herby authorize a review and full disclosure of all records concerning myself to any authorized agent of the Williamson County Sheriff's Office whether the said records are public, private or confidential in nature.

The intent of this authorization is to give my consent to a full and complete disclosure of any records to include, but not limited o, full criminal history and driving records.

I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information: and I do hereby release said person(s) who may furnish such information.

_____ _____

FULL NAME **DATE OF BIRTH** **SIGNATURE** **DATE & TIME**

_____

ADDRESS

_____

CITY

_____ _____

STATE **ZIP** **WITNESS SIGNATURE**

_____ **Driver License Number / State of Issue**

_____ **Social Security Number**

_____ **AREA CODE/PHONE NUMBER**

Company working for: _____ Project: _____

Please email the completed form with a copy of the named person's drivers license to: Chris.Watts@wilco.org. Also Please call (512) 943-1407 and leave a message advising the form has been sent.

Note: Lower Level Background / Warrant Check Requested


INSERT BILL







F. Proposal

Since 1929, Canteen has provided unattended retail and foodservice with a commitment to service, leadership, people, innovation, quality and wellness. Just as we do at more than 60,000 U.S. locations, from small shops to Fortune 500 companies, we provide food, service and experience backed by industry-leading technology to give your team and guests what they are craving.

Product Pricing

Based on our discussions, the information you provided us and our analysis of your needs, we have developed the following pricing plan. Canteen will operate vended refreshment services at your facility under a profit-and-loss scenario. We will vend all products at mutually agreed upon price levels.

COMMISSIONS (NET)	10% *OPTION 1*	17.50% *OPTION 2*	23.5% *OPTION 3*
Candy			
Candy - Chocolate	$2.00	$2.25	$2.50
Candy - Not Chocolate	$2.00	$2.25	$2.50
Snacks			
Chips	$1.35	$1.50	$1.75
Crackers	$1.00	$1.25	$1.50
Meat Snacks	$2.00	$2.25	$2.50
Small/Sleeve Cookies	$1.25 - $1.50	$1.50 - $1.75	$2.00 - $2.25
Energy/Nutrition/Protein	$2.25	$2.50	$2.75
Gum and Mints	$1.25	$1.50	$1.75
Beverages			
Carbonated 20 oz	$2.25	$2.50	$2.75
Coffee - RTD	$3.50	$3.75	$4.00
Energy Drinks	$3.50	$3.75	$4.00
Isotonic/Hydration Drinks	$2.25	$2.50	$2.75
Juice - Fruit	$2.25	$2.50	$2.75
Tea - RTD	$2.25	$2.50	$2.75
Water	$2.00	$2.25	$2.50
Other Sales			
Pastry/Large Cookies	$1.50 - $1.75	$1.75 - $2.00	$2.00 - $2.25

*Prices are discounted $.10 for paying cash

SAMPLE PLANOGRAMS

Beverages- Generic 9 wide

Account: Williamson County Option #1

Machine ID | ***Sample***

	Monster # 34	Monster # 34	Red Bull # 5504	Red Bull # 5504	Bang Mango #66189	Bang Mango #66189	Trpican	Tropica na Juice	Pure Leaf Sweet #17627
	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Tea
Price	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	101	102	103	104	105	106	107	108	109
	Smartw ater #501	Powera de FP #92	Powera de FP #92	Doritos Apple #660	Doritos Mandar in #66	Dbl Shot Van	Dbl Shot Van #6	Dbl Shot Moch #6	Dbl Shot Moch #6
	Water	Hydra	Hydra	Bcarb	Bcarb	Coffee	Coffee	Coffee	Coffee
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 3.50	$ 3.50	$ 3.50	$ 3.50
Capacity	8	8	8	8	8	8	8	8	8
Column ID	201	202	203	204	205	206	207	208	209
	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Diet Coke # 5204	Diet Coke # 5204	Coke Zero # 5196	Coke Zero # 5196
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	DBCarb	DBCarb	DBCarb	DBCarb
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	301	302	303	304	305	306	307	308	309
	Dr Pepper #51	Dr Pepper #51	Dr Pepper #51	Sprite # 5246	Sprite # 5246	Dasani #4970	Aquafin a #4930	Right Water #73201	Big Red # 8175
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	Water	Water	Water	Bcarb
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.00	$ 2.00	$ 2.00	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	401	402	403	404	405	406	407	408	409
	Bubly Sberry #816	Pepsi # 5239	Dt Pepsi # 520	Mtn Dew # 523	Mtn Dew # 5234	Dt Mtn Dew # 5207	Gtrade Cool Blue # 4999	Gtrade Zero # 73811	Big Red # 8175
	Bcarb	Bcarb	DBCarb	Bcarb	Bcarb	DBCarb	Hydra	Hydra	Bcarb
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	501	502	503	504	505	506	507	508	509

4

SNACK PLANOGRAM PRICING OPTION #1

	1	2	3	4	5	Healthy
	Cheetos Crunchy 2oz SKU 2636	Doritos Nacho Cheese 1.75oz SKU 2707	Ruffles CSC 1.5oz SKU 3073	Funyuns 1.25oz SKU 5430	Smtfd Wht Chdr Popcorn 1oz SKU 3098	Dot's 74789
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Cheetos Flamin' Hot SKU 7282	Lay's Regular 1.5oz SKU 2881	Fritos Chili Cheese 2.0oz SKU 2733	Ruffles Queso SKU 134476	Smtfd White Cheddar Popcorn 1.0oz SKU3098	Sunchip Garden Salsa 1.5oz SKU 3121
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Sabritas Turbo's 10090	Lay's Kettle Jalapeno 1.375oz SKU 7292	Chester's Flamin' Hot Fries 1.75oz SKU 10230	Gardettos 1.75oz SKU 2751	Veggie Wheat Thins 1.75oz SKU 2987	Baked Cheetos Fl Hot 1.5oz SKU 7614
Price	$1.35	$1.35	$1.35	$1.50 #	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Col ID						
	Grandmas Vanilla Crème3.71oz SKU 5528	Famous Amos ChocChip 3.0oz SKU 2722	Cheez-Its 2oz SKU 2639	Oreo Mini Bites 3.02oz SKU 3018	Zoo Animal Crackers 2.0oz SKU 5557	Kellogg's Fruit Snacks SKU 509
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$1.50
Cap/Fill	9	9	9	9	9	15
Col ID						

	Reese PB Cups	Kit Kat Bar	Crunch Bar 1.55oz SKU 1076	Snickers 1.86oz SKU 68310	Twix 1.79oz SKU 68311	M&M Peanut 1.74oz SKU 68306	Sour Patch Kids 2.0oz SKU 5272	3 Musketeers 1.92oz SKU 19530	Skittles Original 2.17oz SKU 68323	Planter Peanuts 2.0oz SKU 3038	Muchies Chz Pnut But SKU 10363	Tillamook Beef Stack SKU87141
Price	$2.00 2	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$1.00	$1.00	$2.00
Cap/Fill	15	15	15	15	15	15	15	15	15	15	15	15
Col ID												

	Little Debbie Oatmeal Pie SKU 16879	Pringles SCO SKU 20572	Cloverhill Big Tex Cinnamon Roll 4.0oz SKU2683	Fieldstone Bun 4oz SKU 78035	Rice Krispy Treats 2.13oz SKU 10335	JL Teriy Beef Nuggets 1 oz SKU 9485
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$2.00
Cap/Fill	12	6	12	12	12	15
Col ID						
Non Crane Mach						
	Lifesavers PepOMint SKU 6821	Wrigley Juicy Fruit 6 ct SKU 5551	Wrigley Doublemint 6 ct SKU 3183	Wrigley Big Red 6 ct SKU 1126	Extra Spearmint 14ct SKU 1086	Extra Peppermint 14 Ct SKU 1083
Price	$1.25	$1.25	$1.25	$1.25	$1.25	$1.25
Cap/Fill						
Col ID						

Beverages- Generic 9 wide

Account: Williamson County Option #2

Machine ID | **Sample**

	Monster # 34	Monster # 34	Red Bull # 5504	Red Bull # 5504	Bang Mango #66189	Bang Mango #66189	Trpican	Tropica na Juice	Pure Leaf Sweet #17627
	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Tea
Price	$ 3.75	$ 3.75	$ 3.75	$ 3.75	$ 3.75	$ 3.75	$ 2.50	$ 2.50	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	101	102	103	104	105	106	107	108	109
	Smartw ater #501	Powera de FP #92F	Powera de FP #92F	Doritos Apple #660	Cttos Mandar in #66	Dbl Shot Van	Bucks Dbl Shot Van #6	Sbcks Dbl Shot Moch #6	Bucks Dbl Shot Moch #6
	Water	Hydra	Hydra	Bcarb	Bcarb	Coffee	Coffee	Coffee	Coffee
Min Price	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 3.75	$ 3.75	$ 3.75	$ 3.50
Capacity	8	8	8	8	8	8	8	8	8
Column ID	201	202	203	204	205	206	207	208	209
	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Diet Coke # 5204	Diet Coke # 5204	Coke Zero # 5196	Coke Zero # 5196
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	DBCarb	DBCarb	DBCarb	DBCarb
Min Price	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	301	302	303	304	305	306	307	308	309
	Dr Pepper #51	Dr Pepper #51	Dr Pepper #51	Sprite # 5246	Sprite # 5246	Dasani #4970	Aquafin a #4930	Right Water #73201	Big Red # 8175
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	Water	Water	Water	Bcarb
Min Price	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.25	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	401	402	403	404	405	406	407	408	409
	Bubly Sberry #816	Pepsi # 5239	Dt Pepsi # 520	Mtn Dew # 523	Mtn Dew # 5234	Dt Mtn Dew # 5207	Gtrade Cool Blue # 4999	Gtrade Zero # 73811	Big Red # 8175
	Bcarb	Bcarb	DBCarb	Bcarb	Bcarb	DBCarb	Hydra	Hydra	Bcarb
Min Price	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	501	502	503	504	505	506	507	508	509

4

SNACK PLANOGRAM PRICING OPTION #2

	1	2	3	4	5	Healthy
	Cheetos Crunchy 2oz SKU 2636	Doritos Nacho Cheese 1.75oz SKU 2707	Ruffles CSC 1.5oz SKU 3073	Funyuns 1.25oz SKU 5430	Smtfd Wht Chdr Popcorn 1oz SKU 3098	Dot's 74789
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$1.50
Cap/Fill	9	9	9	9	9	9
Column ID						
	Cheetos Flamin' Hot SKU 7282	Lay's Regular 1.5oz SKU 2881	Fritos Chili Cheese 2.0oz SKU 2733	Ruffles Queso SKU 134476	Smtfd White Cheddar Popcorn 1.0oz SKU3098	Sunchip Garden Salsa 1.5oz SKU 3121
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$1.50
Cap/Fill	9	9	9	9	9	9
Column ID						
	Sabritas Turbo's 10090	Lay's Kettle Jalapeno 1.375oz SKU 7292	Chester's Flamin' Hot Fries 1.75oz SKU 10230	Gardettos 1.75oz SKU 2751	Veggie Wheat Thins 1.75oz SKU 2987	Baked Cheetos Fl Hot 1.5oz SKU 7614
Price	$1.50	$1.50	$1.50	$1.75 #	$1.50	$1.50
Cap/Fill	9	9	9	9	9	9
Col ID						
	Grandmas Vanilla Crème3.71oz SKU 5528	Famous Amos ChocChip 3.0oz SKU 2722	Cheez-Its 2oz SKU 2639	Oreo Mini Bites 3.02oz SKU 3018	Zoo Animal Crackers 2.0oz SKU 5557	Kellogg's Fruit Snacks SKU 509
Price	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75
Cap/Fill	9	9	9	9	9	15
Col ID						
	Reese PB Cups 2	Kit Kat Bar	Crunch Bar 1.55oz SKU 1076	Snickers 1.86oz SKU 68310	Twix 1.79oz SKU 68311	M&M Peanut 1.74oz SKU 68306	Sour Patch Kids 2.0oz SKU 5272	3 Musketeers 1.92oz SKU 19530	Skittles Original 2.17oz SKU 68323	Planter Peanuts 2.0oz SKU 3038	Muchies Chz Pnut But SKU 10363	Tillamook Beef Stack SKU87141
Price	$2.25	$2.25	$2.25	$2.25	$2.25	$2.25	$2.25	$2.25	$2.25	$1.25	$1.25	$2.25
Cap/Fill	15	15	15	15	15	15	15	15	15	15	15	15
Col ID												
	Little Debbie Oatmeal Pie SKU 16879	Pringles SCO SKU 20572	Cloverhill Big Tex Cinnamon Roll 4.0oz SKU2683	Fieldstone Bun 4oz SKU 78035	Rice Krispy Treats 2.13oz SKU 10335	JL Teriy Beef Nuggets 1 oz SKU 9485
Price	$1.75	$1.75	$1.75	$1.75	$1.75	$2.25
Cap/Fill	12	6	12	12	12	15
Col ID						
Non Crane Mach						
	Lifesavers PepOMint SKU 6821	Wrigley Juicy Fruit 6 ct SKU 5551	Wrigley Doublemint 6 ct SKU 3183	Wrigley Big Red 6 ct SKU 1126	Extra Spearmint 14ct SKU 1086	Extra Peppermint 14 Ct SKU 1083
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$1.50
Cap/Fill						
Col ID						

Beverages- Generic 9 wide

Account: Williamson County Option #3

Machine ID | **Sample**

	Monster # 34	Monster # 34	Red Bull # 5504	Red Bull # 5504	Bang Mango #66189	Bang Mango #66189	Trpican	Tropica na Juice	Pure Leaf Sweet #17627
	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Tea
Price	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 4.00	$ 2.75	$ 2.75	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	101	102	103	104	105	106	107	108	109
	Smartw ater #501	Powera de FP #92	Powera de FP #92	Doritos Apple #660	Doritos Mandar in #66	Dbl Shot Van	Dbl Shot Van #6	Dbl Shot Moch #6	Dbl Shot Moch #6
	Water	Hydra	Hydra	Bcarb	Bcarb	Coffee	Coffee	Coffee	Coffee
Min Price	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 4.00	$ 4.00	$ 4.00	$ 3.50
Capacity	8	8	8	8	8	8	8	8	8
Column ID	201	202	203	204	205	206	207	208	209
	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Diet Coke # 5204	Diet Coke # 5204	Coke Zero # 5196	Coke Zero # 5196
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	DBCarb	DBCarb	DBCarb	DBCarb
Min Price	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	301	302	303	304	305	306	307	308	309
	Dr Pepper #51	Dr Pepper #51	Dr Pepper #51	Sprite # 5246	Sprite # 5246	Dasani #4970	Aquafin a #4930	Right Water #73201	Big Red # 8175
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	Water	Water	Water	Bcarb
Min Price	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.50	$ 2.50	$ 2.50	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	401	402	403	404	405	406	407	408	409
	Bubly Sberry #816	Pepsi # 5239	Dt Pepsi # 520	Mtn Dew # 523	Mtn Dew # 5234	Dt Mtn Dew # 5207	Gtrade Cool Blue # 4999	Gtrade Zero # 73811	Big Red # 8175
	Bcarb	Bcarb	DBCarb	Bcarb	Bcarb	DBCarb	Hydra	Hydra	Bcarb
Min Price	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.75	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	501	502	503	504	505	506	507	508	509

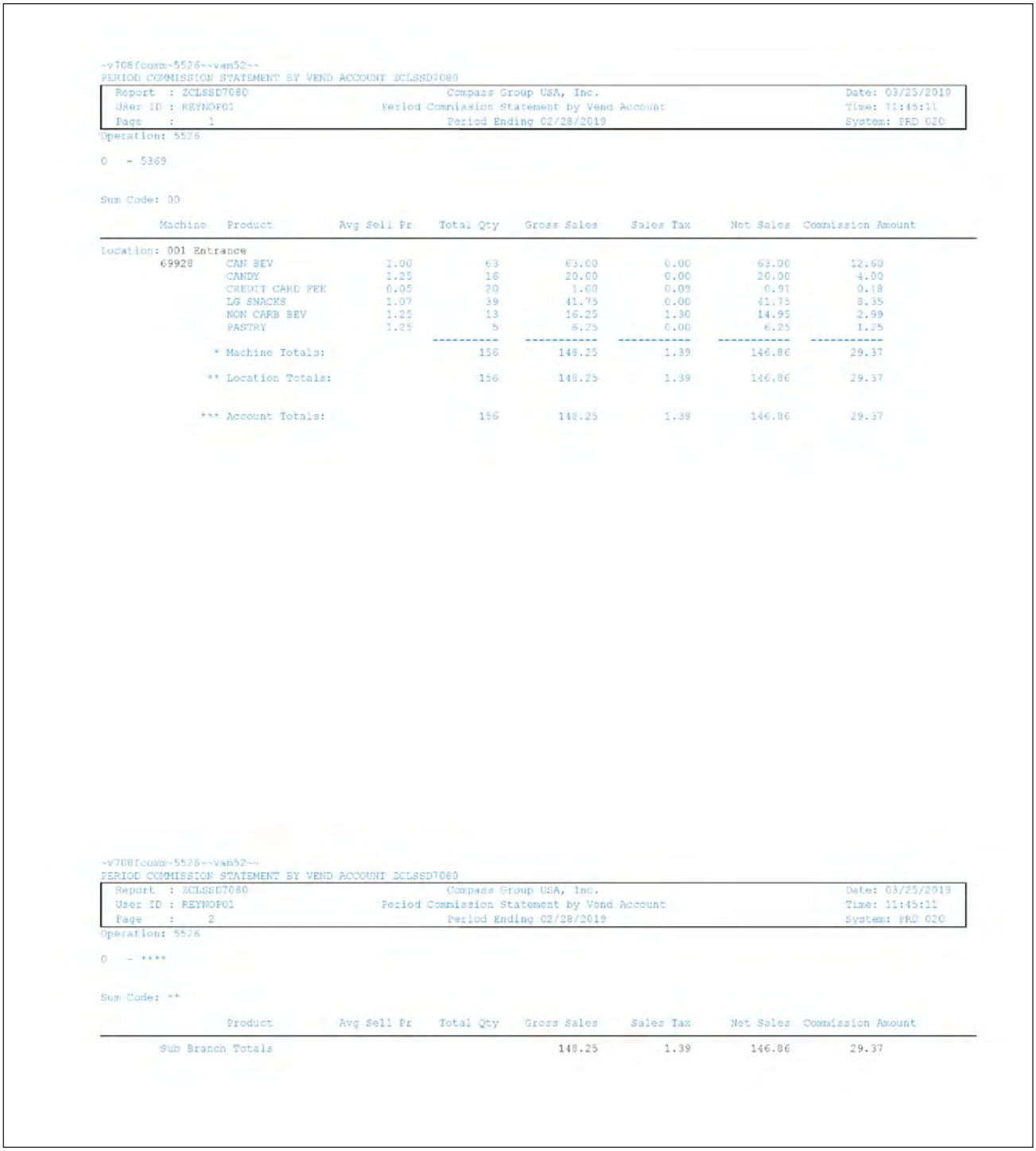
4

SNACK PLANOGRAM PRICING OPTION #3

	1	2	3	4	5	Healthy
	Cheetos Crunchy 2oz SKU 2636	Doritos Nacho Cheese 1.75oz SKU 2707	Ruffles CSC 1.5oz SKU 3073	Funyuns 1.25oz SKU 5430	Smtfd Wht Chdr Popcorn 1oz SKU 3098	Dot's 74789
Price	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75
Cap/Fill	9	9	9	9	9	9
Column ID						
	Cheetos Flamin' Hot SKU 7282	Lay's Regular 1.5oz SKU 2881	Fritos Chili Cheese 2.0oz SKU 2733	Ruffles Queso SKU 134476	Smtfd White Cheddar Popcorn 1.0oz SKU3098	Sunchip Garden Salsa 1.5oz SKU 3121
Price	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75
Cap/Fill	9	9	9	9	9	9
Column ID						
	Sabritas Turbo's 10090	Lay's Kettle Jalapeno 1.375oz SKU 7292	Chester's Flamin' Hot Fries 1.75oz SKU 10230	Gardettos 1.75oz SKU 2751	Veggie Wheat Thins 1.75oz SKU 2987	Baked Cheetos Fl Hot 1.5oz SKU 7614
Price	$1.75	$1.75	$1.75	$2.00 #	$1.75	$1.75
Cap/Fill	9	9	9	9	9	9
Col ID						
	Grandmas Vanilla Crème3.71oz SKU 5528	Famous Amos ChocChip 3.0oz SKU 2722	Cheez-Its 2oz SKU 2639	Oreo Mini Bites 3.02oz SKU 3018	Zoo Animal Crackers 2.0oz SKU 5557	Kellogg's Fruit Snacks SKU 509
Price	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
Cap/Fill	9	9	9	9	9	15
Col ID						
	Reese PB Cups / Kit Kat Bar	Crunch Bar 1.55oz SKU 1076 / Snickers 1.86oz SKU 68310	Twix 1.79oz SKU 68311 / M&M Peanut 1.74oz SKU 68306	Sour Patch Kids 2.0oz SKU 5272 / 3 Musketeers 1.92oz SKU 19530	Skittles Original 2.17oz SKU 68323 / Planter Peanuts 2.0oz SKU 3038	Muchies Chz Pnut But SKU 10363 / Tillamook Beef Stack SKU87141
Price	$2.50 2 $2.50	$2.50 $2.50	$2.50 $2.50	$2.50 $2.50	$2.50 $1.50	$1.50 $2.50
Cap/Fill	15 15	15 15	15 15	15 15	15 15	15 15
Col ID						
	Little Debbie Oatmeal Pie SKU 16879	Pringles SCO SKU 20572	Cloverhill Big Tex Cinnamon Roll 4.0oz SKU2683	Fieldstone Bun 4oz SKU 78035	Rice Krispy Treats 2.13oz SKU 10335	JL Teriy Beef Nuggets 1 oz SKU 9485
Price	$2.00	$2.00	$2.00	$2.00	$2.00	$2.50
Cap/Fill	12	6	12	12	12	15
Col ID						
Non Crane Mach						
	Lifesavers PepOMint SKU 6821	Wrigley Juicy Fruit 6 ct SKU 5551	Wrigley Doublemint 6 ct SKU 3183	Wrigley Big Red 6 ct SKU 1126	Extra Spearmint 14ct SKU 1086	Extra Peppermint 14 Ct SKU 1083
Price	$1.75	$1.75	$1.75	$1.75	$1.75	$1.75
Cap/Fill						
Col ID						

Commission Statement

In most instances, sales increase because of several factors: the introduction of new product lines, a variety of beverages, large-size snack options and greater convenience and dependability. You can expect your return will also increase proportionately. At the close of each accounting period, Canteen will submit to you a computerized report indicating the sales generated from the service operation. Included with the report will be a commission check calculated on a percentage of those sales.



~v708fcomm~5526~~vam52~~
PERIOD COMMISSION STATEMENT BY VEND ACCOUNT ZCLSSD7080

Report : ZCLSSD7080	Compass Group USA, Inc.	Date: 03/25/2019
User ID : REYNOP01	Period Commission Statement by Vend Account	Time: 11:45:11
Page : 1	Period Ending 02/28/2019	System: PRD 020

Operation: 5526

0 - 5369

Sum Code: 00

Machine	Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Location: 001 Entrance							
69928	CAN BEV	1.00	63	63.00	0.00	63.00	12.60
	CANDY	1.25	16	20.00	0.00	20.00	4.00
	CREDIT CARD FEE	0.05	20	1.00	0.09	0.91	0.18
	LG SNACKS	1.07	39	41.75	0.00	41.75	8.35
	NON CARB BEV	1.25	13	16.25	1.30	14.95	2.99
	PASTRY	1.25	5	6.25	0.00	6.25	1.25
	* Machine Totals:		156	148.25	1.39	146.86	29.37
	** Location Totals:		156	148.25	1.39	146.86	29.37
	*** Account Totals:		156	148.25	1.39	146.86	29.37

~v708fcomm~5526~~vam52~~
PERIOD COMMISSION STATEMENT BY VEND ACCOUNT ZCLSSD7080

Report : ZCLSSD7080	Compass Group USA, Inc.	Date: 03/25/2019
User ID : REYNOP01	Period Commission Statement by Vend Account	Time: 11:45:11
Page : 2	Period Ending 02/28/2019	System: PRD 020

Operation: 5526

0 - ****

Sum Code: **

Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Sub Branch Totals			148.25	1.39	146.86	29.37

Licenses, Permits and Insurance

All licenses and permits required for your services will be provided by Canteen. All necessary insurance coverage is carried by Canteen.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102832071-Compa-UMB10-22- COMPA COMPA 41594	**CONTACT NAME:** Randi K. Nowell, CPCU, ARM **PHONE (A/C, No, Ext):** 404-995-3102 **FAX (A/C, No):** **E-MAIL ADDRESS:** Compasscerts@Marsh.com
INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co. of Pittsburgh PA — 19445 **INSURER B :** AIU Insurance Co — 19399 **INSURER C :** ACE Property And Casualty Ins Co — 20699 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005034758-28 **REVISION NUMBER:** 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR X SIR: $1,000,000 X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			GL 6547187	09/30/2022	09/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ $ 1,000,000 $ 10,000,000 $ 5,000,000
A A A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA 7030998 (AOS) CA 7031001 (VA) CA 7030999 (MA) CA7031003 (Garage Liability) Self Insured for Physical Damage	09/30/2022 09/30/2022 09/30/2022 09/30/2022	09/30/2023 09/30/2023 09/30/2023 09/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X **UMBRELLA LIAB** / X OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / X RETENTION $ 0			XOO G27738631 008	09/30/2022	09/30/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 035901901 (AOS) WC 035901902 (CA) See Acord 101	09/30/2022 09/30/2022	09/30/2023 09/30/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Liquor Liability			GL6547185 SIR: $1,000,000	09/30/2022	09/30/2023	Each Common Cause Aggregate	1,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Marsh USA Inc.

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

AGENCY CUSTOMER ID: CN102832071
LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA, INC.		Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Workers Compensation Policy #WC 035901901 (AOS POLICY) Covers ALL States except: CA, WI and OH

Carrier: New Hampshire Insurance Company
Policy Number: WC 035901903
Effective Date: 09/30/2022
Expiration Date: 09/30/2023
Policy Covers States of: WI
Stop Gap Coverage: ND, OH, WA, WY.
Limit:
E.L. Each Accident: $2,000,000
E.L. Disease-Policy: $2,000,000
E.L. Disease Each Employee: $2,000,000

Workers Compensation Continued:
Carrier: National Union Fire Ins. Co. of PA
Policy Number: XW 1647353
Effective Date: 09/30/2022
Expiration Date: 09/30/2023
Policy Covers States of: OH (Excess WC)
Limit:
E.L. Each Accident: $2,000,000
E.L. Disease-Policy: $2,000,000
E.L. Disease Each Employee: $2,000,000

ADDITIONAL INFORMATION

Umbrella is follow form of primary Commercial General Liability, Automobile Liability, Liquor Liability and Employers Liability policies subject to policy terms, conditions and exclusions

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Cheetos
Doritos
NACHO CHEESE
Fritos
ORIGINAL
Smartfood
Doritos
Ruffles
Protein
JACK LINK'S
PREMIUM CUTS
ORIGINAL
WIN!
KETTLE COOKED
& LESS FAT
POTATO SKINS
Mini
Chips Ahoy!
canteen



Letter of Intent

Date: _____

Randy Stetson
Regional Sales Director
Canteen
8801 Wall Street, Suite 840
Austin, TX 78754

Dear Randy,

Please accept this letter as our official notification to you of our acceptance of Canteen's proposal for micromarkets and vending services for Williamson County.

We will expect your firm to be fully operational in our facilities beginning on _____ .

_____
Company

_____
Name

_____
Title

_____
Signature

Let Us Know How We Can Serve You

www.canteen.com



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canteen

AGREEMENT FOR VENDING SERVICES

This Vending Services Agreement ("Agreement") is entered into by Williamson County, Texas, a political subdivision of the State of Texas ("County") and Compass Group USA, Inc., by and through its Canteen Division ("Contractor"), with its principal place of business located at 2400 Yorkmont Road, Charlotte, North Carolina, both of which are referred to herein as the parties.

WITNESSETH

WHEREAS, the County owns and/or operates various buildings, grounds and real property;

WHEREAS, the County requested proposals from vending firms that were trained, experienced and qualified in providing and servicing snack and beverage vending machines;

WHEREAS, on December 14, 2022, Contractor responded to County's request for proposals and the County determined that, after review of all proposals received, Contractor's proposal to provide vending machines, vending products and related services at County's facilities was in the best interest of the County;

THEREFORE, in consideration of the mutual benefits to be derived hereby, the County and the Contractor do hereby agree as follows:

I. TERM AND RENEWAL

A. Contract Documents

In addition to this Agreement, the contract between the County and Contractor shall include Williamson County Request for Proposal 23RFP9 and Contractor's Proposal (to the extend it meets or exceeds the requirements of Williamson County's Request for Proposal 23RFP9). In the event of any conflict between these documents, the conflict shall be resolved using the order of precedence: (1) this Agreement; (2) Williamson County Request for Proposal 23RFP9; and (3) Contractor's Proposal.

B. Initial Term of Agreement

This Agreement shall commence on the date of the last party's execution hereof, and shall terminate on September 30, 2024, unless it is renewed as set forth herein.

C. Renewal of Agreement

At the end of the initial term of this Agreement, the parties, upon mutual agreement, shall have the option to renew this Agreement in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months.

Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contractor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Agreement for an additional twelve (12) month term.

II. SCOPE OF SERVICE

A. Services to be Provided

The Contractor shall be responsible for all vending machine installations, maintenance, operation and service of snack and beverage vending machines and related vending products for the County's properties and locations listed on Attachment 1 ("Sites"). The Contractor will be responsible for keeping its machines filled with the products identified on the Master Vending List, which is attached hereto as Attachment 2. The County reserves the right to reasonably add or delete Sites where vending machines are operated, on an as-needed basis. Each Site serviced by the Contractor shall be adequately supplied with the type and number of machines necessary to service the vending needs of the County at each Site. The type and number of machines at a specific Site will be dependent upon such factors as requests of the County, available space, available utility outlets, and sales.

B. Contractor's Responsibilities

1. Equipment to be Provided

The Contractor shall install, at no cost to the County, vending equipment at the Sites listed on Attachment 1. A list of all equipment installed at these Sites, including the name, type, serial number, counter or meter reading at time of installation and location of each piece of equipment, shall be provided to the County's Contract Manager upon execution of this Agreement. All vending machines shall be new or in a like new condition and meet Energy Star certification requirements. In the absence of Energy Star designation, the Contractor may propose, with supporting documentation, alternative energy conservation measures to minimize energy consumption and cost associated with vending services. All vending machines provided shall comply with all federal, state or local safety and health regulations. All vending machines provided shall be equipped

with coin mechanism, validators that automatically validate and recognize paper currency, and credit/debit card technology.

Either the County or the Contractor may initiate a written request for addition or deletion of vending equipment; provided, however, prior to the Contractor deleting any installed vending equipment (a vending machine), Contractor must first provide, in writing, sales data to the County Contract Manager which evidences that the vending equipment is underperforming in relation to other vending equipment that is located at other Sites. With County Contract Manager authorization, the Contractor may then change the existing mix of products provided in the machine and/or prices for at least a thirty (30) day period in order to determine if sales improve to mutually agreeable and acceptable levels. The change in product mix would be performed based on feedback from the County's Contract Manager and the County's employees that use the machine in question. If sales do not improve to mutually agreeable and acceptable levels during the said thirty (30) day period, then the Contractor may ask for re-authorization, in writing, to either change the product mix for an additional thirty (30) day period, or contact the County's Contract Manager, in writing, providing supporting sales data including the most recent data, and request final removal of the vending machine from its then current location. If after the second thirty (30) day period sales have not improved to mutually agreeable and acceptable levels, the Contractor can, in writing, request final removal of the vending machine from its then current location.

The total number of machines allocated to each Site must be installed no later than thirty (30) days after the complete execution of this Agreement. If the County deems it necessary to delete or add additional machines after the initial installation, the County will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days to comply from date of the notification. Any additional machines shall be provided on the same terms and conditions as contained in this Agreement.

2. *Products to be Provided*

The approved list of products to be dispensed in the vending machines can be found on Attachment 2, Master Vending List. The Contractor shall submit a list of proposed prices for the various products yearly. Pricing shall remain firm for the first two (2) years of the Agreement unless the Contractor can evidence a CPI-W increase of more than 10% over the first year. Any proposed pricing changes shall be presented to the Contracts Administrator or designee for review and approval at least sixty (60) days prior to the proposed increase. Price increases are not automatic and shall be submitted to Contracts Administrator or designed for review and approval. Price increase must be justified by documentation supporting operational cost increases. In no event shall any increase exceed three (3) percent, though exception shall be given for certain products if the Contactor can justify a substantial cost increase in production. Williamson County reserves the right to decline any price changes that do not include sufficient justification for the

price increase. Price increases will only be requested by August 1st of each contact year after the initial two-year period. Approved increases are to become effective not less than 60 calendar days after notification. Decreases will be effective not more than ten (10) days after notification.

Contractor shall sell only those products listed on the Master Vending List or approved substitute products in vending machines placed at each Site. The County shall have the exclusive right to add or to delete any product to be dispensed in the vending machines based on volume of sales or other factors, without a formal amendment. If the County deems it necessary to add or to delete products after the initial installation, the County will notify the Contractor in writing. By execution of this Agreement, the Contractor agrees to such additions/deletions and shall have thirty (30) days from the date of the notification to comply. Any additions shall be provided on the same terms and conditions as contained in this executed Agreement.

Any request by Contractor to provide alternate or substituted products shall be submitted in writing and must be approved in writing by the County. Substitute products must be of the same quality and must be packaged in the same manner (proportion size, volume and/or weight, as applicable) as the product sought to be substituted. The County reserves the right to reject any request for substitution if, in the County's sole discretion, the substituted product is not of the same quality or packaging (proportion, weight, volume, etc.) as the product sought to be substituted. Requests for alternate or substituted products shall be granted or denied within ten (10) days of receipt of written request.

Contractor shall ensure that no out of date products remain in the vending machines and Contractor shall be responsible for the disposal of expired products in accordance with federal, state and local health standards.

3. *Services to be Provided*

The Contractor shall:

a. Collect all money from each machine and record ending meter reading for an accurate accounting of sales and collections for each machine;
b. Submit timely Monthly Sales Reports as required under Section II., 5., Reporting;
c. Provide all maintenance and repairs to the machines at no cost to the County, as specified in Section II., 4., Operational Requirements;
d. Return a minimum of once-per-week to each facility, on a regularly scheduled day as determined by the County, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines; provided, however, Contractor may adjust the time that it returns to certain Sites if it becomes unnecessary to replenish vending stock and vending supplies once-per-week due to lower sales volumes at such Sites;

e. Be responsible for the electrical connections for all vending machines;
f. Respond to any request by the County or facility for supplies, service or assistance within 24 hours of initial request; and
g. Provide the County with an office telephone number and cell number for at least two (2) individuals who can be reached twenty-four (24) hours per day, seven (7) days per week regarding equipment or services to be provided.

4. *Operational Requirements*

a. The Contractor shall be required to have all machines installed and fully operational at Sites, within thirty (30) days of Agreement execution.
b. The Contractor shall repair any non-functioning machine to full operating capacity within five (5) days of notice or replace said machine within the same time period.
c. The Master Vending List (Attachment 2) establishes the proposed price list for all approved products.

5. *Reporting*

A Monthly Sales Report shall be submitted on a monthly basis to the County's Contract Manager no later than the tenth (10th) day of the previous month following the month reported. This report shall include the following:

a. A list of gross sales of each vending machine by product name, product type and Site;
b. Total gross sales for all Sites;
c. Copy of the restocking reports by machine or by each institution;
d. Commission payable to the County.

6. *Refunds*

The Contractor will be responsible for processing all refunds. The Contractor shall post notices in clearly visible locations informing patrons how to request refunds. The Contractor is responsible for making refunds of monies lost due to malfunctions of vending machines within 10 business days after receiving the refund request. The Contractor shall provide a report to the Contract Manager or designee of all status of complaints it has received and its actions to resolve such complaints.

7. *Equipment Ownership*

The Contractor is acknowledged to be the owner of all machines, equipment and/or merchandise which may be brought upon the County's property by the Contractor, and nothing in this agreement will give the County any interest, outside of the interest stated in this Agreement, in such machines, equipment or merchandise. The Contractor shall bear the full cost of any damage or loss in connection with a

vending machine or any associated equipment, and the County shall not bear any cost of such damage or loss.

C. Contractor Staff Conduct for Facility Access

1. The Contractor or designee shall make prior arrangements with the County regarding access to the Sites for the purposes of delivering equipment, providing services or providing maintenance of equipment.

   The Contractor's staff on-site shall adhere to the standards of conduct prescribed in any County personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the County.

In addition, the Contractor shall ensure that all staff adhere to the following requirements:

   a. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the County. In providing services pursuant to this Agreement, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
   b. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the County's Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Agreement.
   c. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the County's Contract Manager or their designee within twenty-four (24) hours, of the Contractor's knowledge of the incident.

2. *Staff Background/Criminal Record Checks*

   a. The Contractor's staff assigned to this project may, at County's option, be subject to a background/criminal records check. This background check may be conducted by the County and may occur or re-occur at any time during the Agreement period. In order to carry out this background check, upon request, the Contractor shall provide the County with the following data for any individual Contractor or subcontractor's staff assigned to provide services under this Agreement: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The County may review the submitted proposed employee information and make a determination within five (5) business days. If requested, the Contractor shall also submit to

fingerprinting for submission by the County to the Federal Bureau of Investigation (FBI) for all temporarily approved new hires.

b. No person who has been barred from any County work release center or other facility shall provide services under this Agreement.
c. The County has full discretion to require the Contractor to reasonably disqualify, prevent, or remove any staff from any work under this Agreement. The County is under no obligation to inform the Contractor of background check findings or criteria for disqualifications or removal.
d. The Contractor shall not employ any individual under this Agreement who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contactor's agency that are independent of the service to be provided under this Agreement. The objective of this provision is to ensure that no employee of the Contactor, under any such legal constraints, has contact with or access to any records of the County.
e. The Contractor shall immediately report to the County of any new arrest, criminal charges or convictions and any active felony or misdemeanor supervision of any current employee performing services under this Agreement.
f. The Contractor shall screen all prospective employees through referral and employment checks. The Contractor shall require that all prospective employees provide the details of any of the following criminal background information:

    1. Conviction for a felony or Class A misdemeanor.
    2. Plea of nolo contendere or plea of guilty to a crime that is a felony or Class A misdemeanor.
    3. An adjudication of guilt withheld to a crime that is a felony or Class A misdemeanor.
    4. Current pending charges for a for a felony or Class A misdemeanor.

g. Note that a felony or Class A misdemeanor conviction, a plea of guilty or nolo contendere to a felony or Class A misdemeanor crime, or adjudication of guilt withheld to a felony or Class A misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the County reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the County within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the penalty is a fine only and no jail time can be assessed) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the County.

3. *Facility and Staff Security*

a. The Contractor employees shall display a current picture identification of the employee and be prepared to provide the County, upon request, with his/her Driver's License or State of Texas ID card.
b. Upon entering and leaving Sites, Contractor employees may be required to sign in and out at a receptionist desk or with authorized personnel.
c. The Contractor shall ensure that staff wears attire suitable for the position, either a standard uniform or business casual dress.
d. Contractor staff shall be subject to searches of their person or searches of equipment and/or products at any time when entering any County detention or jail facility.
e. The Contractor's staff shall be subject to the requirements of Section II., C., of this Agreement and may be denied access to the facility by the County.

D. County's Responsibilities

The County will:

1. Provide all electricity used for the operation of the vending machines;
2. At its sole option and discretion, conduct background checks on Contractor employees who are responsible for carrying out the services under this Agreement;
3. Grant the Contractor or designee access to the County's Sites, subject to any safety concerns or issues, between the hours of 8:00 a.m. and 5:00 p.m. for the purposes of providing service, equipment or maintenance. The Contractor may be granted access to a facility at times other than 8:00 a.m. to 5:00 p.m. to complete these services only if approved by the County in advance;
4. Promptly report malfunctioning equipment; and
5. Assume no liability for damage to equipment or loss of inventory or funds and shall not be liable for same.

E. Monitoring and Evaluation

The County's Contract Manager or designated County staff will perform monitoring during the term of this Agreement, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery including but not limited to, review of the specific Agreement requirements such as:

1. Reporting Submission
2. Operations performance
3. Equipment performance
4. Equipment maintenance

If issues of non-compliance are identified during County's monitoring, the County may provide a written report to the Contractor following the monitoring visit. When

issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the County's Contract Manager within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) days of the original monitoring visit at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days of receipt of a written monitoring report notating the deficiencies may result in County's determination of breach of contract and termination of this Agreement.

The County reserves the right for any County staff to make scheduled or unscheduled, announced or unannounced visits to the Contractor's place of business.

III. COMPENSATION

A. Payment

The Contractor will compensate the County for services specified in Section II, Scope of Service, as delineated below:

1. The Contractor will compensate the County with a commission of 10% of gross revenues after taxes (ex: $1.00 – $0.08 sales tax = $0.92 x 10% = $0.09 commission) from the operation of said equipment and the sale of food and beverages. Such payments shall be made by the 10th day of each month for the previous month revenue.

2. If the County does not receive commissions by the 10th day of each month, a late charge of 2.5% shall be paid of the monthly sales.

3. The County shall have the right to accompany the Contractor when the revenue is collected from the equipment and conduct a hard count of the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the Contractor.

4. If this Agreement expires or is terminated for any reason, within 30 days of such expiration or termination, the Contractor shall perform a final accounting and pay the County the final commission payment for all periods prior to the date of expiration or termination for which the Contractor has not previously made a commission payment to the County.

B. Official Payee

The Contractor agrees that each payment will include a detailed accounting of how the commission was arrived at in detail sufficient for a pre-audit and post-audit

thereof. The Contractor shall submit monthly payments and records to the Williamson County Auditor and a copy of the records to the County's Contract Manager as identified in Section IV., A. The Williamson County Auditor's Office shall review, verify, deny and/or approve the above referenced accountings, reports and payments provided by Contractor.

Williamson County Auditor
Accounts Payable Department
710 S. Main Street
Georgetown, Texas 78626

C. Travel Expenses

The County shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Agreement.

D. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Agreement, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Agreement.

E. Tax Exemption

County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.

F. Renewal Prices

In the event the County chooses to extend this Agreement and the Contractor agrees to such extension, the prices of the food and beverages for each extended period shall be adjusted based on the seasonally adjusted Consumer Price Index for All Urban Consumers (CPI-U) for food and beverages in the State of Texas.

G. Change of Circumstance

The commission rate(s) and prices are based, in part, on assumptions regarding population, hours of operation, other conditions on the Premises, labor costs, product costs, fuel costs, Federal, state, and local tax structure, and any other levy or tax that impacts Contractor's services ("Factors"). If there are changes in such Factors, Contractor may modify the commission rate(s) and/or prices upon thirty (30) days prior

written notice to County, which shall be noted on commission statements and/or the remittance advice. Furthermore, in lieu of price increases per Section F above, Contractor may, upon thirty (30) days prior written notice, modify the commission rate(s). It is acknowledged and understood that County may terminate this Agreement, at its will upon thirty (30) calendar days notice in accordance with the termination rights set forth under Section VI below, if County determines, in its sole discretion, that Contractor's modification of the commission rates and/or prices is unreasonable or excessive.

IV. CONTRACT MANAGEMENT

A. County's Contract Manager

The Contract Manager for this Agreement will be:

Dale Butler
Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Phone: (512) 943-1636

The Contract Manager will perform the following functions:

1. Serve as the liaison between the County and the Contractor;
2. Verify receipt of deliverables from the Contractor;
3. Monitor the Contractor's progress;
4. Assist in evaluating the Contractor's performance;
5. Process all amendments, renewals and terminations of this Agreement; and
6. Assist in evaluating Contractor performance upon completion of the overall Agreement. This evaluation will be placed on file and will be considered if the Agreement is subsequently used as a reference in future procurements;
7. Maintain the official Agreement file; and
8. Maintain the official records of all formal correspondence between the County and the Contractor.

B. Contractor's Representative

The name, title, address and telephone number of the Contractor's representative responsible for administration and performance under this Agreement is:

Austin Piske
Regional Director of Operations
Canteen Austin Branch

8801 Wall Street, Suite 840
Austin, Texas 78754
Phone: (512) 651-8282
Email: Austin.Piske@compass-usa.com

D. Contract Management Changes

After execution of this Agreement, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official record.

V. MODIFICATIONS

Modifications to the provisions of this Agreement, with the exception of Section IV., Contract Management, shall be valid only through execution of a formal amendment.

VI. TERMINATION

A. Termination at Will

This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notices of termination shall be delivered by certified mail (return receipt requested) to the non-terminating party.

B. Termination for Cause

The County reserves the right to terminate the Agreement if Contractor breaches any of the provisions of this Agreement, including but not limited to Proposal specifications, terms and conditions, any warranties of the Contractor. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Agreement.

VII. CONDITIONS

A. Records

1. Public Records Law

Contractor understands that County will comply with the Texas Public Information Act and information, documentation, and other material in connection with this Agreement may be subject to public disclosure. It is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2. Audit Records

a. Contractor shall permit the County, or any duly authorized employee of Williamson County, to insect and examine its pertinent books and records.
b. Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement and agrees to provide a financial and compliance audit to the County or to the Office of the Williamson County Auditor and to ensure that all related party transactions are disclosed to the auditor.
c. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Agreement.

3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of five (5) years following the termination of this Agreement. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the County and the terms of this Agreement. Copies of all records and documents shall be made available for the County upon request. All records and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., B., Contractor's Representative for the duration of the period referenced above. The Contractor shall cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the County of the location of all records pertaining to this Agreement

and shall notify the County by certified mail within ten (10) days if/when the records are moved to a new location.

B. Materials with Recycled Content

It is expressly understood and agreed that Contactor must provide recycling receptacles in and around the Sites where any recyclable products or materials are sold pursuant to this Agreement.

C. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

D. Employment of County Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part- time, or other basis during the period of this Agreement, any current employee of the County.

E. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Agreement.

F. Damage to County Property

Contractor shall be liable for all damage to County owned, leased, or occupied property and equipment caused by Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or transportation company, in connection with any performance pursuant to this Agreement. Contractor shall notify County in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under this Agreement.

G. Americans with Disabilities Act

Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the County.

H. Indemnification

Contractor shall save harmless the County from and against all claims and liability due to the activities of the Contractor, its agents or employees, performing under this Agreement and which result from any negligent act, error, or omission of the Contractor or of any person employed by the Contractor. Contactor shall also save harmless the County from and against any and all expenses, including reasonable attorney's fees which might be incurred by the County, in litigation or otherwise resisting said claims or liabilities.

Contractor acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Contractor; therefore, all references to indemnifying, holding or saving harmless any other party, including but not limited to Contractor, for any reason whatsoever are hereby deemed void and deleted.

I. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the County under this Agreement. Upon the execution of this Agreement, the Contractor shall furnish the County's Contract Manager written verification of such insurance coverage. The County reserves the right to require additional insurance where appropriate. Contractor's insurance shall be primary as to any other existing, valid, and collectible insurance that is maintained or carried by County.

J. Independent Contractor Status

The Contractor shall be considered an independent contractor in the performance of its duties and responsibilities under this Agreement. The County shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

K. Disputes

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the

Claim within fourteen (14) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available under this Agreement or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

L. Copyrights, Right to Data, Patents and Royalties

The County shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all non-confidential/non-proprietary information and data developed, derived, documented, or furnished by the Contractor under this Agreement. All documentation produced as part of the Agreement shall become the exclusive property of the County, and may not be copied or removed by any employee of the Contractor without express written permission of the County.

M. Subcontracts

The Contractor is fully responsible for all work performed under this Agreement. The Contractor may, upon receiving written consent from the County's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Agreement. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Agreement, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor. If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the County. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Agreement. Failure by the Contractor to pay the subcontractor within seven (7) working days result in the County's termination of this Agreement.

N. Assignment

Except to an affiliated entity, neither party shall assign its responsibilities or interests under this Agreement to another party without prior written approval of the other party.

O. Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

P. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

Q. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications that are in writing from the County's staff identified in Section IV., Contract Management, of this Agreement shall be considered a duly authorized expression on behalf of the County. Only communications from the Contractor's representative identified in Section IV., B., which are in writing and signed, will be recognized by the County as duly authorized expressions on behalf of the Contractor.

R. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the County for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the County shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the County.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Agreement.

S. Governing Law and Venue

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with

this Agreement shall lie exclusively in either Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

T. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

U. Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

V. No Waiver of Immunities

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

W. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors, executors, administrators, and assigns.

X. Incorporation of Exhibits and Attachments

All of the Attachments referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

Y. Construction

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

AA. Execution in Counterparts

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

BB. Entire Agreement

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized to be effective as the last party's execution hereof.

CONTRACTOR:

_____

SIGNED BY: 

PRINTED NAME: Shawn Grider

TITLE: President of Operations Texas

DATE: March 9 ____, 2023

FEID #: _____

WILLIAMSON COUNTY, TEXAS

SIGNED BY: _____

PRINTED NAME: _____

Representative Capacity:
As Presiding Officer of the Williamson County Commissioners Court

DATE: _____ ____, 20_____

ATTACHMENT 1
SITES

Sheriff Administration, 508 South Rock Street, Georgetown. Vending Type: 1 beverage and 1 snack machine

Williamson County Jail, 508 South Rock Street, Georgetown. Vending Type: 1 beverage and 1 snack machine

Justice Center, 405 MLK, Georgetown. Vending Type: 2 beverage and 1 snack machine; Micro Market: 1 beverage, 1 fresh, and 1 snack

Road & Bridge, 3151 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Inner Loop Annex, 301 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Juvenile Justice Center, 200 Wilco Way, Georgetown. Vending Type: 1 beverage and 1 snack machine

Round Rock Jester, 1801 E Old Settlers Road, Round Rock, Vending Type: 1 beverage and 1 snack machine

Emergency Services Operations Center, 911 Tracy Chambers Lane, Georgetown. Vending Type: 1 beverage and 1 snack machine

Sheriff Office Training Center, 8160 Chandler Road, Hutto. Vending Type: 1 beverage and 1 snack machine; Micro Market: 1 beverage, 1 fresh, and 1 snack

EMS Training, 3189 SE Inner Loop, Georgetown. Vending Type: 1 beverage and 1 snack machine

Georgetown Annex, 100 Wilco Way, Georgetown. Vending Type: 1 beverage and 1 snack machine

ATTACHMENT 2
MASTER VENDING LIST

VENDING PRODUCT LIST FOR WILLIAMSON COUNTY

SNACK PLANOGRAM PRICING OPTION #1

	1	2	3	4	5	Healthy
	Cheetos Crunchy 2oz SKU 2636	Doritos Nacho Cheese 1.75oz SKU 2707	Ruffles CSC 1.5oz SKU 3073	Funyuns 1.25oz SKU 5430	Smtfd Wht Chdr Popcorn 1oz SKU 3098	Dot's 74789
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Cheetos Flamin' Hot SKU 7282	Lay's Regular 1.5oz SKU 2881	Fritos Chili Cheese 2.0oz SKU 2733	Ruffles Queso SKU 134476	Smtfd White Cheddar Popcorn 1.0oz SKU3098	Sunchip Garden Salsa 1.5oz SKU 3121
Price	$1.35	$1.35	$1.35	$1.35	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Column ID						
	Sabritas Turbo's 10090	Lay's Kettle Jalapeno 1.375oz SKU 7292	Chester's Flamin' Hot Fries 1.75oz SKU 10230	Gardettos 1.75oz SKU 2751	Veggie Wheat Thins 1.75oz SKU 2987	Baked Cheetos Fl Hot 1.5oz SKU 7614
Price	$1.35	$1.35	$1.35	$1.50 #	$1.35	$1.35
Cap/Fill	9	9	9	9	9	9
Col ID						
	Grandmas Vanilla Crème3.71oz SKU 5528	Famous Amos ChocChip 3.0oz SKU 2722	Cheez-Its 2oz SKU 2639	Oreo Mini Bites 3.02oz SKU 3018	Zoo Animal Crackers 2.0oz SKU 5557	Kellogg's Fruit Snacks SKU 509
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$1.50
Cap/Fill	9	9	9	9	9	15
Col ID						
	Reese PB Cups / Kit Kat Bar	Crunch Bar 1.55oz SKU 1076 / Snickers 1.86oz SKU 68310	Twix 1.79oz SKU 68311 / M&M Peanut 1.74oz SKU 68306	Sour Patch Kids 2.0oz SKU 5272 / 3 Musketeers 1.92oz SKU 19530	Skittles Original 2.17oz SKU 68323 / Planter Peanuts 2.0oz SKU 3038	Muchies Chz Pnut But SKU 10363 / Tillamook Beef Stack SKU87141
Price	$2.00 2 $2.00	$2.00 / $2.00	$2.00 / $2.00	$2.00 / $2.00	$2.00 / $1.00	$1.00 / $2.00
Cap/Fill	15 15	15 / 15	15 / 15	15 / 15	15 / 15	15 / 15
Col ID						
	Little Debbie Oatmeal Pie SKU 16879	Pringles SCO SKU 20572	Cloverhill Big Tex Cinnamon Roll 4.0oz SKU2683	Fieldstone Bun 4oz SKU 78035	Rice Krispy Treats 2.13oz SKU 10335	JL Teriy Beef Nuggets 1 oz SKU 9485
Price	$1.50	$1.50	$1.50	$1.50	$1.50	$2.00
Cap/Fill	12	6	12	12	12	15
Col ID						
Non Crane Mach						
	Lifesavers PepOMint SKU 6821	Wrigley Juicy Fruit 6 ct SKU 5551	Wrigley Doublemint 6 ct SKU 3183	Wrigley Big Red 6 ct SKU 1126	Extra Spearmint 14ct SKU 1086	Extra Peppermint 14 Ct SKU 1083
Price	$1.25	$1.25	$1.25	$1.25	$1.25	$1.25
Cap/Fill						
Col ID						

SAMPLE PLANOGRAMS

Beverages- Generic 9 wide

Account: Williamson County Option #1

Machine ID | ***Sample***

	Monster # 34	Monster # 34	Red Bull # 5504	Red Bull # 5504	Bang Mango #66189	Bang Mango #66189	Trpican	Tropica na Juice	Pure Leaf Sweet #17627
	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Energy	Tea
Price	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 3.50	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	101	102	103	104	105	106	107	108	109
	Smartw ater #501	Powera de FP #92	Powera de FP #92	Doritos Apple #660	Doritos Mandar in #66	Dbl Shot Van	Dbl Shot Van #6	Dbl Shot Moch #6	Dbl Shot Moch #6
	Water	Hydra	Hydra	Bcarb	Bcarb	Coffee	Coffee	Coffee	Coffee
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 3.50	$ 3.50	$ 3.50	$ 3.50
Capacity	8	8	8	8	8	8	8	8	8
Column ID	201	202	203	204	205	206	207	208	209
	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Coke # 5193	Diet Coke # 5204	Diet Coke # 5204	Coke Zero # 5196	Coke Zero # 5196
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	DBCarb	DBCarb	DBCarb	DBCarb
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	301	302	303	304	305	306	307	308	309
	Dr Pepper #51	Dr Pepper #51	Dr Pepper #51	Sprite # 5246	Sprite # 5246	Dasani #4970	Aquafin a #4930	Right Water #73201	Big Red # 8175
	Bcarb	Bcarb	Bcarb	Bcarb	Bcarb	Water	Water	Water	Bcarb
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.00	$ 2.00	$ 2.00	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	401	402	403	404	405	406	407	408	409
	Bubly Sberry #816	Pepsi # 5239	Dt Pepsi # 520	Mtn Dew # 523	Mtn Dew # 5234	Dt Mtn Dew # 5207	Gtrade Cool Blue # 4999	Gtrade Zero # 73811	Big Red # 8175
	Bcarb	Bcarb	DBCarb	Bcarb	Bcarb	DBCarb	Hydra	Hydra	Bcarb
Min Price	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25	$ 2.25
Capacity	8	8	8	8	8	8	8	8	8
Column ID	501	502	503	504	505	506	507	508	509

4

Commissioners Court - Regular Session **66.**

Meeting Date: 03/21/2023

Receive the March 2023 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the March 2023 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2023 Construction Summary Report

March 2023 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:13 PM
Form Started By: Marie Walters		Started On: 03/16/2023 09:57 AM
Final Approval Date: 03/16/2023		

ROAD BOND PROGRAM

Construction Summary Report

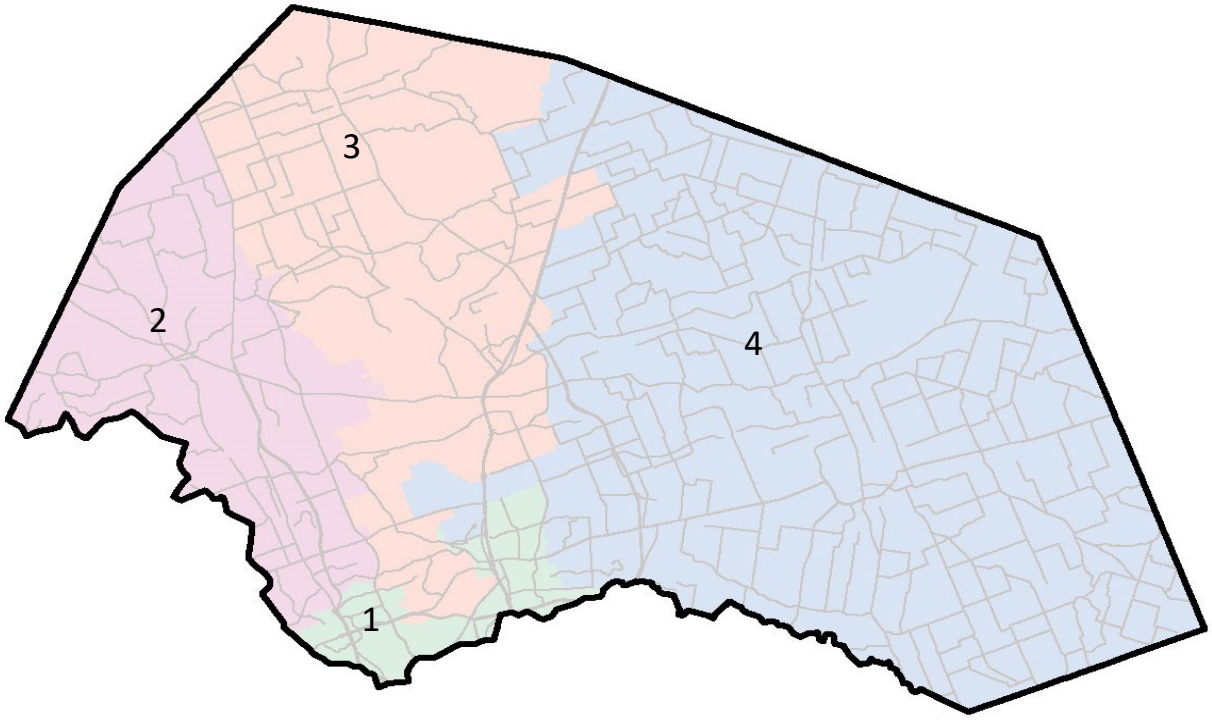
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

March 2023

WWW.ROADBOND.ORG

Volume XXII - Issue No.3



Presented By: HNTB

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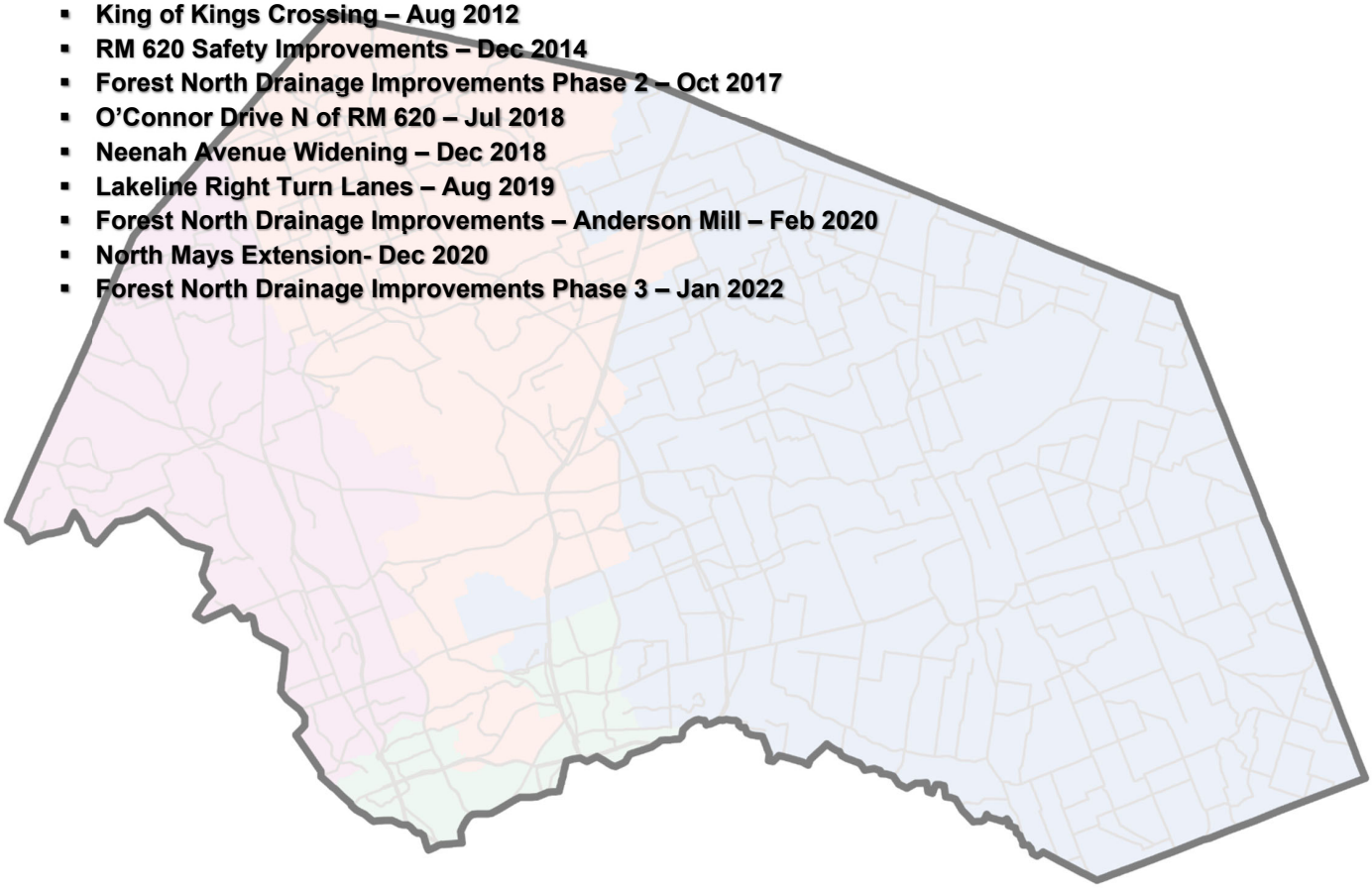
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2023

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



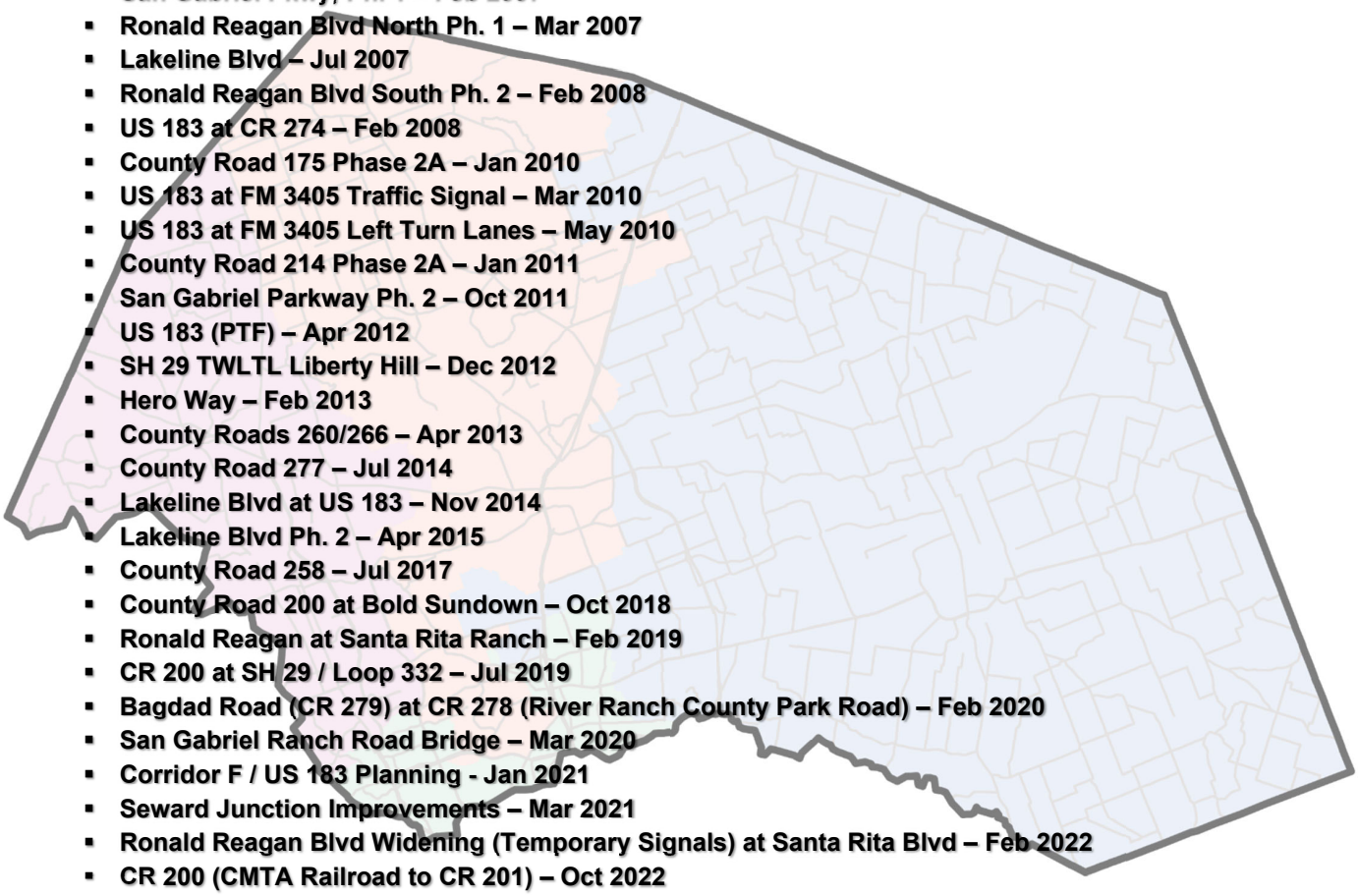
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2023

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**



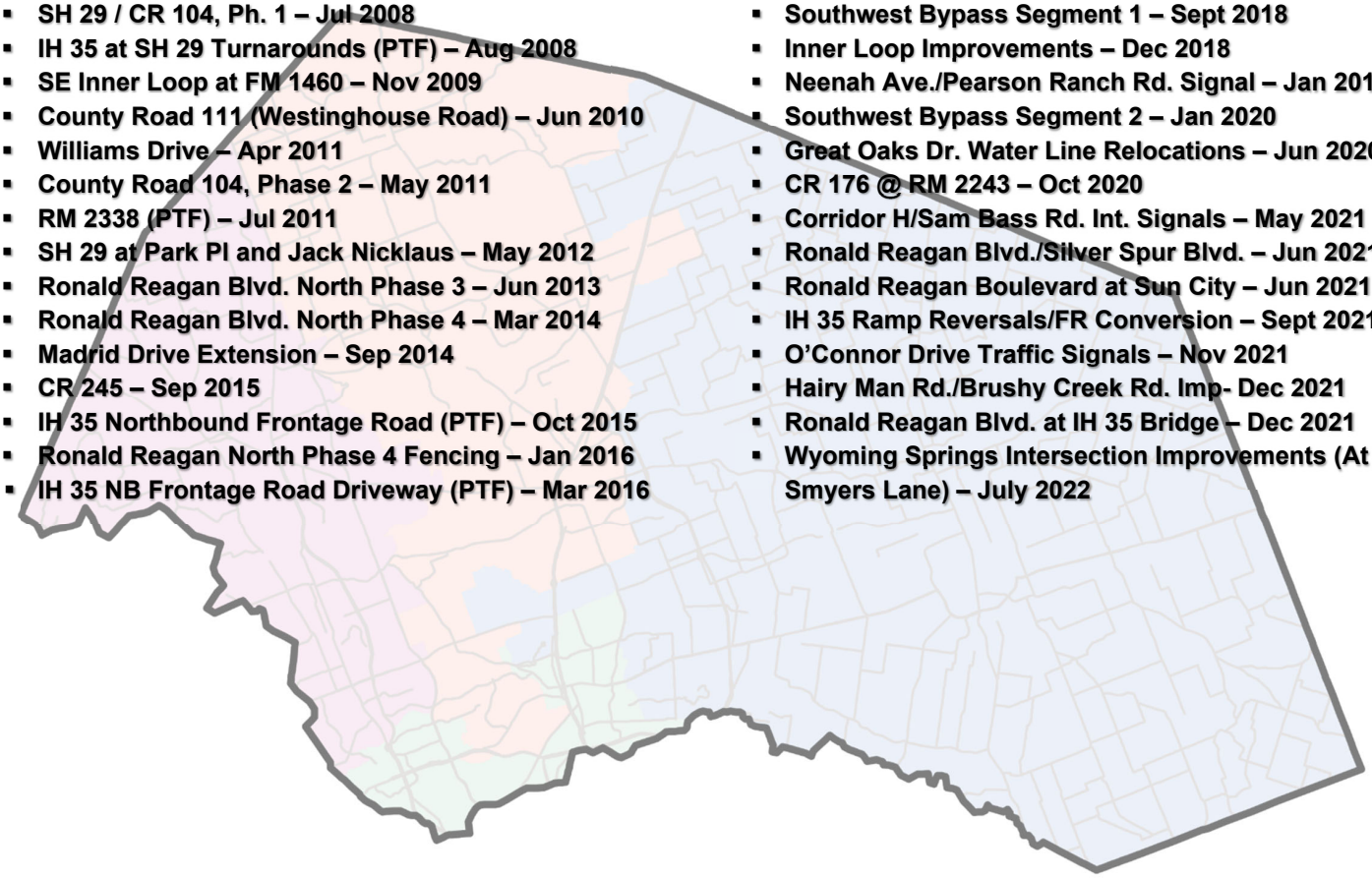
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2023

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022



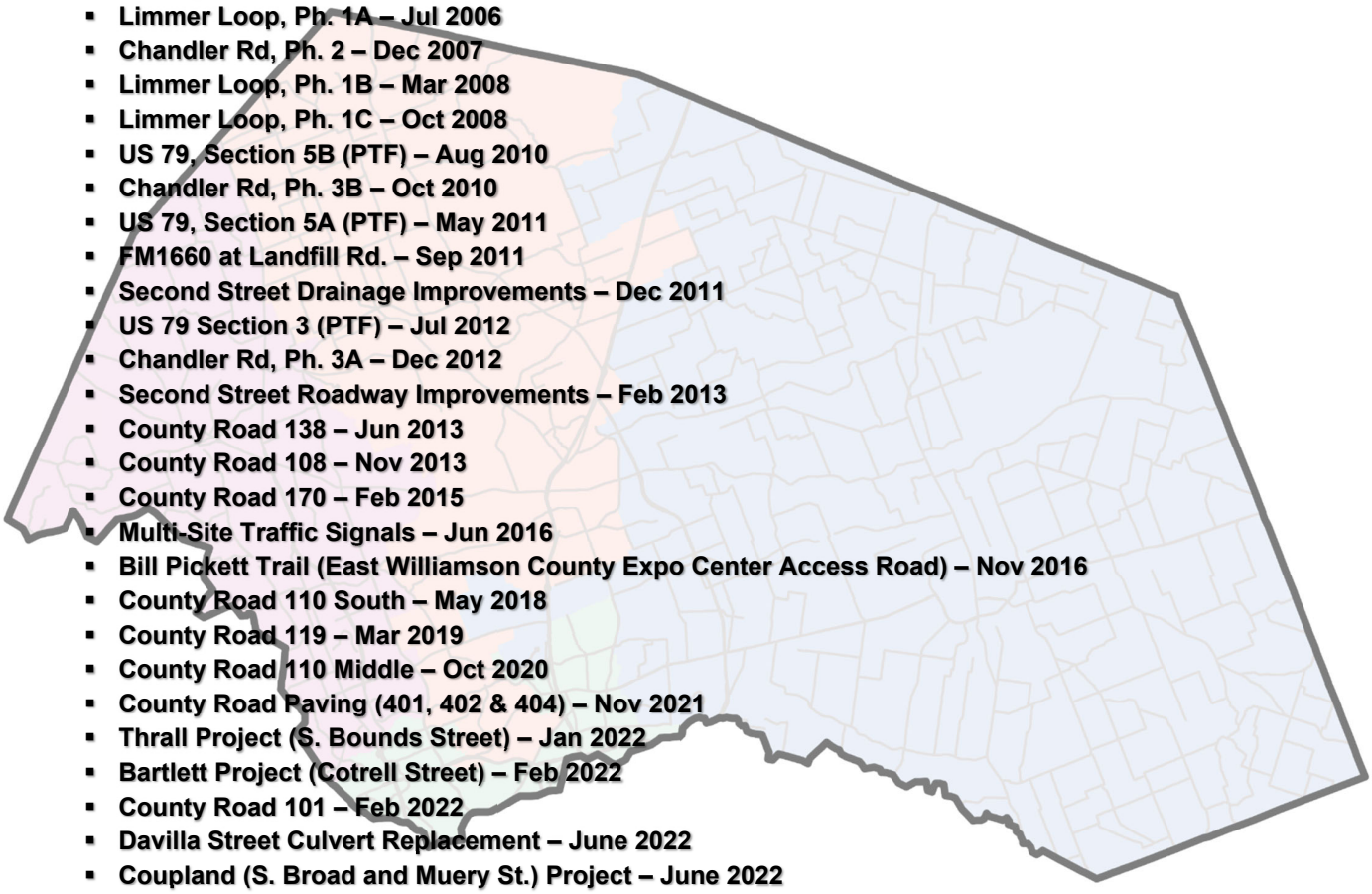
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

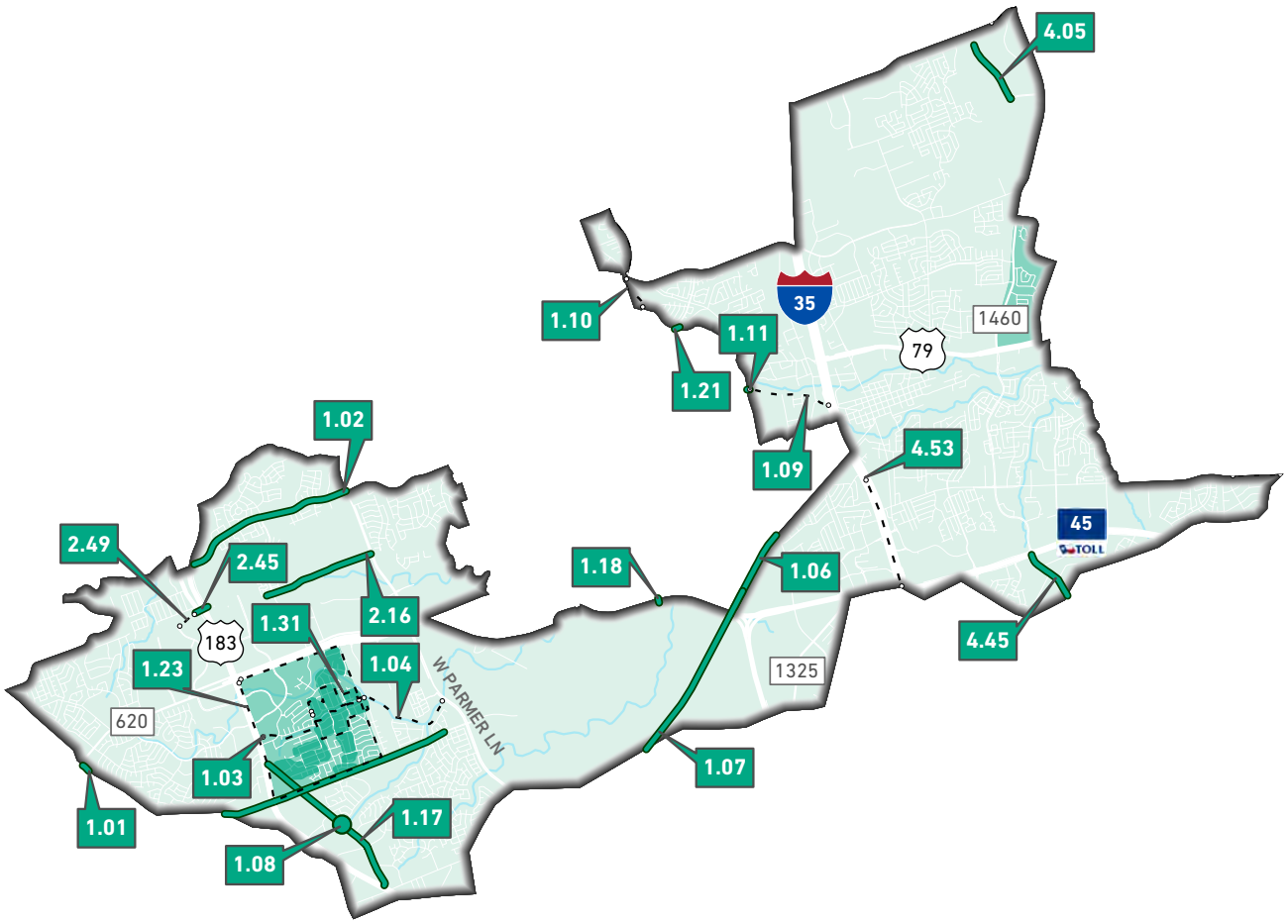
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2023

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **County Road Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Replacement – June 2022**
- **Coupland (S. Broad and Muery St.) Project – June 2022**
- **CR 404 Hutto Water Line Realignment – Sept 2022**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook

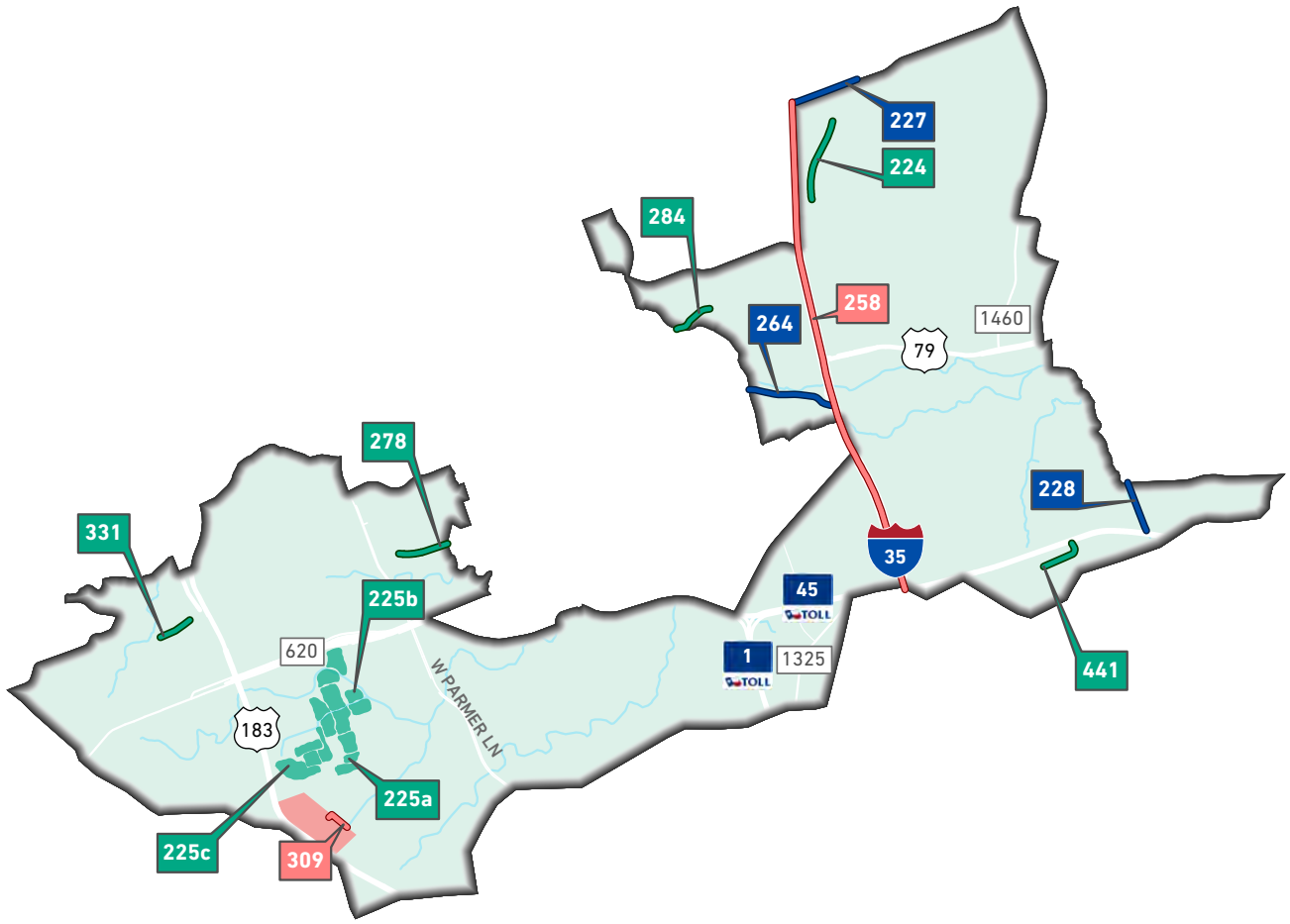


Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1
1.04 Lake Creek Drainage - Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility
1.10 Wyoming Springs North
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis

Study

2013 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



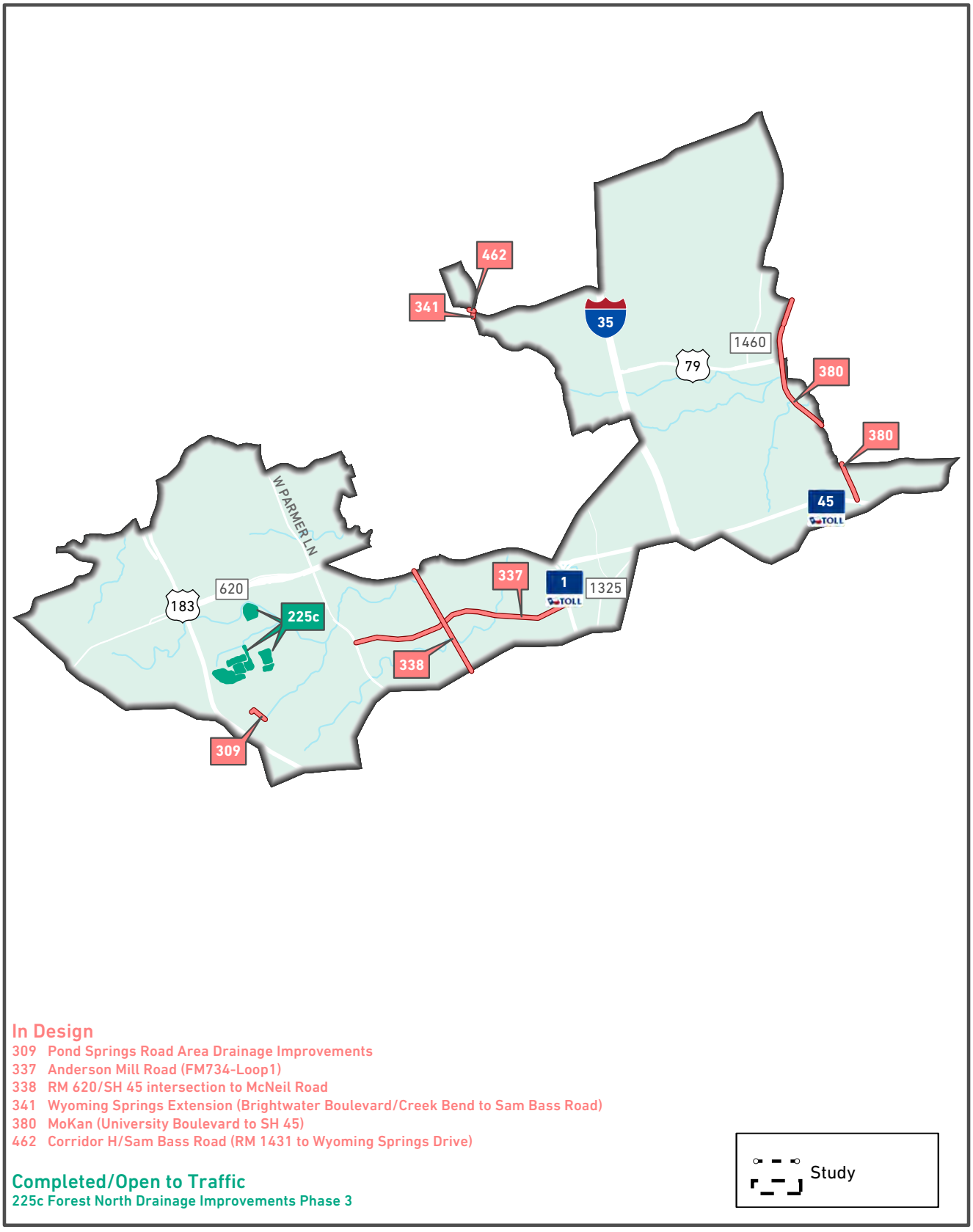
In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road area)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic
224 North Mays Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Study

2019 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



In Design
309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
380 MoKan (University Boulevard to SH 45)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic
225c Forest North Drainage Improvements Phase 3

Study

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265 Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	5
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	13
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	18
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	13	22
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	19	27
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	25	31
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	47	36
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	54	40
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	58	45
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	61	49
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	64	54
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	65	58
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	67	62
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	71	67
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	73	71
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	77	75
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	81	80
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	83	84
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	84	89
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	$338,985.41	$9,727,344.34	$37,665.05	$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	$165,603.43	$9,892,947.77	$18,400.38	$1,099,216.42	94	100
25	3/1/2021	5/31/2021	0	$1,535,933.64	$11,428,881.41	-$1,099,216.42	$0.00	97	100
26	6/1/2021	12/31/2021	0	$18,800.00	$11,447,681.41	$0.00	$0.00	97	100
27	1/1/2022	5/31/2022	0	$264,978.20	$11,712,659.61	$0.00	$0.00	99.67	100
28	6/1/2022	12/31/2022	0	$37,397.98	$11,750,057.59	$0.00	$0.00	99.99	100

2/28/2023 Comments - Oncor continued switching the luminaire poles from 25' to 30' and continued coordinating power connection with City of Round Rock.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

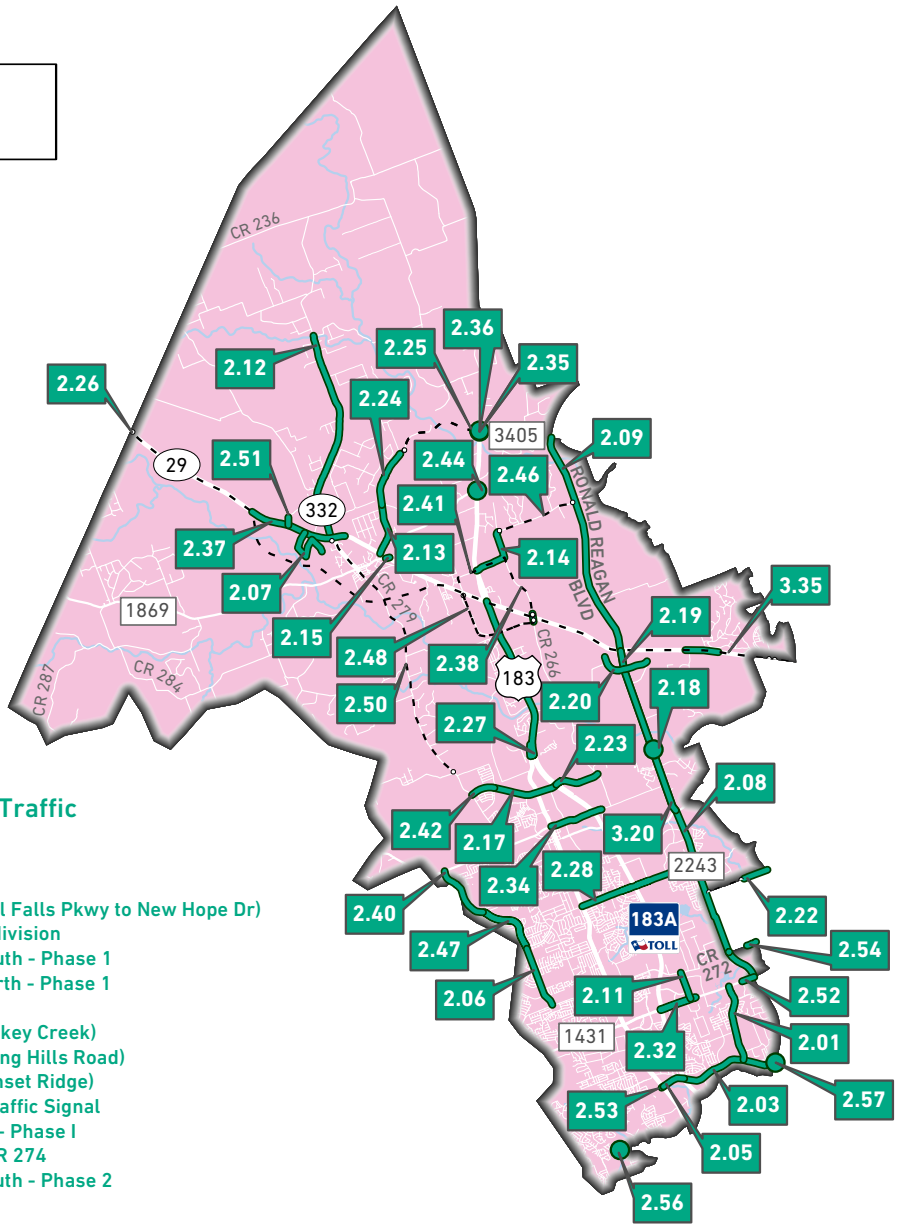
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
7	4/12/2022	$302,109.20	$ 975,144.93

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

Adjusted Price = $11,750,980.68

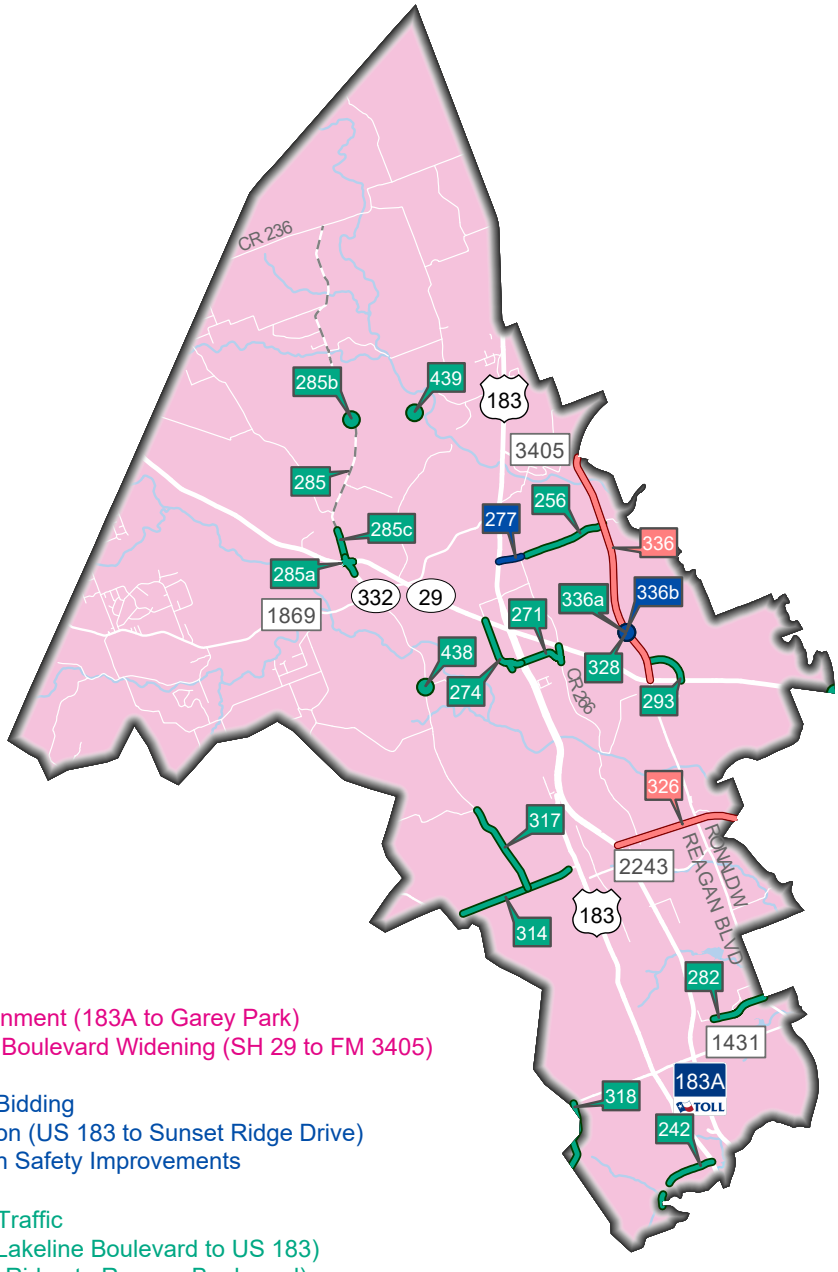
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kauffman Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic
2.26 SH 29 Improvements and Schematic
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



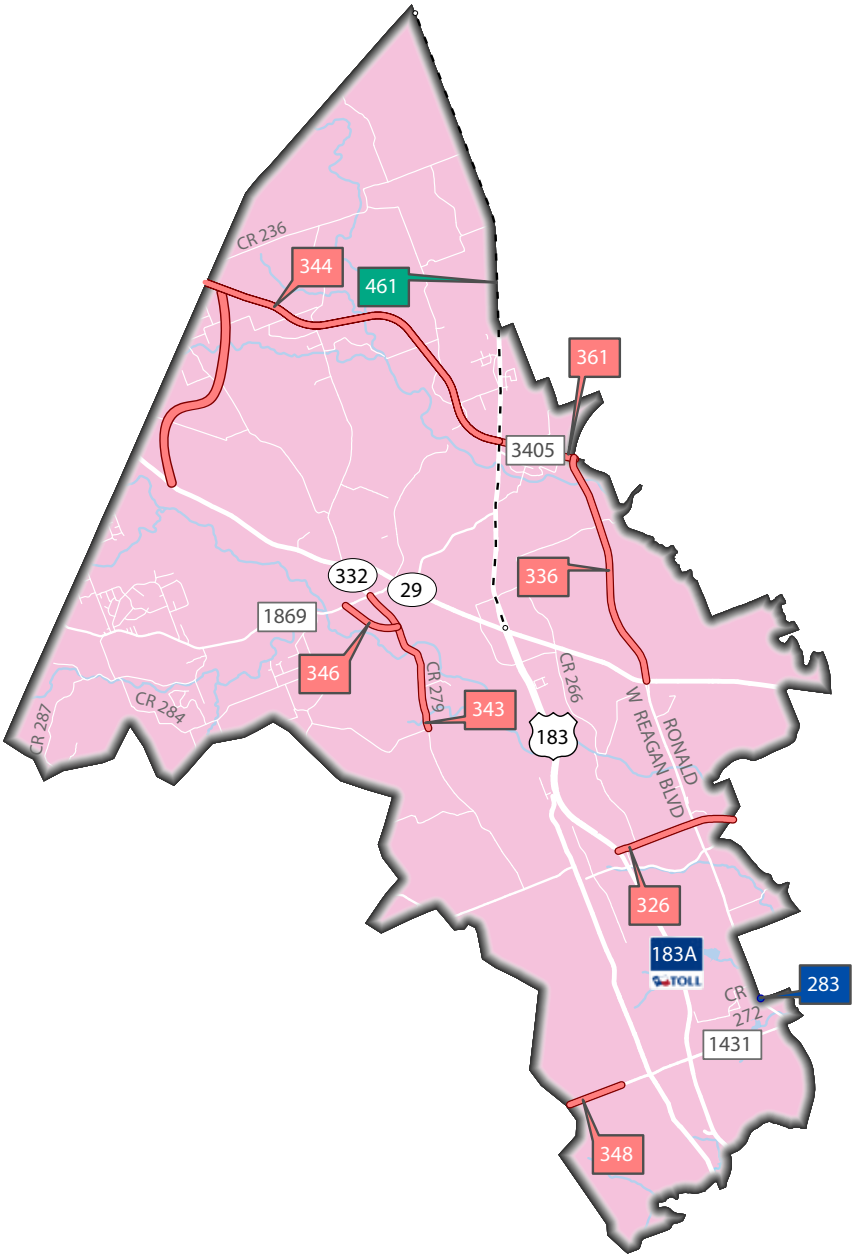
In Design
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
336b Ronald Reagan Safety Improvements

Completed/Open to Traffic
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a SH 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

Study

2019 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



In Design
326 RM 2243 Realignment (US 183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

Under Construction/Bidding
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

Completed/Open to Traffic
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

Study

CR 200 Reconstruction
Project No. T5023

Original Contract Price = $4,975,515.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/8/2021	9/30/2021	11/15/2021	11/25/2021	10/7/2022			308	0	308

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/15/2021	12/3/2021	19	$322,884.45	$322,884.45	$35,876.05	$35,876.05	7	6
2	12/4/2021	12/31/2021	28	$243,429.75	$566,314.20	$27,047.75	$62,923.80	13	15
3	1/1/2022	1/28/2022	28	$322,421.76	$888,735.96	$35,824.64	$98,748.44	20	24
4	1/29/2022	2/28/2022	31	$522,074.39	$1,410,810.35	$58,008.27	$156,756.71	31	34
5	3/1/2022	3/28/2022	28	$360,789.80	$1,771,600.15	$40,087.75	$196,844.46	39	44
6	3/29/2022	4/29/2022	32	$353,052.72	$2,124,652.87	$39,228.08	$236,072.54	47	54
7	4/30/2022	5/27/2022	28	$352,739.26	$2,477,392.13	$39,193.25	$275,265.79	55	63
8	5/28/2022	7/1/2022	35	$185,880.12	$2,663,272.25	$20,653.35	$295,919.14	59	74
9	7/2/2022	8/1/2022	31	$258,962.10	$2,922,234.35	$28,773.57	$324,692.71	65	84
10	8/2/2022	9/2/2022	32	$660,525.72	$3,582,760.07	$73,391.74	$398,084.45	80	95
11	9/3/2022	9/30/2022	28	$865,676.01	$4,448,436.08	-$307,300.04	$90,784.41	91	104
12	10/1/2022	10/31/2022	6	$95,705.92	$4,544,142.00	$1,953.18	$92,737.59	93	106

2/28/2023 Comments - Smith Contracting waiting for vegetative growth.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2022	$ 26,798.12	$ 26,798.12

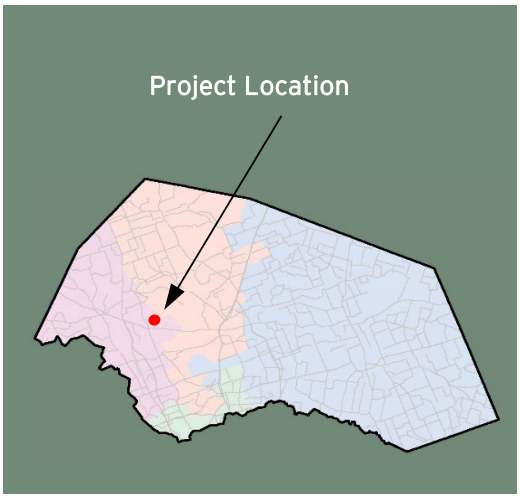
1. Design Error and Omission: 1B.Other: This Change Order provides payment for additional drainage pipes needed to maintain positive drainage during the PH 1 construction of the detours. It also provides payment for the roadway signage called out in the plans, but not accounted for in the bid tabs and stripe elimination needed for the different phases of construction. 2. Differing Site Conditions (unforeseeable) 2G:Unadjusted Utility (Unforeseeable) This Change Order also provides payment to the contractor for lowering an AT&T line in-place so that Culvert 1 could be installed.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2022	$ 4,058.92	$ 30,857.04

4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for replacing the existing concrete driveways at the entrances to the City of Liberty Hill's Park and revising the asphalt driveway quantity. With the existing driveways being concrete, it was requested by the City to go back in concrete.

Adjusted Price = $5,006,372.13





CR 258 Extension
(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles
Roadway Classification: Major Collector

Project Schedule: October 2022 - January 2024
Estimated Construction Cost: $6.3 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: Joe Bland Construction (JBC) continued installing the City of Georgetown waterline. JBC also began excavating and installing reinforced concrete pipe across Questa Trail and continued roadway excavation.

2/10/2023: JBC completed installing the reinforced concrete pipe across Questa Trail, CR 258 toward the west end, and CR 258 east of Questa Trail. JBC continued roadway excavation.

2/17/2023: JBC completed waterline A and continued installing culvert pipes. JBC continued excavating the roadway and began placing embankment in various locations.

2/24/2023: JBC pressure-tested waterline A and continued installing culvert pipes. JBC continued excavating the roadway and placing embankment in various locations.



Design Engineer: American Structurepoint
Contractor: Joe Bland Construction
Construction Observation: Bruce Thurin, HNTB

Williamson County Road Bond Program

CR 258 Extension
Project No. 22IFB141

Original Contract Price = $5,836,754.36

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022			395		395

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2022	11/30/2022	0	$47,590.20	$47,590.20	$5,287.80	$5,287.80	1	0
2	12/1/2022	1/31/2023	55	$536,565.20	$584,155.40	$59,618.36	$64,906.16	10	14
3	2/1/2023	2/28/2023	28	$463,314.38	$1,047,469.78	$51,479.37	$116,385.53	19	21

2/28/2023 Comments- Contractor started roadway excavation, continued installing culvert pipes in various locations, and finished the COG waterline.

Change Order Number	Approved	Cost This CO	Total COs
01	11/11/2022	$ -	$ -

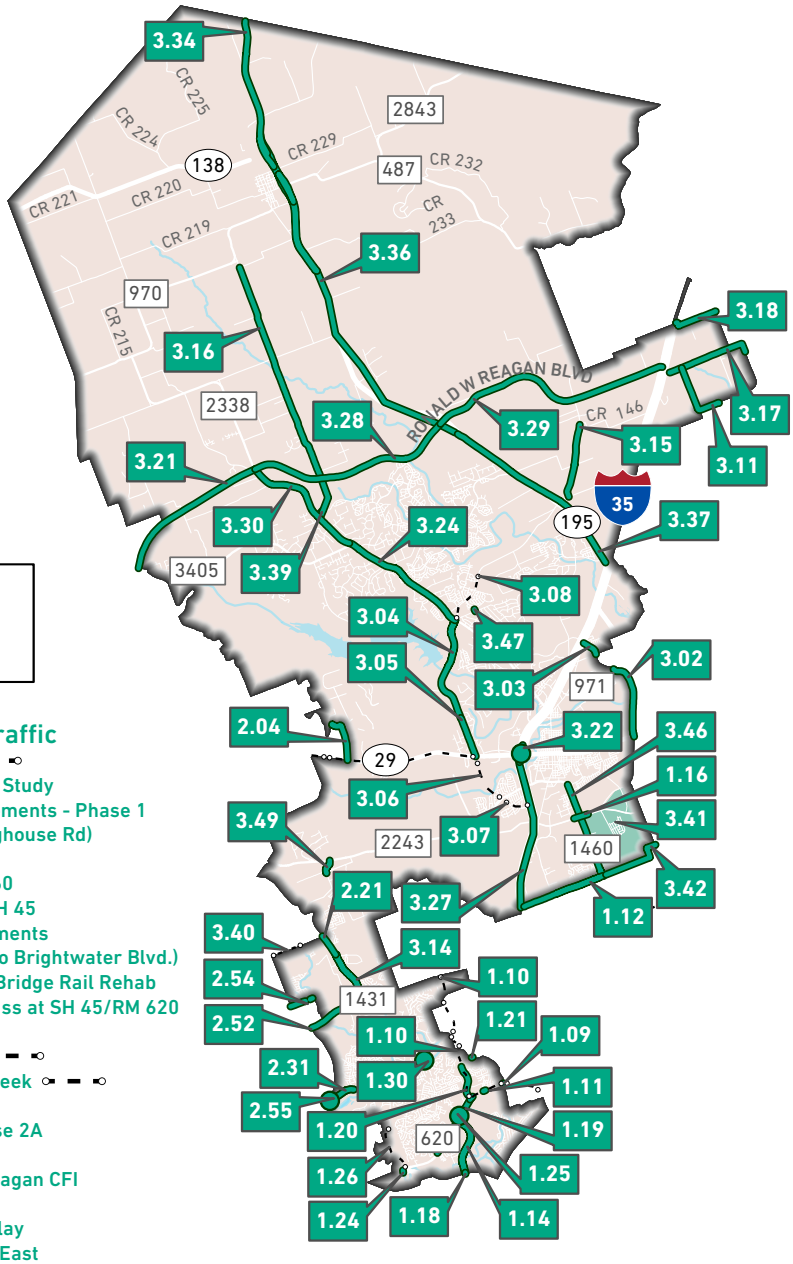
4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
02	11/22/2022	$ 422,565.69	$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Adjusted Price = $6,259,320.05

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

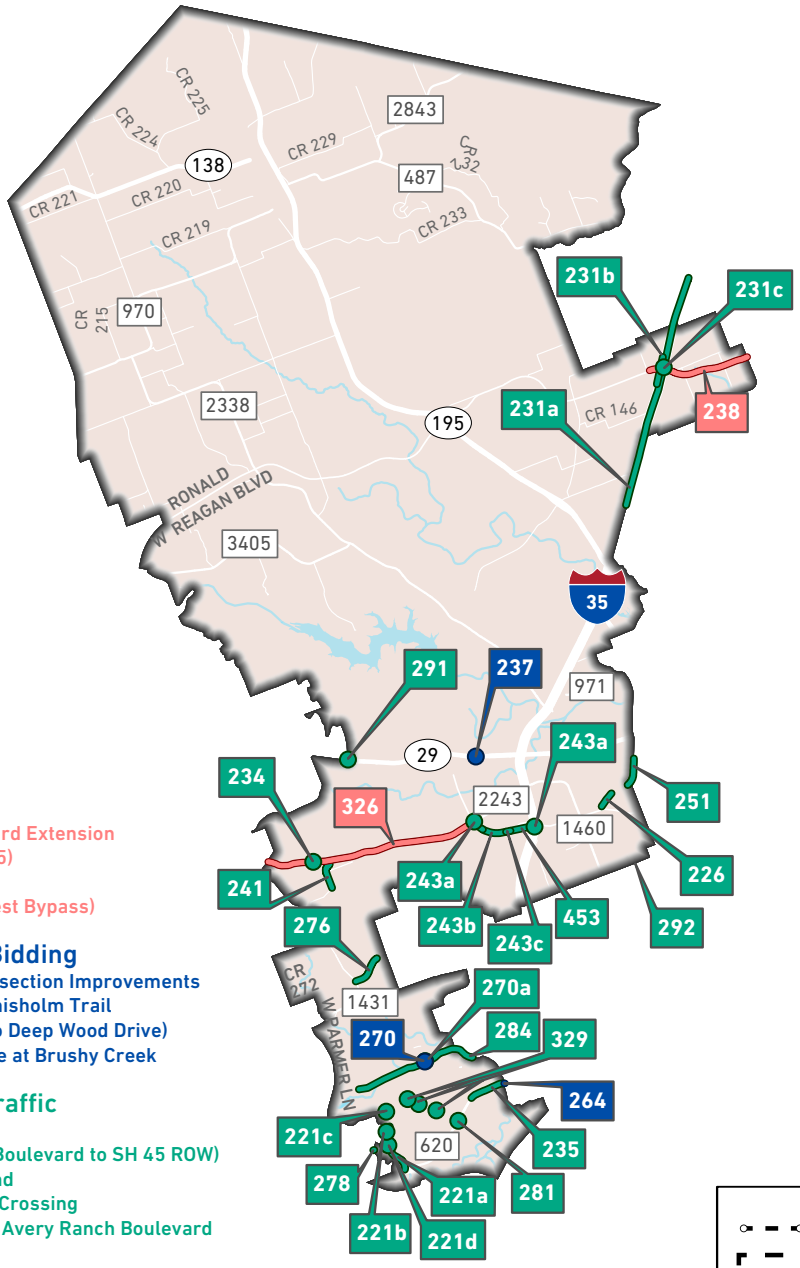


Study

Completed/Open to Traffic

1.09 RM 620 Feasibility
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road
1.30 Great Oaks at Brushy Creek
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3
3.07 Georgetown Inner Loop - Project 4
3.08 Georgetown Inner Loop - Project 5
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey



Study

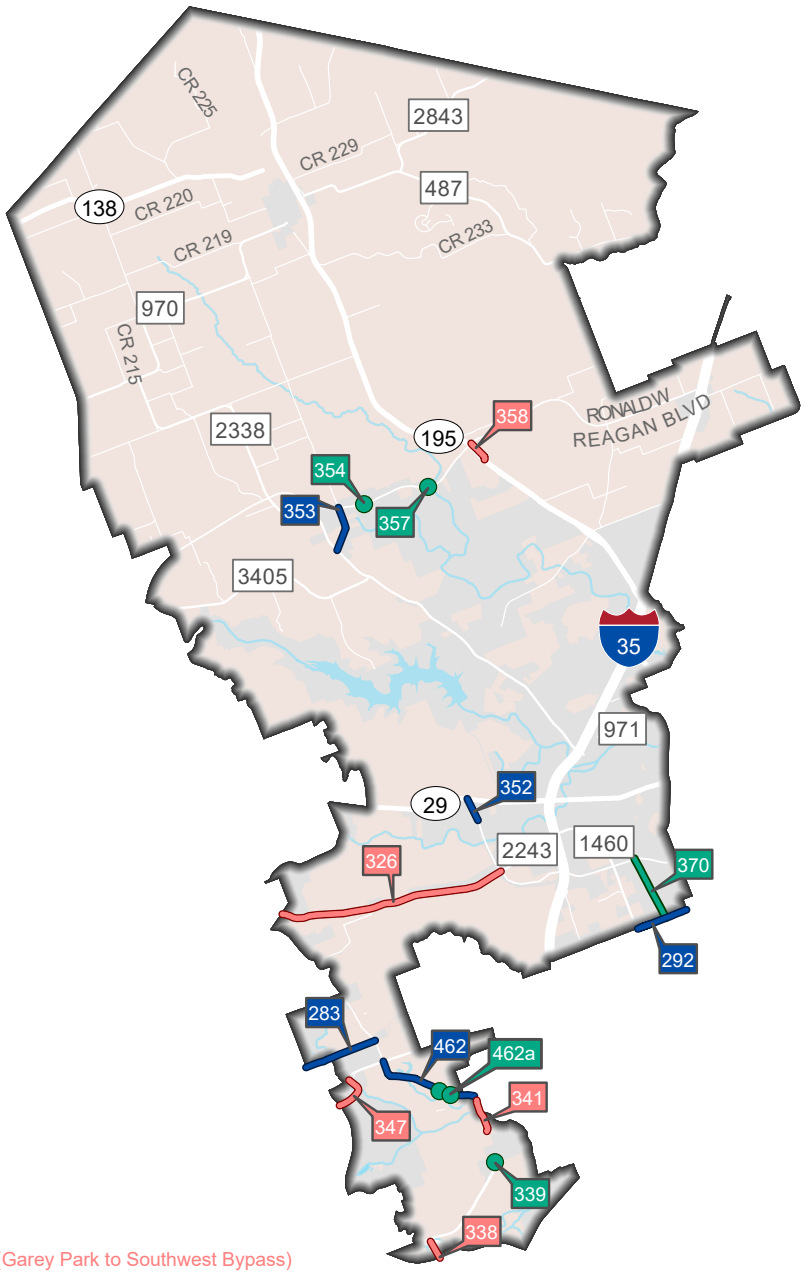
In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Under Construction/Bidding
237 SH 29 at DB Wood Intersection Improvements
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

Completed/Open to Traffic
221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard

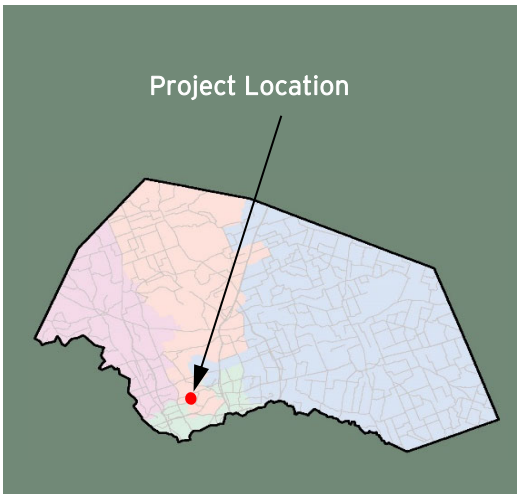
Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

339 Wyoming Springs Intersection Improvements (At Smyers Lane)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)





Great Oaks Drive Bridge at Brushy Creek
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Spring 2023
Estimated Construction Cost: $10.7 Million



FEBRUARY 2023 IN REVIEW



2/3/2023: DeNucci Constructors continued to remove and replace the metal beam guard fence on the south side of Brushy Creek Road. Subcontractor Greater Austin removed the concrete screed and prepared the previously poured bridge deck slab for the cold weather at the Brushy Creek Bridge Abutment.

2/10/2023: DeNucci Constructors moved and set the concrete traffic barrier on Brushy Creek Road and switched traffic from Phase 3 to Phase 4. Subcontractor Fuquay completed the coating application on the inside of the Round Rock wastewater manholes on Brushy Creek Road.

2/17/2023: DeNucci Constructors formed and poured the west section of the Wilco Trail south of Brushy Creek Road. DeNucci and Subcontractor MG Drilling poured drilled shafts 1, 2, and 3 at the Brushy Creek Abutment. Subcontractor American Demolition completed the demolition of the existing bridge.

2/24/2023: DeNucci Constructors poured the rip rap at the upstream end of Culvert C on the southeast corner of the intersection. DeNucci poured the remaining bridge drilled shafts and columns. The contractor constructed the remaining retaining wall on Brushy Creek Road. Subcontractor MG Drilling completed drilling the remaining bridge drilled shafts.

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

Williamson County
Road Bond Program

HNTB

Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/13/2021	9/30/2021	18	$299,881.08	$299,881.08	$33,320.12	$33,320.12	3	3
2	10/1/2021	10/31/2021	31	$305,937.90	$605,818.98	$33,993.10	$67,313.22	6	8
3	11/1/2021	11/30/2021	30	$353,916.66	$959,735.64	$39,324.07	$106,637.29	10	14
4	12/1/2021	12/31/2021	31	$323,378.73	$1,283,114.37	$35,930.97	$142,568.26	13	19
5	1/1/2022	1/31/2022	31	$388,799.66	$1,671,914.03	$43,199.97	$185,768.23	17	24
6	2/1/2022	2/28/2022	28	$496,378.98	$2,168,293.01	$55,153.22	$240,921.45	22	29
7	3/1/2022	3/31/2022	31	$243,581.01	$2,411,874.02	$27,064.55	$267,986.00	25	34
8	4/1/2022	4/30/2022	30	$232,084.08	$2,643,958.10	$25,787.13	$293,773.13	27	39
9	5/1/2022	5/31/2022	31	$754,642.60	$3,398,600.70	$83,849.18	$377,622.31	35	45
10	6/1/2022	6/30/2022	30	$340,143.43	$3,738,744.13	$37,793.71	$415,416.02	39	50
11	7/1/2022	7/31/2022	31	$475,914.67	$4,214,658.80	$52,879.41	$468,295.43	44	55
12	8/1/2022	8/31/2022	31	$373,966.90	$4,588,625.70	$41,551.87	$509,847.30	48	60
13	9/1/2022	9/30/2022	30	$334,474.19	$4,923,099.89	$37,163.80	$547,011.10	51	65
14	10/1/2022	10/31/2022	31	$596,227.60	$5,519,327.49	$66,247.51	$613,258.61	57	71
15	11/1/2022	11/30/2022	30	$150,522.30	$5,669,849.79	$16,724.70	$629,983.31	59	76
16	12/1/2022	12/31/2022	31	$210,284.10	$5,880,133.89	$23,364.90	$653,348.21	61	81
17	1/1/2023	1/31/2023	31	$487,668.38	$6,367,802.27	$54,185.38	$707,533.59	66	86

2/28/2023 Comments - Contractor began working on Phase 4 of the Great Oaks bridge, and continued working on roadway and storm drain work. Traffic switch to Phase 4 began on 2/8/23. Anticipated completion date is Spring of 2023.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	$ 29,487.96	$ 29,487.96

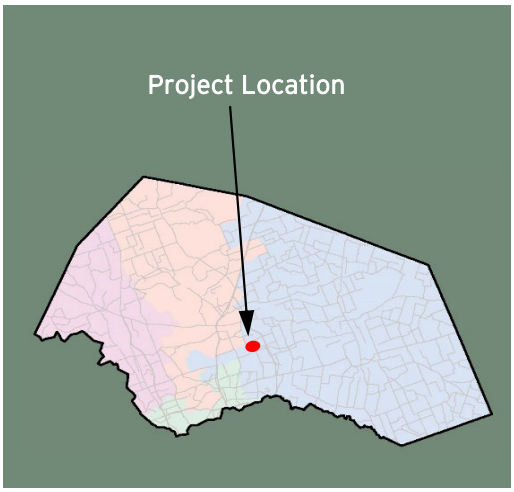
4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2022	$ 100,234.16	$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

Adjusted Price = $10,710,356.23





CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: January 2022 - Spring 2024
Estimated Construction Cost: $22.1 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: Capital Excavation set forms for hand pour of curb and gutter at Maple Street extension. Capital placed concrete box culverts at Culvert 10, west of SH 130 for Phase 1. Capital also trenched to place water line at west end of CR 105 Spur.

2/10/2023: Capital Excavation trenched to place reinforced concrete pipe for Phase 2 at Culvert 11B west of SH130. The contractor continues to bore steel casing for water line at east end of CR 105 and connect new 24-inch water line to the existing along east side of Bell Gin Road.

2/17/2023: Capital Excavation placed pipe runners for safety end treatments at driveway extensions west of FM 1460. The contractor placed flexible base and placed topsoil west of Bell Gin Road. Capital continued excavating and forming the headwall at culvert CR 104 at Bell Gin Road.

2/24/2023: Capital Excavation trenched to place concrete for rip rap in ditch lines at Culvert 5. Capital began excavating for 12-inch steel casing bore across road for water line east of Gateway School. Subcontractor Texas Materials placed prime coat, seal coat and 4 inches of Type B asphalt throughout the project.



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

Williamson County
Road Bond Program

HNTB

CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022				700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	15	13
4	5/1/2022	5/31/2022	31	$1,110,146.62	$4,163,142.06	$123,349.64	$462,571.36	21	17
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.14	$53,578.66	$516,150.02	23	21
6	7/1/2022	7/31/2022	31	$787,719.86	$5,433,070.00	$87,524.44	$603,674.46	27	26
7	8/1/2022	8/31/2022	31	$822,906.88	$6,255,976.88	$91,434.10	$695,108.56	31	30
8	9/1/2022	9/30/2022	30	$1,707,686.45	$7,963,663.33	$189,742.92	$884,851.48	40	35
9	10/1/2022	10/31/2022	31	$1,107,286.40	$9,070,949.73	$123,031.82	$1,007,883.30	46	39
10	11/1/2022	11/30/2022	30	$518,917.48	$9,589,867.21	$57,657.50	$1,065,540.80	48	43
11	12/1/2022	12/31/2022	31	$1,285,779.15	$10,875,646.36	-$493,138.36	$572,402.44	52	48
12	1/1/2023	1/31/2023	31	$620,120.59	$11,495,766.95	$32,637.93	$605,040.37	55	52

2/28/2023 Comments - Roadway construction, storm sewer pipe and box culverts, and installation of water lines continues.

Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Change Order Number	Approved	Cost This CO	Total COs
03	7/142022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

Change Order Number	Approved	Cost This CO	Total COs
05	11/22/2022	$41,134.66	$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

Change Order Number	Approved	Cost This CO	Total COs
06	11/22/2022	$24,159.20	$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

Change Order Number	Approved	Cost This CO	Total COs
07	12/14/2022	$28,440.00	$ 809,226.30

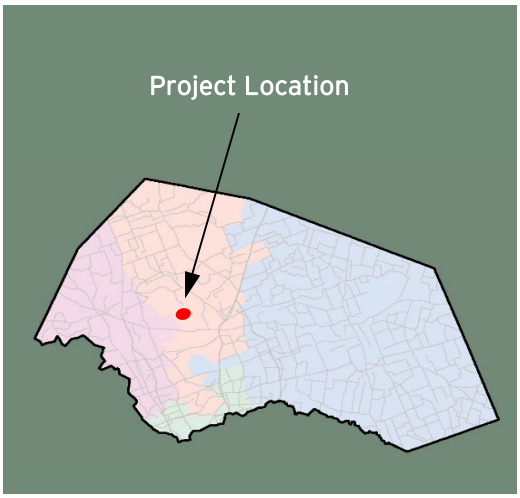
1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

Change Order Number	Approved	Cost This CO	Total COs
08	12/14/2022	$276,200.00	$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Adjusted Price = $22,109,759.18





Southwest Bypass Extension
(SH 29 to Wolf Ranch Parkway)

Project Length: .905 Miles
Roadway Classification: Minor Arterial

Project Schedule: August 2022 - Summer 2023
Estimated Construction Cost: $4.3 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: Joe Bland Construction (JBC) excavated existing roadway to subgrade on Wolf Ranch Parkway. JBC excavated for the sidewalk on the east side of Southwest Bypass and under the bridge. JBC placed and compacted flexible base on Southwest Bypass.

2/10/2023: JBC placed and compacted flexible base on Southwest Bypass. JBC formed and placed sidewalk on east side of existing Southwest Bypass.

2/17/2023: JBC placed and compacted flexible base on Southwest Bypass and on Wolf Ranch. JBC formed and placed sidewalk along the east side of Southwest Bypass under bridge. JBC set barricades on SH 29. Subcontractor completed the cave gate coverings for the Rattlesnake Cave and Lobo's Lair. Subcontractor Austin Traffic Signal installed 2' and 3" electrical conduits.

2/24/2023: JBC continued placing and compacting flexible base on Wolf Ranch. JBC formed and placed sidewalk at Rattlesnake Cave and Lobo's Lair. JBC set barricades on SH 29 and slip formed ribbon curb on Wolf Ranch. The contractor continued excavating and placing embankment and flexible base on SH 29. Subcontractor Austin Traffic Signal installed 2-inch and 3-inch electrical conduit.



Design Engineer: LJA
Contractor: Joe Bland Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = $4,288,543.00

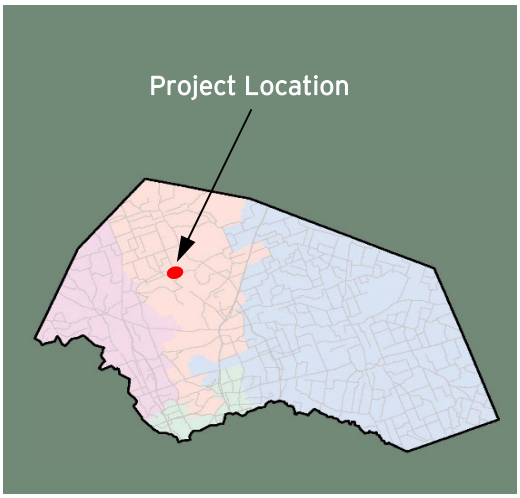
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022				239		239

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/29/2022	8/31/2022	3	$77,542.20	$77,542.20	$8,615.80	$8,615.80	2	1
2	9/1/2022	9/30/2022	30	$126,769.50	$204,311.70	$14,085.50	$22,701.30	5	14
3	10/1/2022	10/31/2022	31	$460,653.35	$664,965.05	$51,183.71	$73,885.01	17	27
4	11/1/2022	11/30/2022	30	$148,852.80	$813,817.85	$16,539.20	$90,424.21	21	39
5	12/1/2022	12/31/2022	31	$180,500.40	$994,318.25	$20,055.60	$110,479.81	26	52
6	1/1/2023	1/31/2023	31	$308,200.50	$1,302,518.75	$34,244.50	$144,724.31	34	65

2/28/2023 Comments - Contractor continues excavating drainage ditches, placing flex base, and placing concrete shared-used-path, ribbon curb, curb and gutter, and concrete median throughout the project.

Adjusted Price = $4,288,543.00





CR 245 Reconstruction
(North of RM 2338 to Ronald Reagan Boulevard)

Project Length: 0.962 Miles
Roadway Classification: Suburban Arterial

Project Schedule: January 2023 - March 2024
Estimated Construction Cost: $6.97 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: Subcontractor BMP set up perimeter barricades and started installing silt fence on north end of project.

2/10/2023: Subcontractor BMP installed silt fence on north end of project.

2/17/2023: Joe Bland (JBC) removed existing fences and began preparing right-of-way by removing trees along the east side of roadway.

2/24/2023: JBC continued preparing right-of-way by removing existing fences, trees and brush. JBC began stripping topsoil at the north end of project. JBC potholed for existing utilities. Message boards were placed at both ends of project that announced that the upcoming road closure begins on 3/6/23. Subcontractor BMP began installing silt fences in areas along the right-of-way along the west side of job. Subcontractor Austin Wood began mulching trees and brush.



Design Engineer: Bridgefarmer
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 245 Extension
Project No. 23IFB12

Original Contract Price = $6,969,195.21

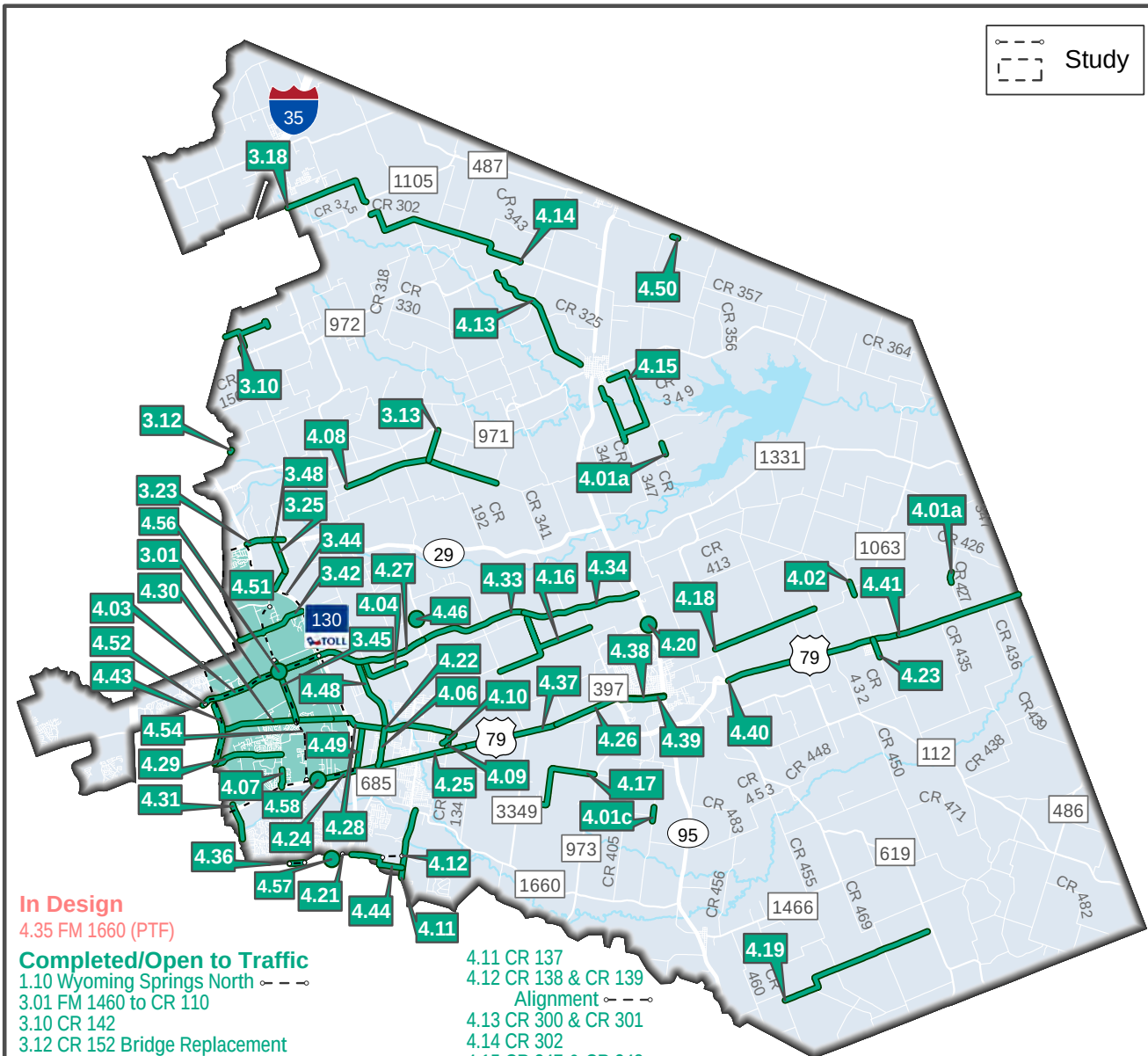
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/6/2022	12/13/2022	2/1/2023	2/10/2023				423		423

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$143,464.59	$143,464.59	$15,940.51	$15,940.51	2	4

2/28/2023 Comments - Notice to Proceed was issued on 2/1/23 with time charges starting on 2/10/23. The Contractor began preparing right-of-way, excavating and hauling off material and began establishing ditch lines on both sides of the bridge.

Adjusted Price = $6,969,195.21

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



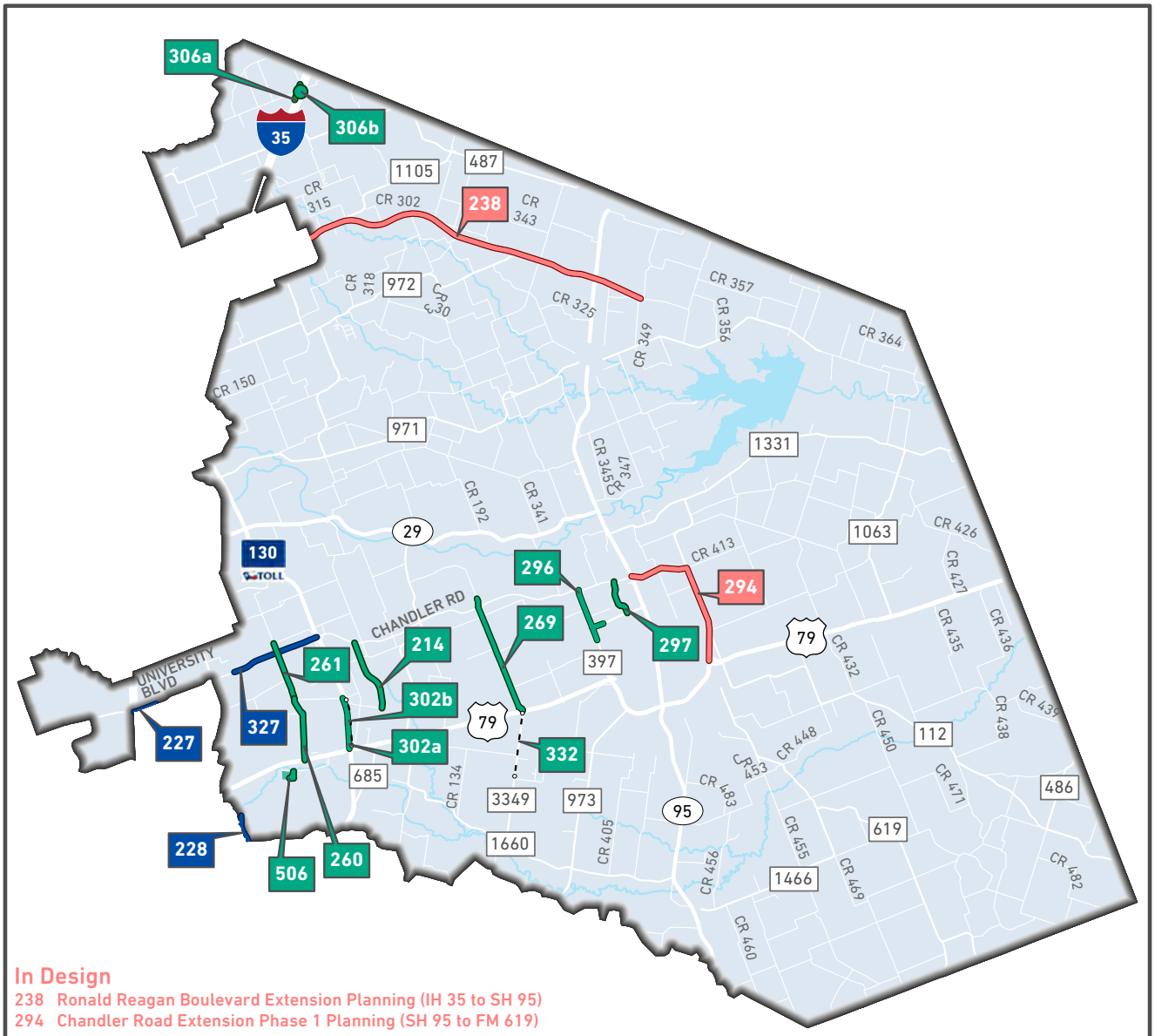
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

1.10 Wyoming Springs North
3.01 FM 1460 to CR 110
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 Planning (SH 95 to FM 619)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

Completed/Open to Traffic
214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
269 CR 101 (US 79 to North of Chandler Road)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

Study

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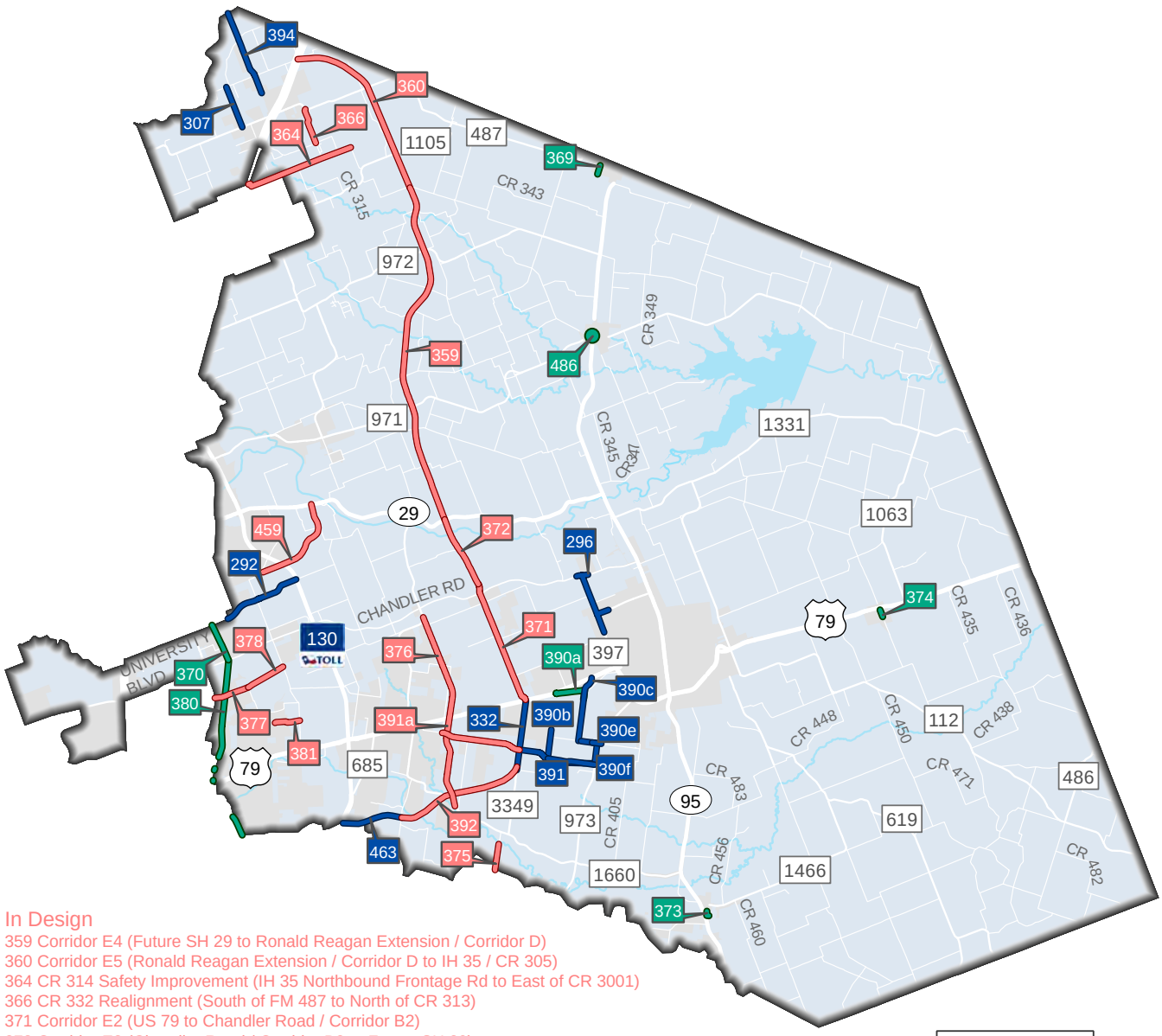
2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

359 Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D)
360 Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
371 Corridor E2 (US 79 to Chandler Road / Corridor B2)
372 Corridor E3 (Chandler Road / Corridor B2 to Future SH 29)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
391a CR 132 Realignment
392 Southeast Loop Segment 2, Phase 1 (CR 137 to CR 404)
459 Southeast Inner Loop Extension (Corridor C)
(Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G. Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
390f Samsung Highway (Future County Road)
(CR 404 to FM 973)
391 CR 404 Realignment (CR 404 to FM 3349)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
463 Southeast Loop Segment 1, Phase 1
(Corridor E1) (CR 138 to CR 137)

Completed/Open to Traffic

369 Bartlett Project (Cotrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
373 Coupland Street Project (S. Broad & Muery Streets)
380 MoKan (University Boulevard to SH 45)
390a CR Improvements and Paving (CR401, CR402, CR404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
374 Thrall Street Project - S. Bounds Street
486 Granger Project (Davilla Street Culvert)
(Davilla Street to N Walton Street)

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/10/2019	11/5/2019	6/26/2020	7/6/2020	3/1/2022			540	64	604

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	3
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	9
3	8/31/2020	9/23/2020	24	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	21	13
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	26	19
5	10/26/2020	11/29/2020	35	$424,017.36	$3,461,149.90	$47,113.04	$384,572.21	30	24
6	11/30/2020	12/27/2020	28	$709,323.98	$4,170,473.88	$78,813.77	$463,385.98	36	29
7	12/28/2020	1/27/2021	31	$294,970.38	$4,465,444.26	$32,774.49	$496,160.47	38	34
8	2/1/2021	2/28/2021	28	$293,948.14	$4,759,392.40	$32,660.91	$528,821.38	41	39
9	3/1/2021	3/31/2021	31	$367,172.81	$5,126,565.21	$40,796.97	$569,618.35	44	44
10	4/1/2021	4/30/2021	30	$421,691.16	$5,548,256.37	$46,854.58	$616,472.93	47	49
11	5/1/2021	5/31/2021	31	$703,963.56	$6,252,219.93	$78,218.17	$694,691.10	53	54
12	6/1/2021	6/30/2021	30	$348,806.38	$6,601,026.31	$38,756.27	$733,447.37	56	59
13	7/1/2021	7/31/2021	31	$450,541.31	$7,051,567.62	$50,060.14	$783,507.51	60	64
14	8/1/2021	8/31/2021	31	$759,767.66	$7,811,335.28	$84,418.63	$867,926.14	67	69
15	9/1/2021	9/30/2021	30	$572,768.63	$8,384,103.91	$63,640.96	$931,567.10	71	74
16	10/1/2021	10/31/2021	31	$731,491.99	$9,115,595.90	-$451,798.89	$479,768.21	74	79
17	11/1/2021	11/30/2021	30	$496,699.04	$9,612,294.94	$26,142.05	$505,910.26	78	84
18	12/1/2021	12/31/2021	31	$786,832.47	$10,399,127.41	$41,412.24	$547,322.50	84	89
19	1/1/2022	1/31/2022	31	$168,386.88	$10,567,514.29	$8,862.46	$556,184.96	85	95
20	2/1/2022	2/28/2022	28	$662,254.39	$11,229,768.68	$34,855.50	$591,040.46	91	99
21	3/1/2022	3/31/2022	1	$174,865.08	$11,404,633.76	$9,203.42	$600,243.88	92	99
22	4/1/2022	4/30/2022	0	$427,447.18	$11,832,080.94	-$358,772.84	$241,471.04	93	100
23	5/1/2022	5/31/2022	0	$58,135.36	$11,890,216.30	$1,186.44	$242,657.48	93	100
24	6/1/2022	6/30/2022	0	$1,755.09	$11,891,971.39	$35.81	$242,693.29	93	100
25	7/1/2022	7/31/2022	0	$1,665.44	$11,893,636.83	$33.99	$242,727.28	93	100
26	8/1/2022	9/30/2022	0	$36,850.58	$11,930,487.41	$752.05	$243,479.33	93.4	100
27	10/1/2022	12/31/2022	0	$135,140.50	$12,065,627.91	$2,757.97	$246,237.30	94.5	100

2/28/2023 Comments - Conciliating final contract quantities with the contractor, final balancing change order in process, coordinating final acceptance with the contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2021	$ 139,570.57	$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2021	$ 87,600.15	$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

Change Order Number	Approved	Cost This CO	Total COs
03	9/28/2021	$ 81,281.83	$ 308,452.55

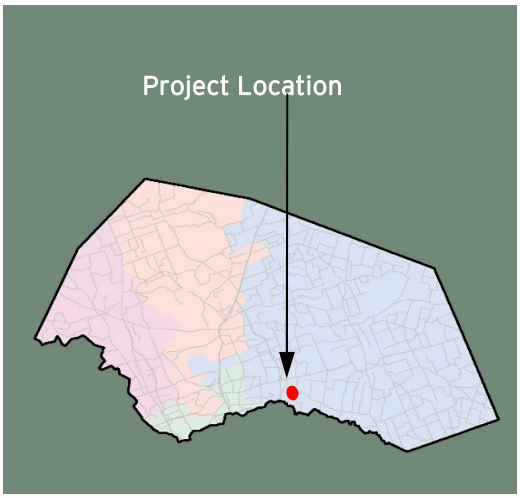
3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

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

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Adjusted Price = $13,034,774.74





Southeast Loop Segment 1, Phase 1
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - Summer 2023
Estimated Construction Cost: $11.9 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: James Construction (JCG) prepared the bridge slabs for the crash cushion installation.

2/10/2023: JCG began repair procedures on the C 221 rail at the Tributary Bridge and continued placing concrete ditches.

2/17/2023: JCG began repair procedures on the C 221 rail at the SCS Pond 21 Bridge. Subcontractor TEM seeded and blanketed topsoil throughout the project.

2/24/2023: JCG continued repair procedures on the C221 rail at the SCS Pond 21 Bridge. JCG formed and poured riprap and sidewalk at MSE Wall 2 and poured the crash cushion pads for both bridges. Subcontractor JB Pinnacle formed the remaining C221 and SSTR rail for both bridges and all MSE walls.



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

Williamson County
Road Bond Program

HNTB

Project Name: Southeast Loop Segment 1, Phase 1
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	24	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	27	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	35	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	42	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	47	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	52	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	57	68
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	63	73
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	72	79
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	76	84
16	11/1/2022	11/30/2022	30	$625,071.12	$9,192,300.22	$32,898.48	$483,805.28	81	90
17	12/1/2022	12/31/2022	31	$290,510.48	$9,482,810.70	$15,290.02	$499,095.30	84	95
18	1/1/2023	1/31/2023	31	$55,998.20	$9,538,808.90	$2,947.27	$502,042.57	84.2	101
19	2/1/2023	2/28/2023	28	$161,923.99	$9,700,732.89	$8,522.32	$510,564.89	85.6	106

2/28/2023 Comments - Concrete barrier, concrete and rock riprap, and installation of environmental measures continue.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	$177,807.96	399,525.70

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Adjusted Price = $11,926,314.79

Project Name: Coupland (S. Broad and Muery St.) Project
Project No. 21IFB20

Original Contract Price = $519,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/13/2021	10/27/2021	3/25/2022	4/5/2022	6/15/2022			96		96

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/5/2022	7/8/2022	72	$284,289.95	$284,289.95	$31,587.77	$31,587.77	70	75
2	9/9/2022	9/23/2022	0	$156,134.52	$440,424.47	-$22,599.52	$8,988.25	99.7	75
3	9/24/2022	2/16/2023	0	$10,533.28	$450,957.75	-$8,988.25	$0.00	100	75

2/28/2023 Comments - Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2022	$ (68,961.25)	$ (68,961.25)

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also revises the pavement section and adds drainage improvements along Broad and Muery Street.

Adjusted Price = $450,957.75

Project Name: Bartlett Project - Cotrell Street
Project No. 21IFB16

Original Contract Price = $419,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/6/2021	10/20/2021	11/10/2021	11/20/2021	2/18/2022	4/21/2022		70	21	91

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/20/2021	2/18/2022	91	$366,507.14	$366,507.14	$40,723.02	$40,723.02	98	100
2	2/19/2022	5/13/2022	0	$41,927.61	$408,434.75	-$32,387.62	$8,335.40	100.0	100
3	5/13/2022	2/16/2023	0	$8,335.40	$416,770.15	-$8,335.40	$0.00	100	100

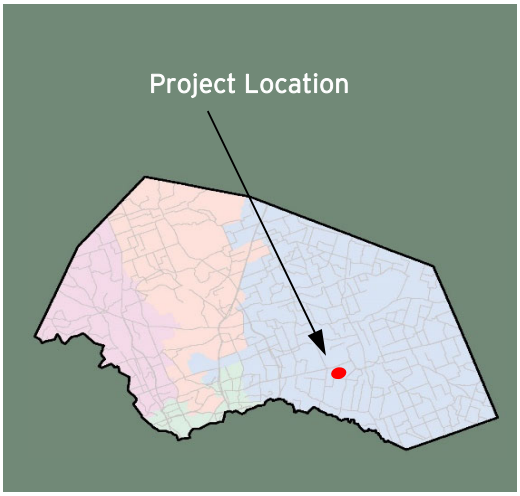
1/31/2023 Comments - Coordinating final pay request and paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	$ (3,148.85)	$ (3,148.85)

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. New items are being added to pay the contractor for removal of existing driveway pipe and installation of new driveway pipe.

Adjusted Price = $416,770.15





CR 401 Reconstruction

Project Length: 1.253 Miles
Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2023
Estimated Construction Cost: $13.5 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: James Construction (JCG) continued placing flexible base at the south end of the project for Phase 2. Subcontractor Sexton continued pushing the water line through the encasement by the Mustang Creek Tributary.

2/10/2023: JCG placed panels for Phase 2 construction of the Mustang Creek Tributary Bridge. JCG continued placing flexible base at the south end of the project. Subcontractor Sexton continued pushing the water line through the encasement by the Mustang Creek Tributary.

2/17/2023: JCG continued placing panels for Phase 2 construction of the Mustang Creek Tributary Bridge. JCG continued placing flexible base at the south end of the project. Subcontractor Sexton continued pushing the water line through the encasement by the Mustang Creek Tributary.

2/24/2023: JCG completed placing steel and poured the bridge deck for Phase 2 of the Mustang Creek Tributary Bridge. Subcontractor Sexton completed placing the thrust blocks and backfilling the bore pits for the crossing under the Mustang Creek Tributary. Sexton continued to place the 18-inch water line along the east right-of-way from the Mustang Creek Tributary heading south. Sexton began excavating the bore pit for the encasement and the waterline to go under US 79.



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

Williamson County
Road Bond Program

HNTB

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022				505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	18	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	23	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	26	28
6	9/1/2022	9/30/2022	30	$784,682.38	$3,901,197.54	$87,186.93	$433,466.39	32	35
7	10/1/2022	10/31/2022	31	$776,738.57	$4,677,936.11	$86,304.29	$519,770.68	38	42
8	11/1/2022	11/30/2022	30	$875,684.24	$5,553,620.35	$97,298.25	$617,068.93	46	49
9	12/1/2022	12/31/2022	31	$422,000.74	$5,975,621.09	$46,888.97	$663,957.90	49	56
10	1/1/2023	1/31/2023	31	$616,120.11	$6,591,741.20	$68,457.79	$732,415.69	54	63
11	2/1/2023	2/28/2023	28	$598,319.58	$7,190,060.78	$66,479.95	$798,895.64	59	70

2/28/2023 Comments - Contractor placed flex base for the new CR 401 S of the Mustang Creek Tributary Bridge; placed bent caps and abutments, set beams and Bridge deck for Phase 2 of the bridge over the Mustang Creek Tributary Bridge.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	$ 214,351.37	$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Change Order Number	Approved	Cost This CO	Total COs
04	2/28/2023	$ 188,826.95	$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Adjusted Price = $13,504,094.78

Project Name: CR 404 Hutto Water Line HDPE Pipe
Project No. 22IFB96

Original Contract Price = $1,862,199.25

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
5/2/2022	5/10/2022	5/13/2022	5/23/2022	9/30/2022	10/4/2022		30	105	135

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/23/2022	5/31/2022	9	$1,435,719.80	$1,435,719.80	$75,564.20	$75,564.20	81	7
2	6/1/2022	6/30/2022	30	$115,763.68	$1,551,483.48	$6,092.83	$81,657.03	88	29
3	7/1/2022	7/31/2022	31	$91,900.31	$1,643,383.79	$4,836.85	$86,493.88	93	52
4	8/1/2022	8/31/2022	31	$93,601.60	$1,736,985.39	$4,926.40	$91,420.28	98	75
5	9/1/2022	9/30/2022	30	$8,353.90	$1,745,339.29	$439.68	$91,859.96	99	97
6	10/1/2022	10/31/2022	4	$55,115.98	$1,800,455.27	-$55,115.97	$36,743.99	99	100
7	11/1/2022	12/31/2022	0	$21,679.55	$1,822,134.82	$442.44	$37,186.43	100%	100

2/28/2023 Comments - Coordinating close out paperwork with the contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	12/21/2022	-2,878.00	-2,878.00

3F. County Convenience. Additional work desired by the County. This Change Order creates an item to reimburse the Contractor for the additional bond premium paid to comply with the City of Hutto bond requirements. Additionally, there will be one hundred five days added to the contract to administratively match the date of the Contractor's request for Substantial Completion. The HDPE pipe was delivered per the contract requirements but the letter requesting Substantial Completion was submitted late.

Adjusted Price = $1,859,321.25

Project Name: CR 404 Hutto Water Line Realignment
Project No. T5045

Original Contract Price = $2,897,639.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/25/2021	9/14/2021	5/13/2022	5/23/2022	10/4/2022			65	66	131

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/12/2022	2/6/2022	0	$49,500.00	$49,500.00	$5,500.00	$5,500.00	2	0
2	2/7/2022	4/30/2022	0	$144,305.28	$193,805.28	$16,033.92	$21,533.92	7	0
3	5/23/2022	6/30/2022	39	$397,058.96	$590,864.24	$44,117.66	$65,651.58	20	30
4	7/1/2022	7/31/2022	31	$817,451.13	$1,408,315.37	$90,827.91	$156,479.49	48	53
5	8/1/2022	8/31/2022	31	$939,288.59	$2,347,603.96	-$32,921.39	$123,558.10	76	77
6	9/1/2022	9/30/2022	30	$437,512.66	$2,785,116.62	$23,026.99	$146,585.09	90	100
7	10/1/2022	10/31/2022	0	$215,612.00	$3,000,728.62	$11,348.00	$157,933.09	97	100
8	11/1/2022	11/30/2022	0	$229,003.10	$3,229,731.72	-$92,020.20	$65,912.89	101	100

2/28/2023 Comments - Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2022	$ (232,550.27)	$ (232,550.27)

3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract and will be bid under a separate Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	7/12/2022	$ 625,239.52	$ 392,689.25

3F. County Convenience. Additional work desired by the County. This Change Order adds the relocation of the Jonah Water line along CR 401 that is currently in conflict with the CR 401 Reconstruction project. It is necessary to add this scope to this Contract, in order to meet Samsung's deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	11/22/2022	$ 47,778.00	440,467.25

2G. Unadjusted utility (unforeseeable). This Change Order adds the installation of a temporary bypass water line to avoid conflict of the proposed drill shafts for the bridge at Mustang Creek Tributary 2.

Change Order Number	Approved	Cost This CO	Total COs
04	12/6/2022	$ 89,204.91	529,672.16

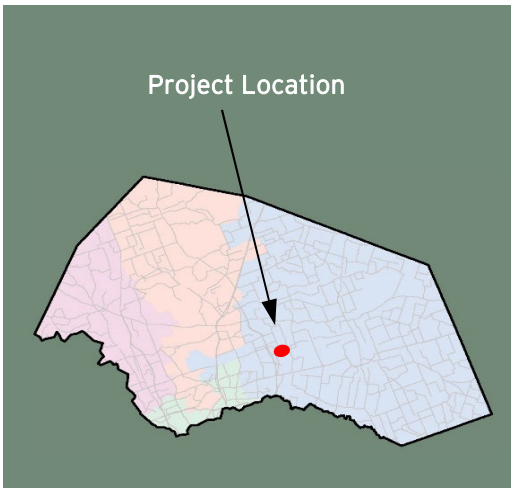
2I: Additional safety needs (unforeseeable). This Change Order is to pay the Contractor for performing flagging and monitoring operations while jacking and boring an encasement pipe with a water line carrier pipe underneath the Union Pacific Rail Road (UPRR) tracks. Flagging and track monitoring is required by UPRR, when there is work in or under their Right of Way.

Change Order Number	Approved	Cost This CO	Total COs
05	12/14/2022	$ (155,246.74)	374,425.42

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds line stops, gate valves, and open cutting for encasement to allow for an easier transition from the old water line to the new water line.

Adjusted Price = $3,272,064.42





Samsung Highway (Future County Road)
(CR 404 to FM 973)

Project Length: 1.466 Miles
Roadway Classification: Rural Major Collector

Project Schedule: August 2022 - Fall 2023
Estimated Construction Cost: $11.3 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: No work was performed due to the inclement weather.

2/10/2023: Chasco began preparing beams for deck placement. Chasco poured concrete for shear keys at the Boggy Creek Tributary Bridge.

2/17/2023: Chasco continued preparing beams for deck placement. Chasco began placing concrete panels on the Boggy Creek Tributary Bridge.

2/24/2023: Chasco continued placing concrete panels and overhang forms on the Boggy Creek Tributary Bridge. The contractor placed the remaining 27 bridge beams on span 6, 7 and 8. The contractor resumed placing lime slurry from the west end of the bridge to CR 404.



Design Engineer: HNTB
Contractor: Chasco
Construction Observation:
Bruce Williams, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)
Project No. 22IFB126

Original Contract Price = $11,289,929.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/12/2022	7/19/2022	8/5/2022	8/15/2022				413		413

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/15/2022	9/27/2022	44	$415,099.80	$415,099.80	$46,122.20	$46,122.20	4	11
2	9/28/2022	10/31/2022	34	$1,256,916.42	$1,672,016.22	$139,657.38	$185,779.58	16	19
3	11/1/2022	11/30/2022	30	$529,743.42	$2,201,759.64	$58,860.38	$244,639.96	22	26
4	12/1/2022	12/31/2022	31	$196,710.30	$2,398,469.94	$21,856.70	$266,496.66	24	34
5	1/1/2023	1/31/2023	31	$942,884.78	$3,341,354.72	$104,764.98	$371,261.64	33	41

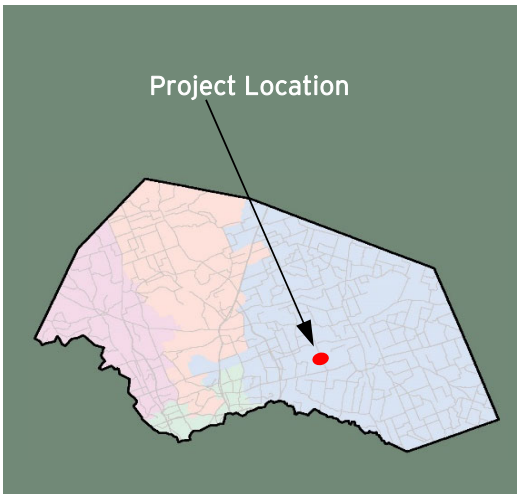
2/28/2023 Comments - Contractor placed pre-cast concrete panels and overhangs on the Boggy Creek Tributary Bridge and continued lime stabilization of subgrade.

Change Order Number	Approved	Cost This CO	Total COs
01	1/24/2023	41,260.00	41,260.00

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.

Adjusted Price = $11,331,189.00





FM 3349 at US 79
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $81.9 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: James Construction (JCG) continued grading and removing spoils at various locations on the project. JCG removed forms for columns 2-5 on Bent 4 of southbound FM 3349.

2/10/2023: JCG formed and poured columns 1-5 for Bent 12 of the northbound FM 3349 bridge. Subcontractor GK continued tying column rebar cages for the northbound and southbound FM 3349 bridges.

2/17/2023: JCG formed and poured columns 1-5 for Bent 12 of the northbound FM 3349 bridge. Subcontractor GK continued tying column rebar cages for the northbound and southbound FM 3349 bridges.

2/24/2023: JCG began cutting subgrade at the westbound US 79 bridge and Jug Handle intersection. JBC processed subgrade for at the Boggy Creek Tributary Bridge and Jug Handle. The contractor continued dewatering of pond at Boggy Creek. Surveyors began checking elements of the bridge structures, setting monuments on CR 101, FM 3349, and westbound US 79. Patin Construction began excavating and the installation of steel casing at Jug Handle and the westbound US 79 intersection. Subcontractor Fuqua Environmental began installing soil retention logs at Jug Handle.



Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: FM 3349 at US 79
Project No. 22IFB139

Original Contract Price = $81,941,038.13

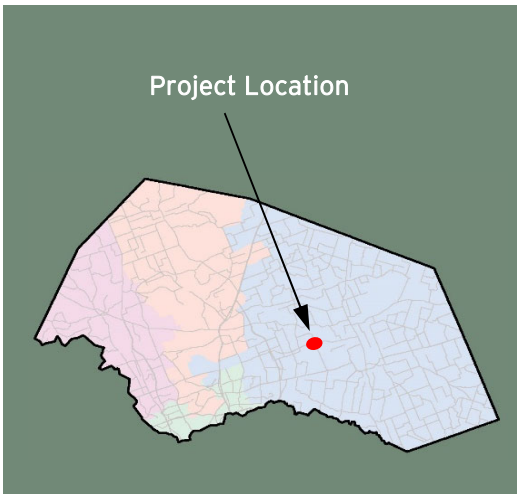
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/26/2022	11/25/2022	31	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	11	9

2/28/2023 Comments - Contractor completed drill shafts and started placing concrete columns and bent caps for the northbound and southbound frontage road bridges over US79. Roadway excavation for NB frontage road and Jughandle Rd continued.

Adjusted Price = $81,941,038.13





CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Boulevard)

Project Length: 2.751 Miles
Roadway Classification: Rural Arterial

Project Schedule: January 2023 - Summer 2024
Estimated Construction Cost: $17.7 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: No work was performed due to the inclement weather all week.

2/10/2023: No work was performed due to the inclement weather all week.

2/17/2023: Austin Wood completed removal of the trees. JCG completed removal of the fence post and began preparation for stripping topsoil. Survey for the Chandler Road existing pavement was completed and submitted.

2/24/2023: James Construction began stripping and stockpiling topsoil on the north and south sections of the project.



Design Engineer: Garver
Contractor: James Construction
Construction Observation:
Mario Gonzalez, HNTB

Williamson County
Road Bond Program

HNTB

CR 366 (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138

Original Contract Price = $17,694,262.46

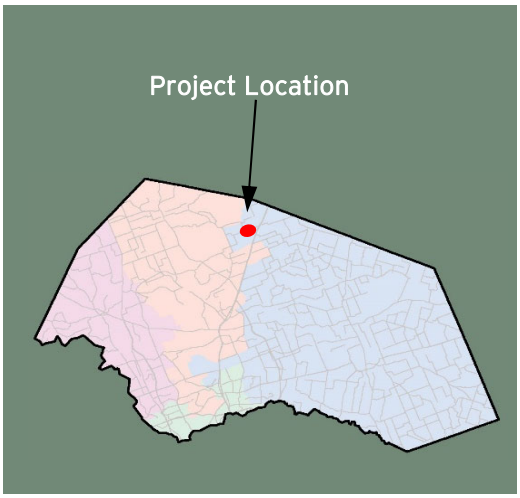
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/6/2023	2/28/2023	54	$1,184,919.53	$1,184,919.53	$131,657.73	$131,657.73	7	10

2/28/2023 Comments - The Contractor continued preparation of right-of-way and stripping and stockpiling topsoil on the north and south sections of the project.

Adjusted Price = $17,694,262.46





Bud Stockton Extension
(CR 305 to FM487)

Project Length: 1.78 Miles
Roadway Classification: Rural Arterial

Project Schedule: Early 2023 - Fall 2023
Estimated Construction Cost: $5.9 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: Work was limited due to inclement weather.

2/10/2023: Cash Construction had a survey crew on site to mark right-of-way and install silt fence along the right-of-way.

2/17/2023: Groundbreaking Ceremony was held on 2/16/23. Cash Construction continued to survey, mark right-of-way and install silt fence along the right-of-way. Subcontractor BMP installed silt fence along FM 487 and by the high school.

2/24/2023: Cash Construction began excavating on the south end to prepare for lime treatment of subgrade. Cash began to excavate ditch lines along the east side of the right-of-way. Subcontractor Woolery began installing permanent fence that ties into the existing fence along CR 305 and running south along the right-of-way. Subcontractor Woolery began installing temporary fence around the existing pond. Subcontractor Badger potholed at the FM 487 and CR 305 intersections for existing utilities.



Design Engineer: Pape-Dawson
Contractor: Cash Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

Bud Stockton Extension (CR 305 to FM 487)
Project No. 23IFB13

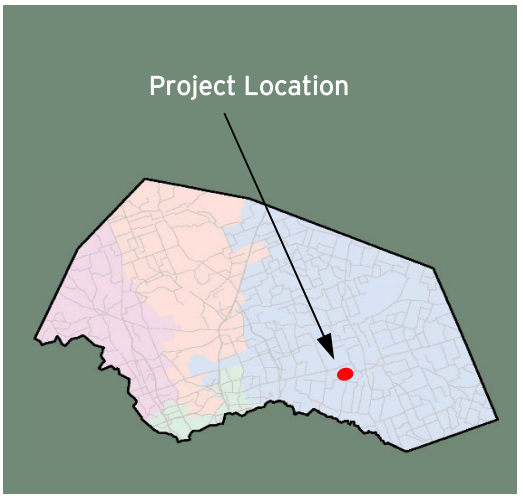
Original Contract Price = $5,917,275.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023			177		177

2/28/2023 Comments - The Contractor excavated and established ditches along the roadway, removed and hauled off trees, and started preparation of subgrade for lime stabilization.

Adjusted Price = $5,917,275.00





CR 404 at FM 973 Improvements

Project Length: 1.477 Miles
Roadway Classification: Rural Minor Arterial

Project Schedule: Early 2023 - Summer 2023
Estimated Construction Cost: $4.6 Million



FEBRUARY 2023 IN REVIEW

2/3/2023: Jordan Foster continued sending material submittals for the project.

2/10/2023: The traffic control subcontractor set project signs and barricades, in preparation for construction to begin next week.

2/17/2023: Jordan Foster began excavating for the widening on the west side of CR 404. The traffic control subcontractor set project signs and barricades in preparation for construction to begin.

2/24/2023: Jordan Foster completed excavation and continued processing subgrade for the widening on west CR 404. The underground crew set the drainage pipe for Culvert D across FM 973 just south of CR 404.



Design Engineer: HNTB
Contractor: Jordan Foster Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 404 at FM 973
Project No. 23IFB6

Original Contract Price = $4,622,143.93

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/22/2022	12/6/2022	2/1/2023	2/10/2023				150		150

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$358,668.36	$358,668.36	$39,852.04	$39,852.04	9	13

2/28/2023 Comments - Notice to Proceed was issued on 2/1/23 with time charges starting on 2/10/23. The Contractor processed subgrade, milled asphalt, potholed for utilities, and excavated CR 404 to accomodate new roadway structural section.

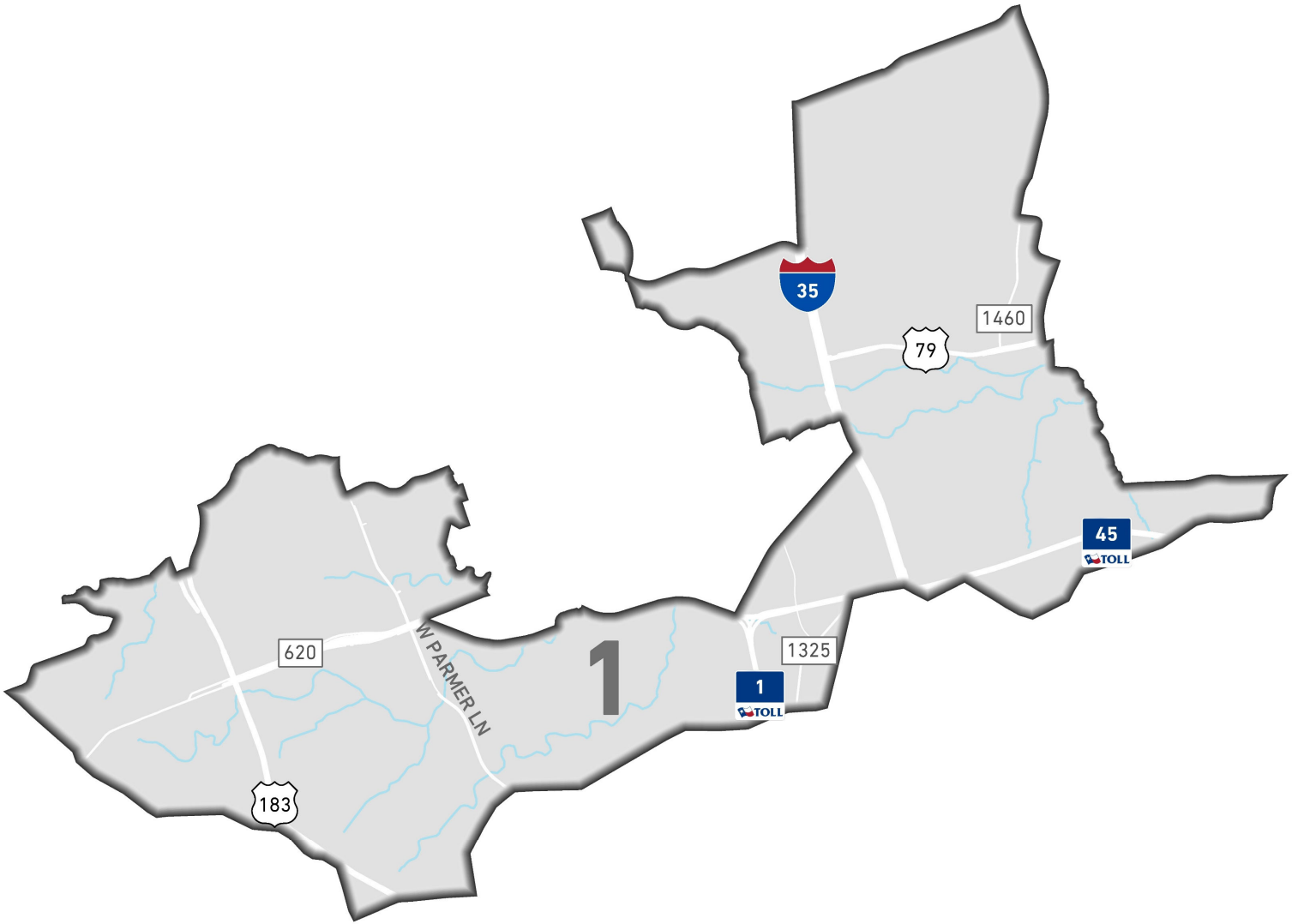
Adjusted Price = $4,622,143.93

Williamson County Commissioners Court

Road Bond Program

March 21, 2023

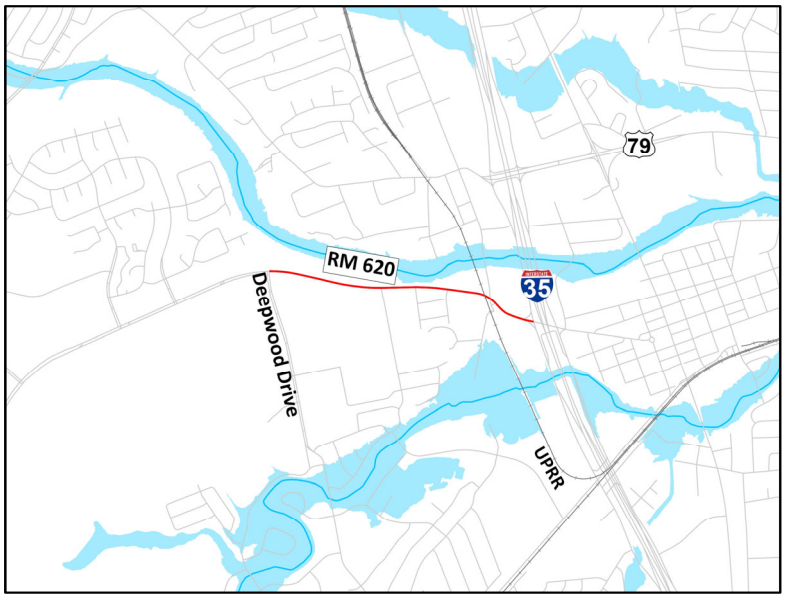
Precinct 1



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

Anticipated Completion

Fall 2023



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

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



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

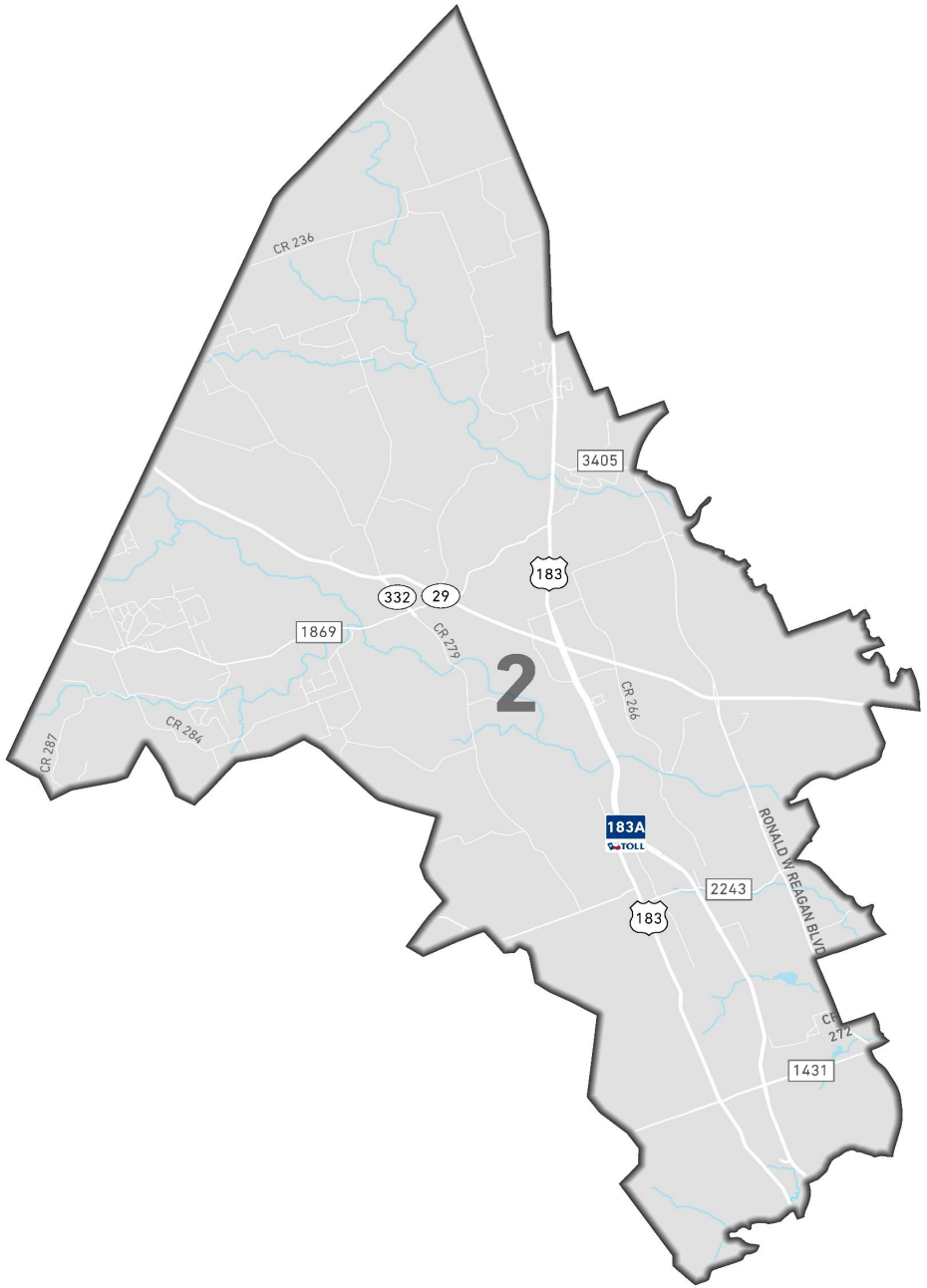


RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



WILLIAMSON COUNTY
1848

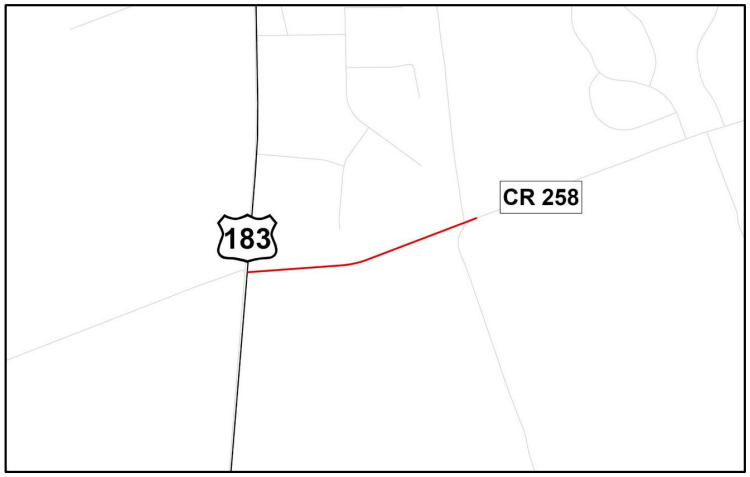
Precinct 2



CR 258 Extension

Anticipated Completion

January 2024



Original Contract Price = $5,836,754.36

Total Change Orders to Date = $422,565.69

Adjusted Contract Price = $6,259,320.05

Expenditures to Date = $1,163,855.31 (19%)

CR 258 Extension



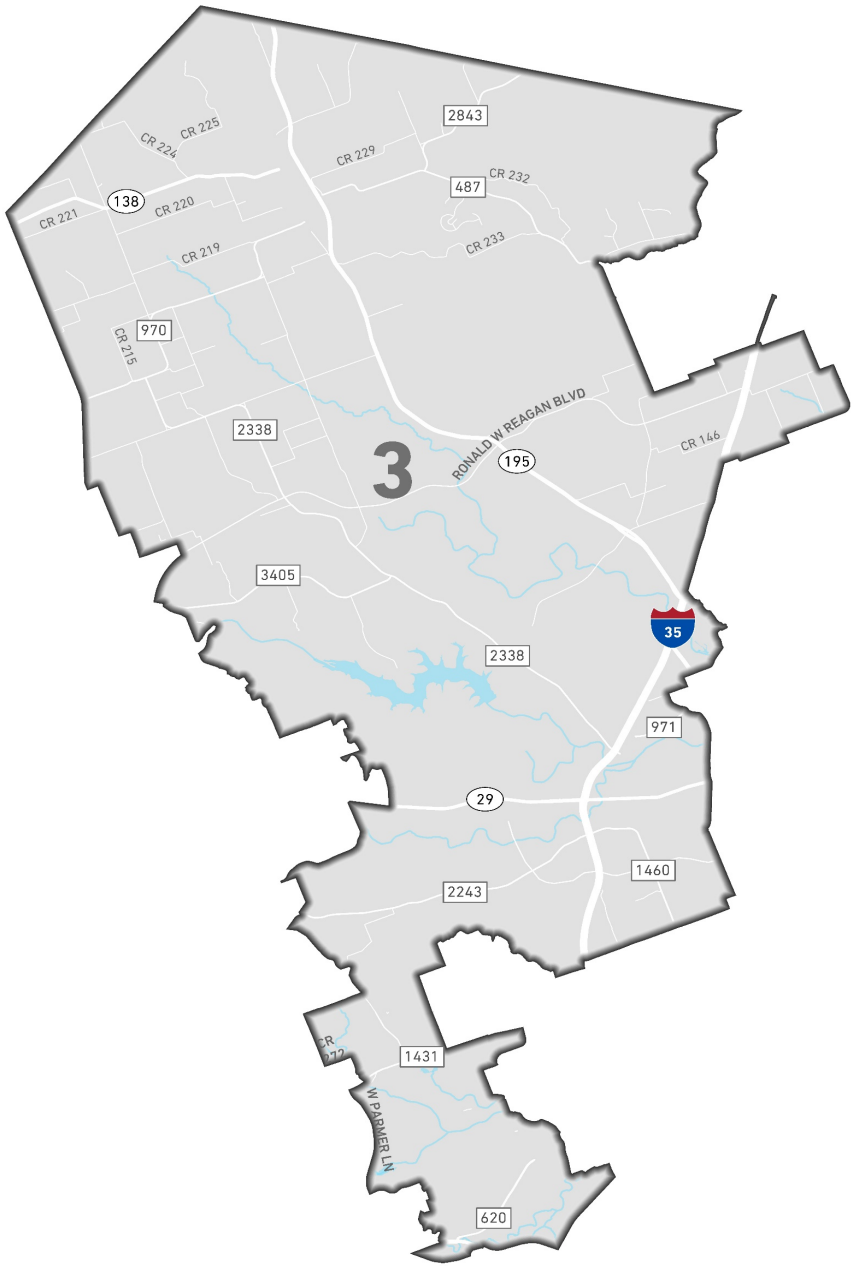
CR 258 Extension



CR 258 Extension



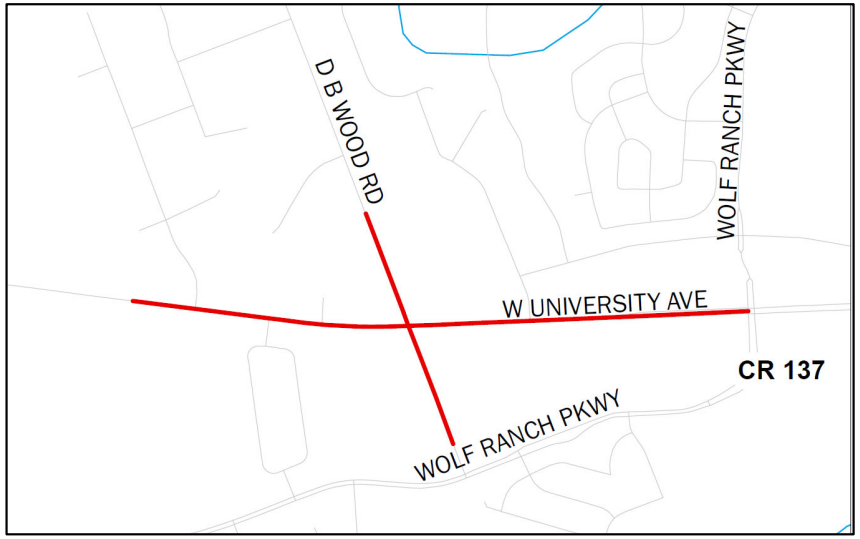
Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

SH 29
(DB Wood Intersection)

Anticipated Completion

Spring 2023



Partnership TxDOT

Original Contract Amount = $5,548,287.93

Construction is managed by TxDOT

SH 29
(DB Wood Intersection)



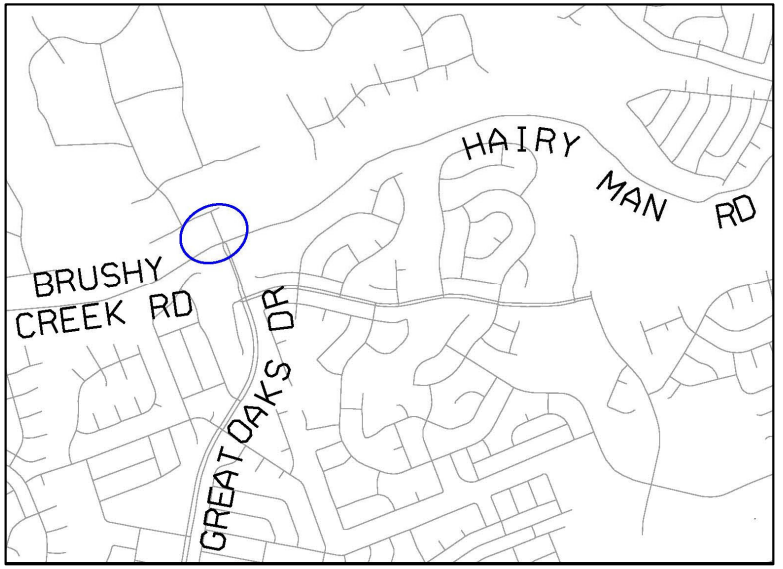
SH 29
(DB Wood Intersection)



Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $129,722.12

Adjusted Contract Price = $10,710,356.23

Expenditures to Date = $7,075,335.86 (66%)

Great Oaks Bridge at Brushy Creek



Great Oaks Bridge at Brushy Creek



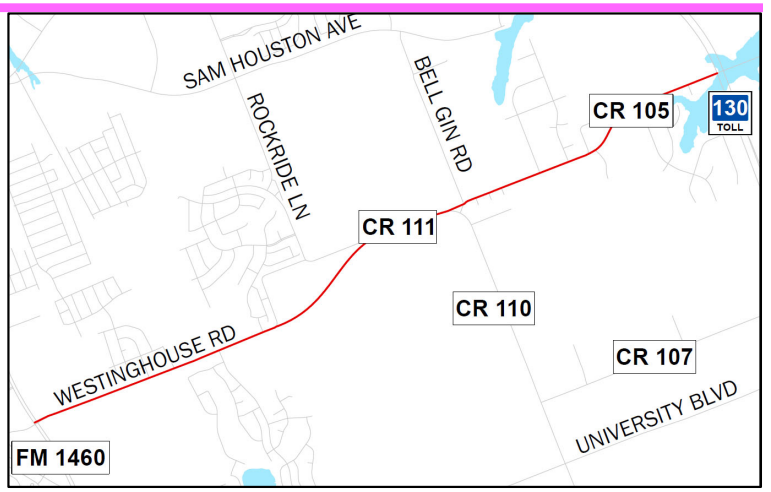
Great Oaks Bridge at Brushy Creek



CR 111 Westinghouse Road

Anticipated Completion

Spring 2024



Original Contract Price = $21,024,332.88

Total Change Orders to Date = $1,085,426.30

Adjusted Contract Price = $22,109,759.18

Expenditures to Date = $12,100,807.32 (55%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road



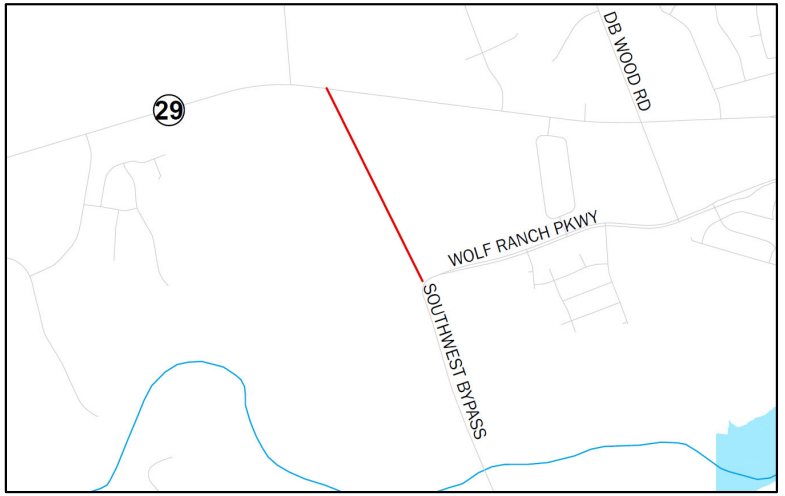
CR 111 Westinghouse Road



Southwest Bypass Extension

Anticipated Completion

Summer 2023



Original Contract Price = $4,288,543.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $4,288,543.00

Expenditures to Date = $1,447,243.06 (34%)

Southwest Bypass Extension



Southwest Bypass Extension



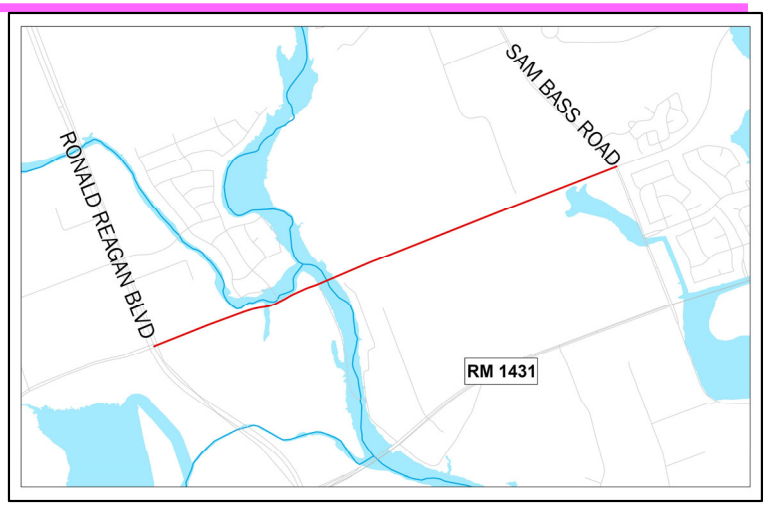
Southwest Bypass Extension



New Hope Drive Phase 2A

Anticipated Completion

Spring 2024



Partnership with the City of Cedar Park

Original Contract Amount = $22,619,961.16

Construction is managed by the City of Cedar Park

New Hope Drive Phase 2A



New Hope Drive Phase 2A



New Hope Drive Phase 2A



CR 245 Reconstruction

Anticipated Completion

Spring 2024

Original Contract Price = $6,969,195.21

Total Change Orders to Date = $0.00

Adjusted Contract Price = $ 6,969,195.21

Expenditures to Date = $159,405.10 (2%)

CR 245 Reconstruction



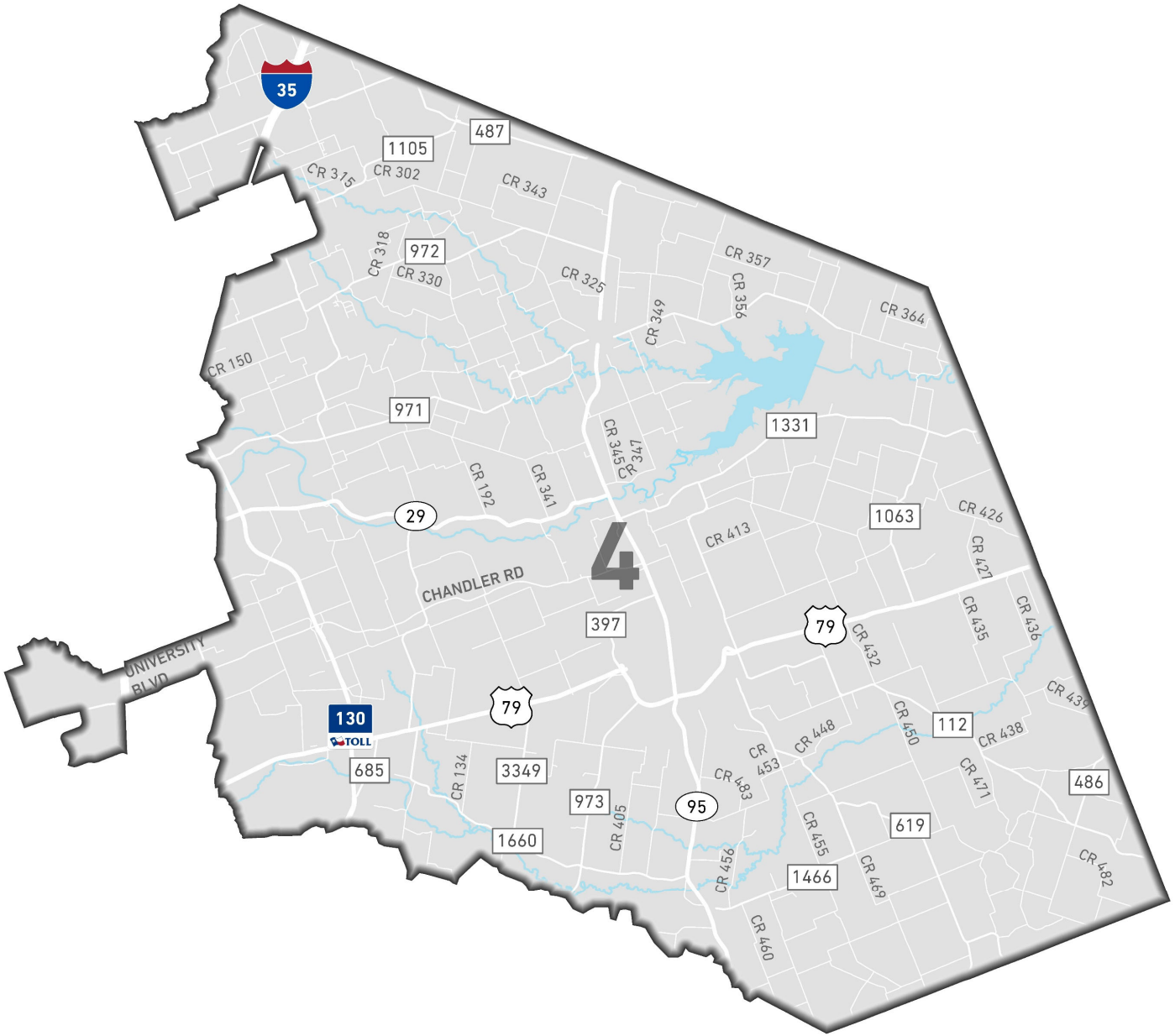
CR 245 Reconstruction



CR 245 Reconstruction



Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
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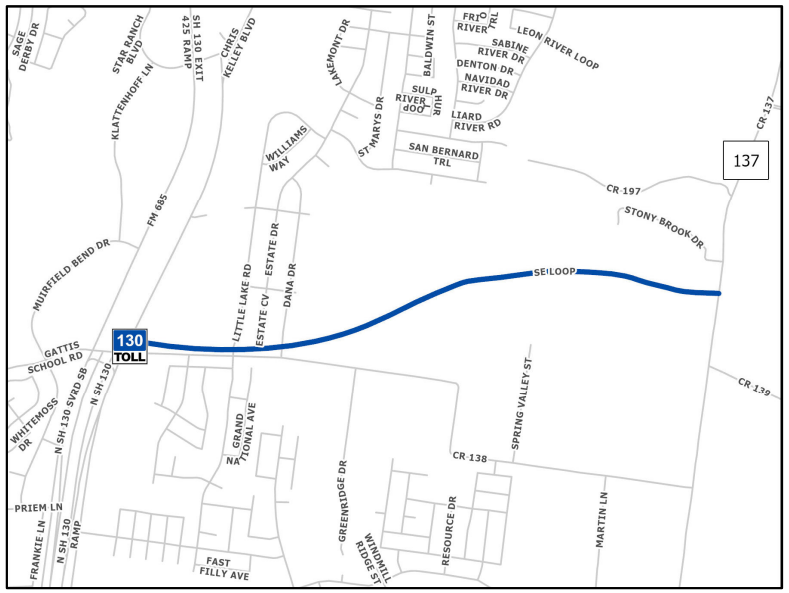
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 431
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
CR 405
95
486
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Summer 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $221,717.74

Adjusted Contract Price = $11,748,506.83

Expenditures to Date = $10,211,297.78 (87%)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



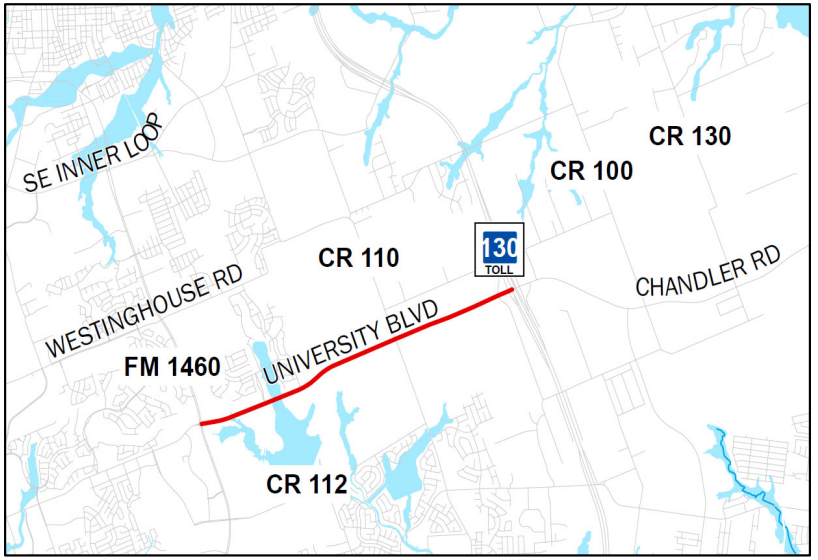
Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



University Boulevard Expansion (Chandler Road)

Anticipated Completion

Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

Construction is managed by the City of Round Rock

University Boulevard Expansion (Chandler Road)



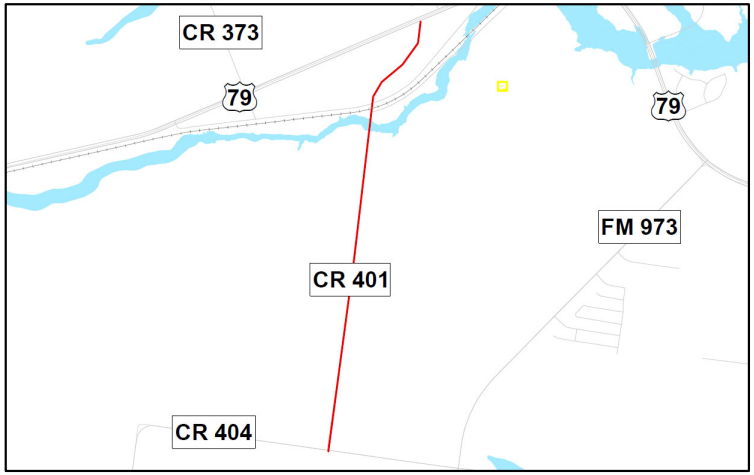
University Boulevard Expansion (Chandler Road)



CR 401 Reconstruction

Anticipated Completion

Summer 2023



Original Contract Amount = $12,673,200.94

Total Change Orders = $830,893.84

Adjusted Contract Price = $ 13,504,094.78

Expenditures to Date = $7,988,956.42 (59%)

CR 401 Reconstruction



CR 401 Reconstruction



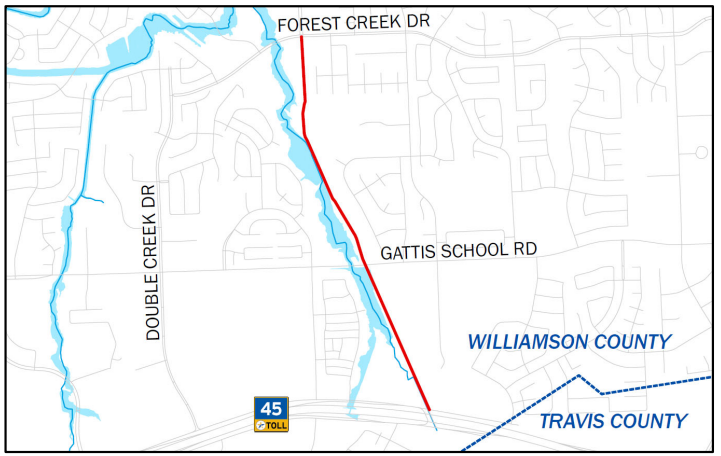
CR 401 Reconstruction



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion

Late 2023



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



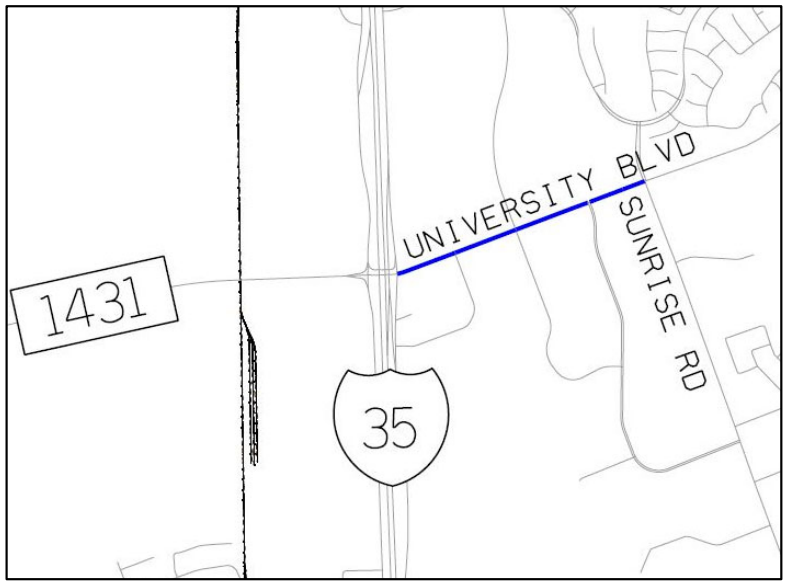
Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion

Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

Construction is managed by the City of Round Rock

University Boulevard Widening
(IH 35 to Sunrise Road)



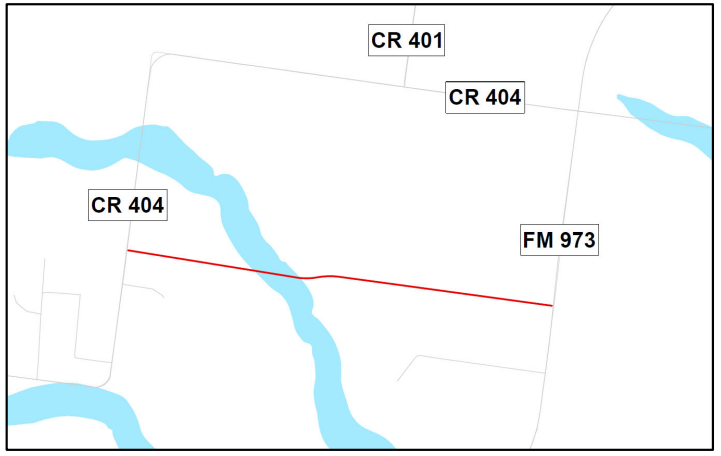
University Boulevard Widening
(IH 35 to Sunrise Road)



Samsung Highway (Future County Road) (CR 404 to FM 973)

Anticipated Completion

Fall 2023



Original Contract Amount = $11,289,929.00

Total Change Orders = $41,260.00

Adjusted Contract Price = $11,331,189.00

Expenditures to Date = $3,712,616.36 (33%)

Samsung Highway (Future County Road) (CR 404 to FM 973)



Samsung Highway (Future County Road) (CR 404 to FM 973)



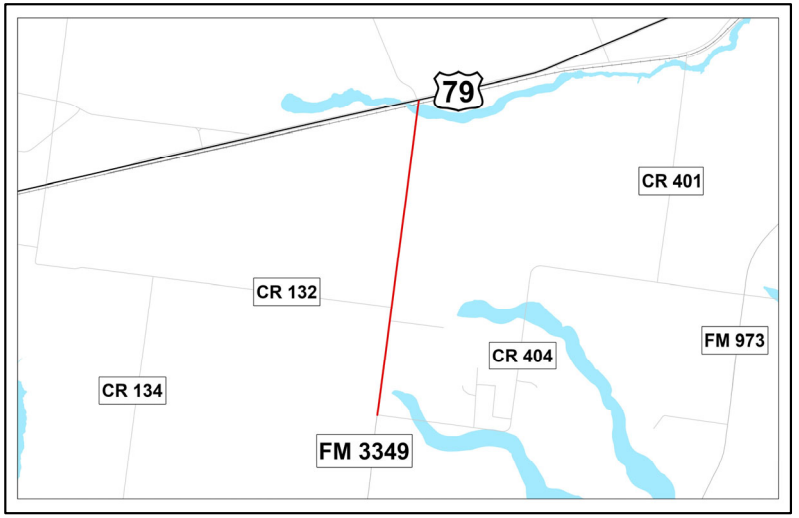
Samsung Highway (Future County Road) (CR 404 to FM 973)



FM 3349 / US 79 Interchange (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)



Original Contract Amount = $81,941,038.13

Total Change Orders = $0.00

Adjusted Contract Price = $ 81,941,038.13

Expenditures to Date = $8,606,109.36 (11%)

FM 3349 / US 79 Interchange
(US 79 to CR 404)



FM 3349 / US 79 Interchange
(US 79 to CR 404)



FM 3349 / US 79 Interchange
(US 79 to CR 404)



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)

Anticipated Completion

Summer 2024



Original Contract Amount = $17,694,262.46

Total Change Orders = $0.00

Adjusted Contract Price = $17,694,262.46

Expenditures to Date = $1,316,577.26 (7%)

CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)



CR 404 and FM 973 Improvements

Anticipated Completion

Summer 2023



Original Contract Amount = $4,622,143.93

Total Change Orders = $0.00

Adjusted Contract Price = $ 4,622,143.93

Expenditures to Date = $398,520.40 (9%)

CR 404 and FM 973 Improvements



CR 404 and FM 973 Improvements



CR 404 and FM 973 Improvements



Bud Stockton Extension (CR 305 to FM 487)

Anticipated Completion

Fall 2023

Original Contract Amount = $5,917,275.00

Total Change Orders = $0.00

Adjusted Contract Price = $ 5,917,275.00

Expenditures to Date = $0.00 (0%)

Bud Stockton Extension
(CR 305 to FM 487)



Bud Stockton Extension
(CR 305 to FM 487)



Commissioners Court - Regular Session **67.**

Meeting Date: 03/21/2023

T4327 Great Oaks Drive Improvements - Change Order #5 (Signs & Valves)

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. 5 in the amount of $2,831.80 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

Background

This Change Order adds a new pay item for additional signs needed at the Oak Ridge Drive and Great Oaks intersection during Phase 3 construction. This Change Order also adds a new pay item to adjust existing water valves at the southwest corner of Great Oaks Drive and Brushy Creek Road that were not included in the plans. Please see attached Change Order for additional details.

This Change Order results in a net increase of $2,831.80 to the Contract amount, for an adjusted Contract total of $10,752,935.41. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $172,301.30 has been added to the Contract, resulting in a 1.63% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T4327-GreatOaks-CO#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:52 PM
Form Started By: Julissa Vasquez		Started On: 03/10/2023 10:24 AM
Final Approval Date: 03/16/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project:	***Great Oaks Dr. Improvements***
Roadway:	***Great Oaks Dr. @ Brushy Creek***
CSJ Number:	***T4327***

1. CONTRACTOR: **DeNucci Constructors**

2. Change Order Work Limits: Sta. **Varies** to Sta. **Varies**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional signs needed at the Oak Ridge Drive and Great Oaks Drive intersection during Phase 3 construction. This Change Order also adds an item to pay for water valves to be adjusted on the southwest corner of the existing Great Oaks Drive and Brushy Creek Road intersection.

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 3/7/23

By 

Typed/Printed Name Aaron DeNucci

Typed/Printed Title PM

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$2,831.80**

RECOMMENDED FOR EXECUTION:



3/8/2023
Project Manager Date

N/A
Design Engineer Date



3/8/2023
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: *5* ***Project #*** *Great Oaks Dr. Improvements*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

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
502-WC01	TEMP TRAFFIC CONTROL SIGNS	EA	$404.00	0.00	$0.00	3.00	3.00	$1,212.00	$1,212.00
504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	EA	$809.90	0.00	$0.00	2.00	2.00	$1,619.80	$1,619.80
TOTALS					$0.00			$2,831.80	$2,831.80

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

Great Oaks Drive Improvements
Williamson County Project No. T4327

Change Order No. 5

Reason for Change

This Change Order adds a new pay item for additional signs needed at the Oak Ridge Drive and Great Oaks intersection during Phase 3 construction. This Change Order also adds a new pay item to adjust existing water valves at the southwest corner of Great Oaks Drive and Brushy Creek Road that were not included in the plans.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
502-WC01	TEMP TRAFFIC CONTROL SIGNS	3	EA
504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	2	EA

This Change Order results in a net increase of $2,831.80 to the Contract amount, for an adjusted Contract total of $10,752,935.41. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $172,301.30 has been added to the Contract, resulting in a 1.63% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: T4327 Great Oaks Dr Improvements at Brushy Creek

Change Order Proposal Number: 10.1 Date: 1/10/2023

Description:

1. HNTB instructed DeNucci to install (3) additional temporary traffic control signs at the Great Oaks x Oak Ridge intersection for P3 TCP. **2.** At the SW corner of the work area, DeNucci was instructed to raise two valve cans for the existing BCMUD WL to finished grade (approx. 3' ea.). Unit pricing provided for both items.

Labor:

Position	Quantity		Unit			Rate	Total
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
						Subtotal	$0.00

Material

Description	Quantity		Unit			Rate	Total
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
						Subtotal	$0.00

Subcontractors/Vendors:

Description						Total
						$0.00
					Subtotal	$0.00

Unit Pricing

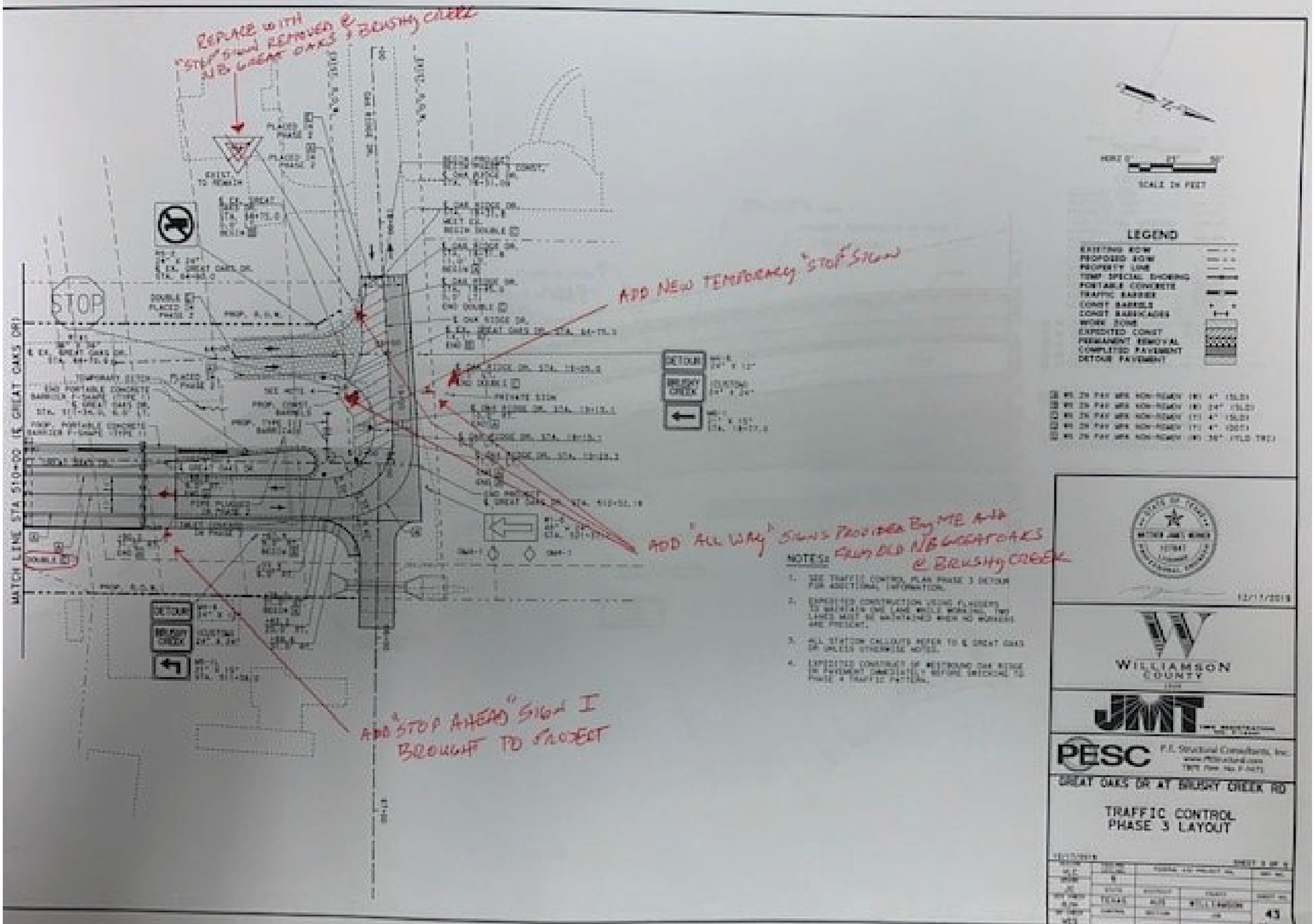
Description	Quantity		Unit		Price	Total
Temp. Traffic Control Signs	3		EA		$400.00	$1,200.00
Adjust Valve Box to Grade	2		EA		$801.89	$1,603.78
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	$2,803.78

Equipment:

Description	Quantity		Unit	Operating Cost/Day	FHWA	Total
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	$0.00

Labor		$0.00
Labor Burden	55%	$0.00
Labor P & O	15%	$0.00
Material		$0.00
Material P & O	15%	$0.00
Subcontractor		$0.00
Subcontractor P & O	15%	$0.00
Bid Item		$2,803.78
Equipment	15%	$0.00
Bond	1%	$28.04
TOTAL		**$2,831.82**

Additional days requested: **1**


REPLACE WITH "STOP" SIGN REMOVED @ NB GREAT OAKS & BRUSHY CREEK
ADD NEW TEMPORARY "STOP" SIGN
ADD "ALL WAY" SIGNS PROVIDED BY ME AND FROM OLD NB GREAT OAKS @ BRUSHY CREEK
ADD "STOP AHEAD" SIGN I BROUGHT TO PROJECT
STOP
DETOUR
BRUSHY CREEK
MATCH LINE STA 510+00 (E GREAT OAKS DR)
SCALE IN FEET
LEGEND
EXISTING ROW
PROPOSED ROW
PROPERTY LINE
TEMP SPECIAL SHORING
PORTABLE CONCRETE
TRAFFIC BARRIER
CONST BARRELS
CONST BARRICADES
WORK ZONE
EXPEDITED CONST
PERMANENT REMOVAL
COMPLETED PAVEMENT
DETOUR PAVEMENT
NOTES:
1. SEE TRAFFIC CONTROL PLAN PHASE 3 DETOUR FOR ADDITIONAL INFORMATION.
2. EXPEDITED CONSTRUCTION USING FLAGGERS TO MAINTAIN ONE LANE WHILE WORKING. TWO LANES MUST BE MAINTAINED WHEN NO WORKERS ARE PRESENT.
3. ALL STATION CALLOUTS REFER TO E GREAT OAKS DR UNLESS OTHERWISE NOTED.
4. EXPEDITED CONSTRUCT OF WESTBOUND OAK RIDGE IN PAVEMENT IMMEDIATELY BEFORE SWITCHING TO PHASE 4 TRAFFIC PATTERN.
12/17/2018
WILLIAMSON COUNTY
JMT
PESC
P.E. Structural Consultants, Inc.
GREAT OAKS DR AT BRUSHY CREEK RD
TRAFFIC CONTROL
PHASE 3 LAYOUT
43

CONSTRUCTION PROJECT - AVERAGE LOW BID

District:	ALL

UPDATED :: 08/10/2022

STATEWIDE DISTRICT NAME:

DISTRICT NUMBER:

ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	3 Month			12 Month		
			STATEWIDE 3M COUNT	STATEWIDE 3M QUANTITY	STATEWIDE 3M AVG	STATEWIDE 12M COUNT	STATEWIDE 12M QUANTITY	STATEWIDE 12M AVG
70496064	ADJUST WATER VALVE BOX	EA				2	2.00	$801.89

Commissioners Court - Regular Session **68.**

Meeting Date: 03/21/2023

Williamson County Road Bond Program TPDES Construction General Permit - Notice of Intent Renewal

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding a Notice of Intent (NOI) renewal for Stormwater Discharges associated with Construction activity under TPDES General Permit (TXR150000) for all active Road Bond Program Construction projects.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under the TPDES General Permit TXR150000. This general permit authorizes the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface waters within the State. TCEQ has reissued the TPDES General Permit No. TXR150000 and has updated the Notice of Intent form. TCEQ requires all active projects to renew the permit under the new form.

The following projects are included under this agenda item:
2013 Road Bond
Pct. 2 - P277 CR 258 Extension
Pct. 3 - P270 Great Oaks Drive Improvements

2019 Road Bond Program
Pct. 3 - P292 CR 111 Westinghouse Road
Pct. 3 - P352 Southwest Bypass Extension
Pct. 3 - P353 CR 245 Reconstruction
Pct. 4 - P296 CR 366
Pct. 4 - P332 FM 3349 at US 79
Pct. 4 - P390c CR 401 Reconstruction
Pct. 4 - P619 Samsung Highway (FCR)
Pct. 4 - P463 Southeast Loop Segment 1, Phase 1
Pct. 4 - P307 Bud Stockton Extension
Pct. 4 - P390e CR 404 at FM 973 Improvements

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB39 - CR 111 Westinghouse Rd NOI Renewal

22IFB57 - CR 401 Reconstruction NOI Renewal
22IFB110-SWBypassExtension NOI Renewal
22IFB138-CR 366 NOI Renewal
22IFB139-FM3349 NOI Renewal
22IFB141-CR 258 Extension NOI Renewal
23IFB6-CR404 at FM973 NOI Renewal
23IFB12-CR 245 NOI Renewal
23IFB13 Bud Stockton NOI Renewal
T4327-GreatOaks NOI Renewal
T3346 SE Loop Seg1 P1 NOI Renewal
22IFB126-FCR_Renewal NOIApplication

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:52 PM
Form Started By: Julissa Vasquez		Started On: 03/10/2023 10:53 AM
Final Approval Date: 03/16/2023		

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1541HZ

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 111 AND CR 110 NORTH WIDENING
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	CR 111 FROM FM 1460 TO SH 130 AND CR 110 FROM CR 107 TO CR 111
City	GEORGETOWN
State	TX
ZIP	78626
County	WILLIAMSON
Latitude (N) (##.######)	30.592745
Longitude (W) (-###.######)	-97.618235
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111422879
What is the name of the Regulated Entity (RE)?	CR-111 WESTINGHOUSE RD
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	CR 111 FROM FM 1460 TO SH 130 AND CR 110 FROM CR 107 TO CR 111
City	GEORGETOWN
State	TX
ZIP	78626
County	WILLIAMSON
Latitude (N) (##.######)	30.592745
Longitude (W) (-###.######)	-97.618235
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431577
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125276734
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	97.75
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	01/24/2022
10	What is the estimated end date of the project?	06/30/2024
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	MCNUTT CREEK,MANKINS BRANCH,HUDDLESTON BRANCH
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1248|1244
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
14.1	What is the name of the MS4 Operator?	CITY OF GEORGETOWN, WILLIAMSON COUNTY, AND TXDOT
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1528IY

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 401 RECONSTRUCTION
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	BETWEEN US-79 AND CR 404
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.562039
Longitude (W) (-###.######)	-97.451909
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111489878
What is the name of the Regulated Entity (RE)?	CR 401 RECONSTRUCTION
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	BETWEEN US-79 AND CR 404
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.562039
Longitude (W) (-###.######)	-97.451909
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431550
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	21.87
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	05/02/2022
10	What is the estimated end date of the project?	09/29/2023
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	MUSTANG CREEK TRIBUTARY 2 LOCAL IRRIGATION CHANNELS
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1581KE

Site Information (Regulated Entity)

What is the name of the site to be authorized?	SOUTHWEST BYPASS EXTENSION
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	WOLF RANCH PARKWAY TO SH 29
City	GEORGETOWN
State	TX
ZIP	78628
County	WILLIAMSON
Latitude (N) (##.######)	30.626258
Longitude (W) (-###.######)	-97.720324
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111555355
What is the name of the Regulated Entity (RE)?	SOUTHWEST BYPASS EXTENSION
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	WOLF RANCH PARKWAY TO SH 29
City	GEORGETOWN
State	TX
ZIP	78628
County	WILLIAMSON
Latitude (N) (##.######)	30.626258
Longitude (W) (-###.######)	-97.720324
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431577
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	18.86
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	09/01/2022
10	What is the estimated end date of the project?	09/05/2023
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	SOUTH FORK SAN GABRIEL RIVER
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1250
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
15.1	I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1581LH

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 366
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FROM MALLARD LANE TO CHANDLER ROAD
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.609806
Longitude (W) (-###.######)	-97.452044
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111615027
What is the name of the Regulated Entity (RE)?	CR 366
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FROM MALLARD LANE TO CHANDLER ROAD
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.609806
Longitude (W) (-###.######)	-97.452044
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	41.95
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	01/02/2023
10	What is the estimated end date of the project?	12/20/2024
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	BULL BRANCH
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
14.1	What is the name of the MS4 Operator?	CITY OF TAYLOR, WILLIAMSON COUNTY, TXDOT AUSTIN DISTRICT
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1517KU

Site Information (Regulated Entity)

What is the name of the site to be authorized?	FM 3349 AT US 79
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FM 3349 FROM NORTH OF CR 404 TO CR 395
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.525527
Longitude (W) (-###.######)	-97.488286
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111585758
What is the name of the Regulated Entity (RE)?	FM 3349 AT US 79
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FM 3349 FROM NORTH OF CR 404 TO CR 395
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.525527
Longitude (W) (-###.######)	-97.488286
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	136
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	10/17/2022
10	What is the estimated end date of the project?	04/30/2027
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	BOGGY CREEK TRIBUTARY 1,MUSTANG CREEK TRIBUTARY 2
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1588KV

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 258 EXTENSION
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	US 183 TO 361 EAST OF EXISTING CR 258
City	LEANDER
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.######)	30.674183
Longitude (W) (-###.######)	-97.879372
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111589545
What is the name of the Regulated Entity (RE)?	CR 258 EXTENSION
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	US 183 TO 361 EAST OF EXISTING CR 258
City	LEANDER
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.######)	30.674183
Longitude (W) (-###.######)	-97.879372
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	11.3
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	10/24/2022
10	What is the estimated end date of the project?	06/28/2024
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	NORTH FORK SAN GABRIEL RIVER
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1251
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
15.1	I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1580LH

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 404 AT FM 973
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FM 973 FROM CR 404 TO FCR
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.53462
Longitude (W) (-###.######)	-97.44642
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111615001
What is the name of the Regulated Entity (RE)?	CR 404 AT FM 973
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FM 973 FROM CR 404 TO FCR
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.53462
Longitude (W) (-###.######)	-97.44642
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	8.61
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	12/27/2022
10	What is the estimated end date of the project?	11/20/2023
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	BRUSHY CREEK
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1571LQ

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 245 RECONSTRUCTION
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	NORTH OF RM 2338 TO RONALD REAGAN BLVD.
City	GEORGETOWN
State	TX
ZIP	78633
County	WILLIAMSON
Latitude (N) (##.######)	30.432069
Longitude (W) (-###.######)	-97.462409
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111638979
What is the name of the Regulated Entity (RE)?	CR 245 RECONSTRUCTION
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	NORTH OF RM 2338 TO RONALD REAGAN BLVD.
City	GEORGETOWN
State	TX
ZIP	78633
County	WILLIAMSON
Latitude (N) (##.######)	30.432069
Longitude (W) (-###.######)	-97.462409
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	16.59
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	01/13/2023
10	What is the estimated end date of the project?	09/30/2024
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	COWAN CREEK,BERRY CREEK
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1248
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
15.1	I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1570LQ

Site Information (Regulated Entity)

What is the name of the site to be authorized?	BUD STOCKTON EXTENSION
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FROM FM 487 TO CR 305
City	JARRELL
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.######)	30.48573
Longitude (W) (-###.######)	-97.37268
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111638961
What is the name of the Regulated Entity (RE)?	BUD STOCKTON EXTENSION
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FROM FM 487 TO CR 305
City	JARRELL
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.######)	30.48573
Longitude (W) (-###.######)	-97.37268
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	13.09
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	01/12/2023
10	What is the estimated end date of the project?	10/30/2023
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	SALADO CREEK,LAMPASAS RIVER
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1243|1217
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
15.1	I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1590GE

Site Information (Regulated Entity)

What is the name of the site to be authorized?	GREAT OAKS DRIVE IMPROVEMENTS AT BRUSHY CREEK
Does the site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	ALONG GREAT OAKS DRIVE FROM BRIGHTWATER BLVD TO OAK RIDGE DRIVE
City	ROUND ROCK
State	TX
ZIP	78681
County	WILSON
Latitude (N) (##.######)	30.519925
Longitude (W) (-###.######)	-97.734473
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111309860
What is the name of the Regulated Entity (RE)?	GREAT OAKS DRIVE IMPROVEMENTS AT BRUSH CREEK
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	ALONG GREAT OAKS DRIVE FROM BRIGHTWATER BLVD TO OAK RIDGE DRIVE
City	ROUND ROCK
State	TX
ZIP	78681
County	WILLIAMSON
Latitude (N) (##.######)	30.519925
Longitude (W) (-###.######)	-97.734473
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	

Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD
Routing (such as Mail Code, Dept., or Attn:)	SUITE 100
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431550
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMIN
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD
Routing (such as Mail Code, Dept., or Attn:)	STE 225
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	

E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	0116
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	9.16
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	08/01/2021
10	What is the estimated end date of the project?	08/31/2023
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	BRUSHY CREEK
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
14.1	What is the name of the MS4 Operator?	ROUND ROCK
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
15.1	I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1548FU

Site Information (Regulated Entity)

What is the name of the site to be authorized?	SOUTHEAST LOOP SEGMENT 1 PHASE 1-T3346
Does the site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	NORTHBOUND FRONTAGE OF SH 130 TO CR 137, FOR THE OVERLAY/CONSTRUCTION OF EASTBOUND FRONTAGE ROAD CONSISTING OF PONDS, AND SIGNING AND PAVEMENT MARKINGS
City	HUTTO
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.######)	30.500655
Longitude (W) (-###.######)	-97.580074
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111283412
What is the name of the Regulated Entity (RE)?	SOUTHEAST LOOP SEGMENT 1 PHASE 1
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	FROM NB FRNTG OF SH 130 TO CR 137 FOR THE OVESLAY/CON. OF EB FRNTG RD CONSISTING OF GRADING, FLEXBASE, ASPHALT PAVEMENT, DRNG, DETENTION PONDS, SIGNING /PAVMT MARKINGS.
City	HUTTO
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.######)	30.500655
Longitude (W) (-###.######)	-97.580074
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978

State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	710 S MAIN ST STE 101
Routing (such as Mail Code, Dept., or Attn:)	WILLIAMSON COUNTY JUDGE BILL GRAVELL, JR.
City	GEORGETOWN
State	TX
ZIP	78626
Phone (###-###-####)	5129431550
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	MRS
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACTS ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX

ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	53.8
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	07/02/2021
10	What is the estimated end date of the project?	12/31/2024
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	BRUSHY CREEK BRAZOS RIVER WILLBARGER
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244|1434
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
14.1	What is the name of the MS4 Operator?	ROUND ROCK
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Texas Commission on Environmental Quality

Construction Notice of Intent Renewal

TXR1571KA

Site Information (Regulated Entity)

What is the name of the site to be authorized?	FUTURE COUNTY ROAD
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	CR 404 TO FM 973
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.524163
Longitude (W) (-###.######)	-97.448277
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN111547519
What is the name of the Regulated Entity (RE)?	FUTURE COUNTY ROAD
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	CR 404 TO FM 973
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.524163
Longitude (W) (-###.######)	-97.448277
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431550
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

CNOI-R General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	28.5
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	08/15/2022
10	What is the estimated end date of the project?	10/09/2023
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	BOGGY CREEK TRIBUTARY 1,LOCAL IRRIGATION CHANNELS
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **69.**

Meeting Date: 03/21/2023

T5023 CR 200 Reconstruction Change Order #3 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of ($353,937.79) for Project T5023 CR 200 Reconstruction (MA Smith Contracting Co., Inc.) P: 285 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item. Please see attached Change Order for additional details. In addition to the new items, 18 days have been added to the Contract to account for the delay in railroad material deliveries.

This Change Order results in a net decrease of $353,937.79 to the Contract amount, for an adjusted Contract total of $4,652,434.34. The original Contract amount was $4,975,515.09. As a result of this and all Change Orders to-date, $323,080.75 has been deducted from the Contract, resulting in an 6.49% net decrease in the Contract cost. Eighteen (18) days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T5023 CR 200 Reconstruction CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:54 PM
Form Started By: Julissa Vasquez		Started On: 03/13/2023 07:37 AM
Final Approval Date: 03/16/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **MA SMITH CONTRACTING CO. Inc.**

2. Change Order Work Limits: Sta. **104+32** to Sta. **154+36**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***T5023***
Roadway:	***CR 200***
CSJ Number:	

5. Describe the work being revised:

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable) This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

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 03/08/2023

By Chris Lopez

Typed/Printed Name Christopher R. Lopez

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **1** Days added on this CO: **18**

Amount added by this change order: **($353,937.79)**

RECOMMENDED FOR EXECUTION:

Project Manager 3/9/2023
Date

N/A
Design Engineer Date

For Christen Eschberger Program Manager 3/13/2023
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: 3 *Project # T5023*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

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
110-6001	EXCAVATION (RDWY)	CY	$15.50	18,752.00	$290,656.00	1,770.00	20,522.00	$318,091.00	$27,435.00
132-6005	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	$10.00	3,392.00	$33,920.00	1,072.00	4,464.00	$44,640.00	$10,720.00
161-WC001	EROSION CONTROL COMPOST (3")	SY	$3.00	6,897.00	$20,691.00	(6,897.00)	0.00	$0.00	($20,691.00)
162-WC103	MULCH TOPDRESSING (5")	SY	$4.00	6,897.00	$27,588.00	(6,897.00)	0.00	$0.00	($27,588.00)
166-6002	FERT0LIZER	TON	$1,700.00	1.72	$2,924.00	(1.72)	0.00	$0.00	($2,924.00)
168-WC01	VEGETATIVE WATERING	MG	$20.00	414.00	$8,280.00	355.50	769.50	$15,390.00	$7,110.00
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.70	7,603.00	$12,925.10	6,473.00	14,076.00	$23,929.20	$11,004.10
260-6001	LIME (HYDRATED LIME (DRY))	TON	$160.00	656.00	$104,960.00	(296.00)	360.00	$57,600.00	($47,360.00)
260-6006	LIME TRT (EXST MATL) (6")	SY	$3.00	31,470.00	$94,410.00	(4,577.22)	26,892.78	$80,678.34	($13,731.66)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.00	6,232.00	$24,928.00	(1,832.00)	4,400.00	$17,600.00	($7,328.00)
316-6193	AGGR (TY D GR-5 SAC-B)	CY	$190.00	266.00	$50,540.00	(30.00)	236.00	$44,840.00	($5,700.00)
316-6413	ASPH (AC-15, HFRS-2P OR CRS-2P)	GAL	$4.10	9,181.00	$37,642.10	(291.00)	8,890.00	$36,449.00	($1,193.10)
401-6001	FLOWABLE BACKFILL	CY	$160.00	51.00	$8,160.00	(11.00)	40.00	$6,400.00	($1,760.00)
432-6006	RIPRAP (CONC) (CL B)	CY	$415.00	365.00	$151,475.00	76.63	441.63	$183,276.45	$31,801.45
464-6003	RC PIPE (CL III) (18 IN)	LF	$80.00	191.00	$15,280.00	93.00	284.00	$22,720.00	$7,440.00
464-6005	RC PIPE (CL III) (24 IN)	LF	$96.00	142.00	$13,632.00	26.00	168.00	$16,128.00	$2,496.00
467-6363	SET (TY II) (18 IN) (RCP) (6:1) (P)	EA	$1,600.00	8.00	$12,800.00	(2.00)	6.00	$9,600.00	($3,200.00)
506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	$31.00	105.00	$3,255.00	(15.00)	90.00	$2,790.00	($465.00)
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$26.00	235.00	$6,110.00	(15.00)	220.00	$5,720.00	($390.00)
506-6011	ROCK FLITER DAMS (REMOVE)	LF	$20.00	340.00	$6,800.00	(30.00)	310.00	$6,200.00	($600.00)
506-6020	CONSTRUCTION EXITS (INSTALLED) (TY 1)	SY	$17.00	1,000.00	$17,000.00	(1,000.00)	0.00	$0.00	($17,000.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$12.00	1,000.00	$12,000.00	(1,000.00)	0.00	$0.00	($12,000.00)
TOTALS					$955,976.20			$892,051.99	($63,924.21)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 *Project #* CR 200 T5023

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
508-6001	CONSTRUCTION DETOURS	SY	$40.00	2,278.00	$91,120.00	(658.00)	1,620.00	$64,800.00	($26,320.00)
508-6003	CONSTRUCTION DETOURS (TY 1)	SY	$30.00	1,566.00	$46,980.00	(332.00)	1,234.00	$37,020.00	($9,960.00)
512-6009	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	$30.00	820.00	$24,600.00	(420.00)	400.00	$12,000.00	($12,600.00)
512-6010	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	$50.00	180.00	$9,000.00	(100.00)	80.00	$4,000.00	($5,000.00)
512-6033	PORT CTB (MOVE) (LOW PROF) (TY 1)	LF	$9.00	360.00	$3,240.00	(220.00)	140.00	$1,260.00	($1,980.00)
512-6034	PORT CTB (MOVE) (LOW PROF) (TY 2)	LF	$11.00	80.00	$880.00	(40.00)	40.00	$440.00	($440.00)
512-6057	PORT CTB (REMOVE) (LOW PROF) (TY 1)	LF	$15.00	820.00	$12,300.00	(420.00)	400.00	$6,000.00	($6,300.00)
512-6058	PORT CTB (REMOVE) (LOW PROF) (TY 2)	LF	$20.00	180.00	$3,600.00	(100.00)	80.00	$1,600.00	($2,000.00)
529-6007	CONC CURB & GUTTER (TY 1)	LF	$18.00	659.00	$11,862.00	305.00	964.00	$17,352.00	$5,490.00
662-6063	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	$0.64	10,774.00	$6,895.36	2,811.00	13,585.00	$8,694.40	$1,799.04
662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	$0.53	40,243.00	$21,328.79	(12,445.00)	27,798.00	$14,732.94	($6,595.85)
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$3.30	339.00	$1,118.70	(339.00)	0.00	$0.00	($1,118.70)
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	$3.30	543.00	$1,791.90	137.00	680.00	$2,244.00	$452.10
666-6042	REFL PAV MRK TY 1 (W) 12" (SLD) (100 MILL)	LF	$4.40	127.00	$558.80	38.00	165.00	$726.00	$167.20
666-6048	REFL PAV MRK TY 1 (W) 24" (SLD) (100 MILL)	LF	$11.00	63.00	$693.00	123.00	186.00	$2,046.00	$1,353.00
666-6093	REFL PAV MRK TY 1 (W) RR XING) (100 MIL)	EA	$1,100.00	1.00	$1,100.00	3.00	4.00	$4,400.00	$3,300.00
666-6141	REFL PAV MRK TY 1 (Y) 12" (SLD)(100 MIL)	LF	$4.40	132.00	$580.80	(6.00)	126.00	$554.40	($26.40)
666-6303	RE PM W/RET REQ TY 1 (W)4"(SLD)(100 MIL)	LF	$0.43	9,872.00	$4,244.96	1,376.00	11,248.00	$4,836.64	$591.68
666-6315	RE PM W/RET REQ TY 1 (Y)4"(SLD)(100 MIL)	LF	$0.43	9,408.00	$4,045.44	1,866.00	11,274.00	$4,847.82	$802.38
666-6344	REFL PAV MRK TY 1 (Y)4"(BRK)(100 ML)	LF	$0.44	2,171.00	$955.24	19.00	2,190.00	$963.60	$8.36
672-6009	REFL PAV MRKR TY II-A-A	EA	$5.00	255.00	$1,275.00	84.00	339.00	$1,695.00	$420.00
3078-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	TON	$98.00	1,092.00	$107,016.00	(1,055.21)	36.79	$3,605.42	($103,410.58)
3076-6001	D-GR HMA TY-B PG64-22	TON	$78.00	7,039.00	$549,042.00	(392.95)	6,646.05	$518,391.90	($30,650.10)
3076-6040	D-GR HMA TY-D PG70-22	TON	$104.00	3,683.00	$383,032.00	143.99	3,826.99	$398,006.96	$14,974.96
3076-WC03	D-GR HMA TY-B PG64-22 (RR AND SIDE STREETS)	TON	$120.00	600.00	$72,000.00	732.28	1,332.28	$159,873.60	$87,873.60
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$100.00	112.00	$11,200.00	41.00	153.00	$15,300.00	$4,100.00
W3.21.B	FIRE HYDRANT ASSEMBL	EA	$5,700.00	1.00	$5,700.00	1.00	2.00	$11,400.00	$5,700.00
SP.W2.10.A8	RESTRAIN EXISTING PVC PIPE 8" DIAMETER; INCLUDES BELL JOINT RESTRAINTS AND OTHER INCIDENTALS NECESSARY TO COMPLETE; PIPE SHALL BE RESTRAINED AT A MINIMUM THE LENGTH CALLED FOR ON THE PLANS, BUT SHALL BE RESTRAINED UP TO THE NEXT JOINT.	EA	$1,000.00	4.00	$4,000.00	5.00	9.00	$9,000.00	$5,000.00
3076-WC01	FORCE ACCOUNT, PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY B)	DOL	$1.00	50,600.00	$50,600.00	(40,171.16)	10,428.84	$10,428.84	($40,171.16)
3076-WC02	FORCE ACCOUNT, PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY D)	DOL	$1.00	30,700.00	$30,700.00	(17,911.89)	12,788.11	$12,788.11	($17,911.89)
585-WC01	RIDE QUALITY BONUS	DOL	$1.00	34,800.00	$34,800.00	(40,883.00)	-6,083.00	($6,083.00)	($40,883.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
999-WC02	FORCE ACCOUNT FOR CMTA ROADWAY WORKER-IN-CHARGE (RWIA)(40 DAYS)	DOL	$1.00	60,000.00	$60,000.00	(39,800.00)	20,200.00	$20,200.00	($39,800.00)
999-WC03	FORCE ACCOUNT FOR CMTA RAILROAD TCP WORK		$1.00	80,000.00	$80,000.00	(80,000.00)	0.00	$0.00	($80,000.00)
677-6001	ELIM EXISTING PM 4"	LF	$1.54	3,400.00	$5,236.00	2,470.00	5,870.00	$9,039.80	$3,803.80
677-6005	ELIM EXISTING PM 12"	LF	$3.76	140.00	$526.40	359.00	499.00	$1,876.24	$1,349.84
999-WC06	DIJ MOBILIZATION	LS	$1,400.00	0.00	$0.00	1.00	1.00	$1,400.00	$1,400.00
999-WC07	ADDITIONAL MILLING	LS	$5,599.12	0.00	$0.00	1.00	1.00	$5,599.12	$5,599.12
999-WC08	FENCE REPAIR AT LH CITY PARK	LS	$2,492.18	0.00	$0.00	1.00	1.00	$2,492.18	$2,492.18
999-WC09	TEMPORARY RAILROAD MATERIAL	LS	$13,476.84	0.00	$0.00	1.00	1.00	$13,476.84	$13,476.84
The "Totals" from Table B of the previous work sheet:					$955,976.20			$892,051.99	($63,924.21)
TOTALS					$2,622,998.59			$2,269,060.80	($353,937.79)

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

CR 200 RECONSTRUCTION
Williamson County Project No. T5023

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item. The added work includes.

999-WC06 DIJ Mobilization. The additional mobilization was needed to eliminate existing striping south of the railroad crossing so that traffic could be maintained during the excavation in the middle of the proposed roadway.

999-WC07 Additional Milling. The additional milling removed the crown from the wheel path of northbound CR 200.

999-WC08 Fence Repair at Liberty Hill City Park. Due to Culvert 2 extending out beyond the ROW, the City's chain link fence had to be removed for culvert installation. This item compensates the Contractor for replacing the portion of fence that was removed.

999-WC09 Temporary Material at the RR Crossing. This item covers the cost of the cold mix asphalt that was used at the crossing for the traveling public, due to delay of the railroad panel delivery.

In additional to the new items, 18 days have been added to the Contract to cover the delay in railroad material deliveries.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC06	DIJ MOBILIZATION	1	LS
999-WC07	ADDITIONAL MILLING	1	LS
999-WC08	FENCE REPAIR AT LH CITY PARK	1	LS
999-WC09	TEMPORARY RAILROAD MATERIAL	1	LS

This Change Order results in a net decrease of $353,937.79 to the Contract amount, for an adjusted Contract total of $4,652,434.34. The original Contract amount was $4,975,515.09. As a result of this and all Change Orders to-date, $323,080.75 has been deducted from the Contract, resulting in an 6.49% net decrease in the Contract cost. Eighteen (18) days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

COP #8.1 - Mobilization & Milling Charges

999-WC06

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: CR 200
DATE: 10/6/2022
Additional Days Requested: 0

DESCRIPTION:

Proposal to cover additional mobilization charges for pavement marking elimination by DIJ and an additional milling charge for the centerline of the road by Lone Star Paving.

LABOR:

	Quantity	Hours	Rate	Total
Project Management			$55.00	$0.00
Superintendent			$50.00	$0.00
Foreman/Layout Coordinator			$45.00	$0.00
Operator 1			$26.00	$0.00
Operator 2			$23.00	$0.00
Pipe Layer/Concrete Finisher			$22.00	$0.00
Laborer			$18.00	$0.00
Flaggers			$18.00	$0.00
Driver 1			$23.00	$0.00
Driver 2			$21.00	$0.00
Foreman/Layout/Coordinator OT			$67.50	$0.00
Operator 1 OT			$39.00	$0.00
Operator 2 OT			$34.50	$0.00
Pipe Layer/Concrete Finisher OT			$33.00	$0.00
Laborer OT			$27.00	$0.00
Flaggers OT			$27.00	$0.00
Driver 1 OT			$34.50	$0.00
Driver 2 OT			$31.50	$0.00
TOTAL			LABOR SUBTOTAL	$0.00

MATERIALS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			MATERIALS SUBTOTAL	$0.00

SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
DIJ Elimination Mobilization	1	EA	$1,400.00	$1,400.00
~~Lone Star Milling~~	~~1~~	~~EA~~	~~$5,599.12~~	~~$5,599.12~~
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBCONTRACTORS SUBTOTAL	$6,999.12

999-WC06 ✓

~~999-WC07~~

UNIT PRICING:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			BID PRICING SUBTOTAL	$0.00

EQUIPMENT:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			EQUIPMENT SUBTOTAL	$0.00

LABOR SUBTOTAL		$0.00
LABOR BURDEN	55%	$0.00
LABOR PROFIT & OVERHEAD	15%	$0.00
MATERIALS SUBTOTAL		$0.00
MATERIALS PROFIT AND OVERHEAD	15%	$0.00
SUBCONTRACTORS SUBTOTAL		~~$6,999.12~~
SUBCONTRACTORS PROFIT AND OVERHEAD	5%	~~$349.96~~
BID PRICING SUBTOTAL		$0.00
EQUIPMENT		$0.00
EQUIPMENT MARKUP	5%	$0.00
SUBTOTAL		~~$7,349.08~~
BONDING COST	0%	$0.00
TOTAL		~~$7,349.08~~ / $1,400.00

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

999-WC07

LONE STAR PAVING

CHANGE ORDER PRICING BREAKDOWN

	WILLIAMSON CO. SMITH CONTRACTING	Date:	16-Sep-22	
Project:	CR 200	Project No.:	52933	
Control:	T05023	Proposal No.:	1	

Subject:	*351 PLANE ASPH CONC PAVING*	*1,011.00*	- SY

Production Rate = 1,011 -SY/Day

Hours per Day—> 4

A. LABOR

Description	Hours	Quantity	Rate	Totals
Paver Mach Operator/Screed Op.	0	1	$24.50	$0.00
Paver Mach Operator/Screed Op.	0	1	$26.50	$0.00
Paver Mach Operator/Screed Op.	0	1	$20.00	$0.00
Loader Operator	4	1	$26.50	$106.00
Roller Operator	0	1	$20.00	$0.00
Roller Operator	0	1	$24.00	$0.00
Roller Operator	0	1	$25.00	$0.00
Asphalt Raker	0	1	$22.00	$0.00
Laborer-Utility	0	1	$20.00	$0.00
Laborer-Utility	4	1	$17.50	$70.00
Laborer-Utility	0	1	$17.00	$0.00
Laborer-Common	4	1	$21.00	$84.00
Laborer-Common	4	1	$22.00	$88.00
Distributor Operator	0	0	$26.00	$0.00
	Base Labor Costs =			**$348.00**
Profit & Compensation	(Base Labor "Only")		~~25.00%~~	~~$87.00~~
Labor Burden	(Base Labor "Only")		~~55.00%~~	~~$191.40~~
	Total Labor Costs =			~~$626.40~~

B. EQUIPMENT

	Description	Hours	Quantity	Rate	Totals
2020	Roadtec RP-190 Paver	0	1	$353.61	$0.00
2018	Roadtec SB-2500D	0	1	$356.20	$0.00
2018	Cat 914 4-Wd Articulating Wheel Loader	4	1	$53.82	$215.28
2015	Bomag BW11RH-5	0	1	$68.56	$0.00
2015	Bomag 284 AD	0	1	$159.62	$0.00
2015	Bomag BW120AD	0	1	$37.60	$0.00
2020	Broce RJ-350 Propelled Broom	4	1	$48.54	$194.16
2017	550 Gal Distributor/Trailer Mounted	0	1	$18.88	$0.00
2019	Flatbed-Stakebed Truck(Tools) (4x2)(383-hp)	4	1	$27.84	$111.36
2019	Pickup F-250 (Crew) 4x2 -Gas-3/4Ton	0	2	$34.23	$0.00
				Subtotal =	**$520.80**
	Profit & Compensation			~~15.00%~~	~~$78.12~~
	Total Equipment Costs =				~~$598.92~~

C. MATERIALS

Description	Quantity	Units	Unit Price	Totals
Type B PG (64-22)	0.00	Tons	$0.00	$0.00
			Subtotal =	**$0.00**
Profit & Compensation			**5.00%**	$0.00
Total Material Costs =				**$0.00**

D. SUBCONRACTOR/OTHER

Description	Quantity	Units	Unit Price	Totals
Milling Sub	1.00	EA	$4,000.00	$4,000.00
~~Vaccum Sub~~	~~0~~	~~EA~~	~~$150.00~~	~~$868.80~~
			Subtotal =	~~$4,868.80~~
Profit & Compensation			~~5.00%~~	~~$243.40~~
Total Subcontractor/Other Costs =				~~$5,112.20~~

$4,868.80
15% $730.32
Total: $5,599.12

E. SUMMARY

Subtotal of all Costs	=	~~$6,370.32~~
Total Proposal Amount =		~~$6,370.32~~

***Vaccum Truck charges 1 hour to travel to job
1 hour back to office.

5599.12/1011=$5.53per SY

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

999-WC08

PROJECT: CR 200
DATE: 11/11/2022 **Additional Days Requested:** 0

DESCRIPTION:

Proposal to repair fence at Culvert #2.

LABOR:

	Quantity	Hours	Rate	Total
Project Management			$55.00	$0.00
Superintendent			$50.00	$0.00
Foreman/Layout Coordinator			$45.00	$0.00
Operator 1			$26.00	$0.00
Operator 2			$23.00	$0.00
Pipe Layer/Concrete Finisher			$22.00	$0.00
Laborer			$18.00	$0.00
Flaggers			$18.00	$0.00
Driver 1			$23.00	$0.00
Driver 2			$21.00	$0.00
Foreman/Layout/Coordinator OT			$67.50	$0.00
Operator 1 OT			$39.00	$0.00
Operator 2 OT			$34.50	$0.00
Pipe Layer/Concrete Finisher OT			$33.00	$0.00
Laborer OT			$27.00	$0.00
Flaggers OT			$27.00	$0.00
Driver 1 OT			$34.50	$0.00
Driver 2 OT			$31.50	$0.00
TOTAL			**LABOR SUBTOTAL**	$0.00

MATERIALS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			MATERIALS SUBTOTAL	$0.00

SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
Woolery Fence	1	LS	$2,350.00	$2,350.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBCONTRACTORS SUBTOTAL	$2,350.00

UNIT PRICING:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			BID PRICING SUBTOTAL	$0.00

EQUIPMENT:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			EQUIPMENT SUBTOTAL	$0.00

LABOR SUBTOTAL		$0.00
LABOR BURDEN	**55%**	$0.00
LABOR PROFIT & OVERHEAD	**15%**	$0.00
MATERIALS SUBTOTAL		$0.00
MATERIALS PROFIT AND OVERHEAD	**15%**	$0.00
SUBCONTRACTORS SUBTOTAL		$2,350.00
SUBCONTRACTORS PROFIT AND OVERHEAD	**5%**	$117.50
BID PRICING SUBTOTAL		$0.00
EQUIPMENT		$0.00
EQUIPMENT MARKUP	**5%**	$0.00
SUBTOTAL		**$2,467.50**
BONDING COST	**1%**	$24.68
TOTAL		**$2,492.18** LS

Price is reasonable for this work.

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

PROPOSAL

WOOLERY CUSTOM FENCE CO.
P.O. BOX 986
ELGIN, TX 78621

DATE	PROPOSAL #
11/10/2022	13074

999-WC08

NAME / ADDRESS

Smith Contracting Co., Inc.
15309 Marsha St.
Austin, TX 78728
ph 512-990-7640
fax 512-990-7855

P.O.# or W.O.#	ATT:	PROJECT
	Chris	CR 200

DESCRIPTION	QTY
REPLACE: 4'H CHAIN LINK FENCE (approx.50') -- (LS) ---Includes--- NEW - 4'H CHAIN LINK FABRIC (BLACK COATED) MIXED NEW & REUSE EXISTING - 1-5/8" O.D. POSTS (APPROX. 2 EA NEW LINE POSTS) (BLACK COATED) MIXED NEW & REUSE EXISTING - 1-3/8" O.D. TOP RAIL (BLACK COATED)	1
[MOBILIZATION] -- (EA) Proposal Based on (1) Mobilization Each additional mobilization = $750.00	1
EXCLUSIONS: Survey by other, Staking by other, Clearing of Brush by other, Removal of any old fence by other	
NOTE: WCF will not be responsible for other underground utilities not marked by TX 811 ONE CALL.	
[PROPOSAL NOTE] This is a proposal only. It is not a contract with Woolery Custom Fence Co. until it has been signed by the Customer, returned to Woolery Custom Fence Co., and signed by a representative of Woolery Custom Fence Co.	

APPROVED
By Christopher R. Lopez at 10:17 am, Nov 11, 2022

** Minority Certification #'s**
WBE & DBE Code -- WOO7143440
Texas HUB VID # - 1742794088100

TOTAL **$2,350.00**

SIGNATURE: _____

Phone #	Fax #	E-mail	Web Site
512-281-2186	512-233-5396	bids@wooleryfence.com	www.wooleryfence.com

999-WC09

SMITH CONTRACTING CO., INC.
EXCAVATING * PAVING * CONCRETE * UTILITIES

PROJECT: CR 200
DATE: 11/15/2022 **Additional Days Requested:** 0

DESCRIPTION:

Proposal for temp railroad crossing material used in July, August and September.

LABOR:

	Quantity	Hours	Rate	Total
Project Management			$55.00	$0.00
Superintendent			$50.00	$0.00
Foreman/Layout Coordinator			$45.00	$0.00
Operator 1			$26.00	$0.00
Operator 2			$23.00	$0.00
Pipe Layer/Concrete Finisher			$22.00	$0.00
Laborer			$18.00	$0.00
Flaggers			$18.00	$0.00
Driver 1			$23.00	$0.00
Driver 2			$21.00	$0.00
Foreman/Layout/Coordinator OT			$67.50	$0.00
Operator 1 OT			$39.00	$0.00
Operator 2 OT			$34.50	$0.00
Pipe Layer/Concrete Finisher OT			$33.00	$0.00
Laborer OT			$27.00	$0.00
Flaggers OT			$27.00	$0.00
Driver 1 OT			$34.50	$0.00
Driver 2 OT			$31.50	$0.00
TOTAL			**LABOR SUBTOTAL**	$0.00

MATERIALS:

	Quantity	Unit	Price	Extended Price
Cold Mix (July)	47.51	TON	$80.00	$3,800.80
Cold Mix (July)	19.97	TON	$76.00	$1,517.72
Cold Mix (August)	58.73	TON	$76.00	$4,463.48
Cold Mix (September)	23.96	TON	$76.00	$1,820.96
				$0.00
				$0.00
				$0.00
			MATERIALS SUBTOTAL	$11,602.96

SUBCONTRACTORS:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			SUBCONTRACTORS SUBTOTAL	$0.00

UNIT PRICING:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			BID PRICING SUBTOTAL	$0.00

EQUIPMENT:

	Quantity	Unit	Price	Extended Price
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			EQUIPMENT SUBTOTAL	$0.00

LABOR SUBTOTAL		$0.00
LABOR BURDEN	**55%**	$0.00
LABOR PROFIT & OVERHEAD	**15%**	$0.00
MATERIALS SUBTOTAL		$11,602.96
MATERIALS PROFIT AND OVERHEAD	**15%**	$1,740.44
SUBCONTRACTORS SUBTOTAL		$0.00
SUBCONTRACTORS PROFIT AND OVERHEAD	**15%**	$0.00
BID PRICING SUBTOTAL		$0.00
EQUIPMENT		$0.00
EQUIPMENT MARKUP	**5%**	$0.00
SUBTOTAL		**$13,343.40**
BONDING COST	**1%**	$133.43
TOTAL		**$13,476.84** / LS

15308 GINGER STREET * AUSTIN, TX 78728 * (512) 990-7640 * Fax (512) 990-7855

Commissioners Court - Regular Session **70.**

Meeting Date: 03/21/2023

23IFB8 Corridor H Sam Bass Rd - Notice of Intent (NOI)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 23IFB8 Corridor H - Sam Bass Rd, a Road Bond program in Commissioner Pct. 3 Project: P462 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB8-Corridor H Sam Bass Rd-NOI Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:57 PM
Form Started By: Julissa Vasquez		Started On: 03/14/2023 01:48 PM
Final Approval Date: 03/16/2023		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CORRIDOR H - SAM BASS ROAD
Does the site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	SITE IS LOCATED ON SAM BASS ROAD FROM RM 1431 TO WYOMING SPRINGS ROAD.
City	ROUND ROCK
State	TX
ZIP	78681
County	WILLIAMSON
Latitude (N) (##.######)	30.543877
Longitude (W) (-###.######)	-97.760363
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111693438
What is the name of the Regulated Entity (RE)?	CORRIDOR H - SAM BASS ROAD
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	SITE IS LOCATED ON SAM BASS ROAD FROM RM 1431 TO WYOMING SPRINGS ROAD.
City	ROUND ROCK
State	TX
ZIP	78681
County	WILLIAMSON
Latitude (N) (##.######)	30.543877
Longitude (W) (-###.######)	-97.760363
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	

Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431577
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMIN
Enter new address or copy one from list:	CN600897888, Williamson County

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juvasquez@hntb.com

CNOI General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	24.32
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	03/06/2023
10	What is the estimated end date of the project?	03/02/2026
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Dry Fork to Brushy Creek
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
15.1	I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **71.**

Meeting Date: 03/21/2023

23IFB34 CR 307 Reconstruction - Notice of Intent (NOI)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 23IFB34 CR 307 Reconstruction, a Road Bond program in Commissioner Pct. 4 Project: P394 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB34-CR 307 NOI Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:57 PM
Form Started By: Julissa Vasquez		Started On: 03/14/2023 01:57 PM
Final Approval Date: 03/16/2023		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 307 Reconstruction
Does the site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	0.50 Mile North of CR 305 to CR 305 0.11 Mile west of CR 307 to 0.14 Mile east CR 307.
City	Jarrell
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.######)	30.83865
Longitude (W) (-###.######)	-97.617749
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	CR 307 Reconstruction
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	0.50 Mile North of CR 305 to CR 305 0.11 Mile west of CR 307 to 0.14 Mile east CR 307.
City	Jarrell
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.######)	30.83865
Longitude (W) (-###.######)	-97.617749
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431577
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMIN
Enter new address or copy one from list:	CN600897888, Williamson County

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juvasquez@hntb.com

CNOI General Characteristics

1	Is the project or site located on Indian Country Lands?	No
2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	6.2
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	03/27/2023
10	What is the estimated end date of the project?	03/31/2024
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Salado Creek
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1243
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **72.**

Meeting Date: 03/21/2023

23IFB33 Samsung Highway (FM3349 to CR 404) - Notice of Intent (NOI)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 23IFB33 Samsung Highway (FM3349 to CR 404), a Road Bond program in Commissioner Pct. 4 Project: P391 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB33-SamsungHwy_NOI Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 03:58 PM
Form Started By: Julissa Vasquez		Started On: 03/14/2023 02:01 PM
Final Approval Date: 03/16/2023		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Samsung Highway (FM3349 to CR 404)
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	From FM 3349 to CR 404
City	Taylor
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.52264
Longitude (W) (-###.######)	-97.48824
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Samsung Highway (FM3349 to CR 404)
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	From FM 3349 to CR 404
City	Taylor
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.52264
Longitude (W) (-###.######)	-97.48824
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Oscar Salazar Bueno
Suffix	JR
Credentials	
Title	County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMIN
Enter new address or copy one from list:	CN600897888, Williamson County

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juvasquez@hntb.com

CNOI General Characteristics

1	Is the project or site located on Indian Country Lands?	No

2	Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3	Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4	What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
5	If applicable, what is the Secondary SIC Code(s)?	
6	What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	15.67
7	What is the construction project or site type?	Highway or Road
8	Is the project part of a larger common plan of development or sale?	No
9	What is the estimated start date of the project?	03/27/2023
10	What is the estimated end date of the project?	05/06/2024
11	Will concrete truck washout be performed at the site?	Yes
12	What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Turkey Creek, Brushy Creek
13	What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
14	Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
15	Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
16	I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
17	I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
18	I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **73.**

Meeting Date: 03/21/2023

Sam Bass Road Electric Utility Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Electric Utility Easement with Pedernales Electric Cooperative, Inc. for a 0.444 AC easement required on property owned by Williamson County and needed for the Sam Bass Road widening (Corridor H) project. Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:01 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:01 PM
Final Approval Date: 03/16/2023		

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON §

THAT WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantor(s)" (whether one or more), of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as herein described for the purpose of an electric distribution line consisting of a variable number of wires and all necessary or desirable appurtenances (including a riser pole or other poles made of wood or other materials, guys and anchors), and/or a variable number of underground cables, and all necessary appurtenances (including conduits, primary cables, secondary conductors, enclosures, ground rods, concrete pads, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightning arrestors overground) through, across, and under the following described lands located in Williamson County, Texas, to wit:

> Being all of that certain 0.444 acre (19,318 square foot) parcel of land out of and part of the J.H. Dillard Survey, Abstract 179, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

Together with the right of ingress and egress over Grantor(s) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining and removing said lines, cables and appurtenances, however, such right of ingress and egress over adjacent lands shall only be used if no reasonable access from public right of way is otherwise available; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate along the same general direction of said system; the right to remove from said lands all trees or parts thereof, or other obstructions, which may endanger or interfere with the efficiency and maintenance of said system or their appurtenances; and the right to place temporary structures for use in constructing or repairing said system.

Grantor(s) warrants that Grantor(s) is/are the owner(s) of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished by the Cooperative.

Grantor(s), Grantor(s) heirs and legal representatives bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my/our hand(s) this _____ day of _____, 2023.

[signature pages follow]

Grantor(s) Signature(s):

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., Williamson County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

Accepted:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By:_____

Name:_____

Its:_____

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

_____
Notary Public in and for the State of Texas

Please return to:

Pedernales Electric Cooperative
_____
_____

EXHIBIT "A"

County: Williamson
Parcel No.: 13E March 9, 2023
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

PROPERTY DESCRIPTION FOR EASEMENT 13E

DESCRIPTION OF A 0.444 ACRE (19,318 SQ. FT.) EASEMENT LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 7.643 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO WILLIAMSON COUNTY, TEXAS, RECORDED JUNE 2, 2021 IN DOCUMENT NO. 2021082407, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.444 ACRE (19,318 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 489.12 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 296+15.23 on the south line a called 254.4 acre tract of land, described in a deed to the City of Round Rock, recorded in Document No. 20000066640, O.P.R.W.C.TX., for the northwest corner of the remainder of a called 32.96 acre tract of land, described in a deed to Bruce E. Gessaman, and wife, Carole D. Gessaman, recorded in Volume 2553, Page 222, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the northeast corner of said 7.643 acre tract;

THENCE S 00°10'15" E, departing the south line of said 254.4 acre tract, with the common line of said 7.643 acre tract and said remainder of a called 32.96 acre tract, a distance of 402.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found 90.77 feet left of Sam Bass Road E.C.S 296+73.32 on the existing north right-of-way line of Sam Bass Road, for the south corner of said 7.643 acre tract and the southwest corner of said remainder of a called 32.96 acre tract;

THENCE departing the common line of said 7.643 acre tract and said remainder of a called 32.96 acre tract, with the existing north right-of-way line of Sam Bass Road, the following two (2) courses and distances:

N 87°07'40" W, a distance of 204.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found 72.00 feet left of Sam Bass Road E.C.S. 294+69.22, and

N 81°52'22" W, a distance of 101.86 feet to a calculated point being 68.94 feet left of Sam Bass Road E.C.S. 293+67.89 (Surface Coordinates: N=10,170,368.67, E=3,109,316.56) for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the existing north right-of-way line of Sam Bass Road, the following three (3) courses and distances numbered 1 – 3:

1) N 81°52'22" W, a distance of 466.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found for the beginning of a curve to the left,

2) With said curve to the left, an arc distance of 242.80 feet, through a central angle 12°58'38", having a radius of 1,072.00 feet, and a chord that bears N 88°21'41" W, a distance of 242.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found, and

3) S 85°09'00" W, a distance of 232.32 feet to a calculated point being 72.00 feet left of Sam Bass Road E.C.S. 284+41.71, for the southwest corner of the easement described herein;

THENCE departing the existing north right-of-way line of Sam Bass Road, over and across said 7.643 acre tract, the following thirteen (13) courses and distances numbered 4 – 16:

4) N 04°51'00" W, a distance of 20.00 feet to a calculated point being 92.00 feet left of Sam Bass Road E.C.S. 284+41.71, for the northwest corner of the easement described herein,

5) N 85°09'00" E, a distance of 232.32 feet to a calculated point being 92.00 feet left of Sam Bass Road E.C.S. 286+74.03, for the beginning of a curve to the right,

6) With said curve to the right, an arc distance of 164.98 feet, through a central angle of 08°39'23", having a radius of 1,092.00 feet, and a chord which bears N 89°28'42" E, a distance of 164.83 feet to a calculated angle point being 92.00 feet left of Sam Bass Road E.C.S. 288+25.12,

7) N 03°26'22" E, a distance of 14.96 feet to a calculated point being 106.96 feet left of Sam Bass Road E.C.S. 288+25.03,

8) S 86°33'38" E, a distance of 10.00 feet to a calculated point being 107.07 feet left of Sam Bass Road E.C.S. 288+34.06,

9) S 03°26'22" W, a distance of 15.07 feet to a calculated point, being 92.00 feet left of Sam Bass Road E.C.S. 288+34.28, for the beginning of a curve to the right,

10) With said curve to the right, an arc distance of 72.35 feet, through a central angle of 03°47'45", having a radius of 1,092.00 feet, and a chord which bears S 83°46'15" E, a distance of 72.33 feet to a calculated point being 91.98 feet left of Sam Bass Road E.C.S. 289+01.13,

11) S 81°52'22" E, a distance of 419.88 feet to a calculated point being 89.24 feet left of Sam Bass Road E.C.S. 293+20.99,

12) N 08°01'32" E, a distance of 28.53 feet to a calculated point being 117.77 feet left of Sam Bass Road E.C.S. 293+21.13,

13) S 81°58'28" E, a distance of 10.00 feet to a calculated point being 117.72 feet left of Sam Bass Road E.C.S. 293+31.13,

14) S 08°01'32" W, a distance of 28.54 feet to a calculated point being 89.18 feet left of Sam Bass Road E.C.S. 293+30.99,

15) S 81°52'22" E, a distance of 37.03 feet to a calculated point being 88.94 feet left of Sam Bass Road E.C.S. 293+68.02, and

16) S 08°07'38" W, a distance of 20.00 feet to the **POINT OF BEGINNING,** and containing 0.444 acres (19,318 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

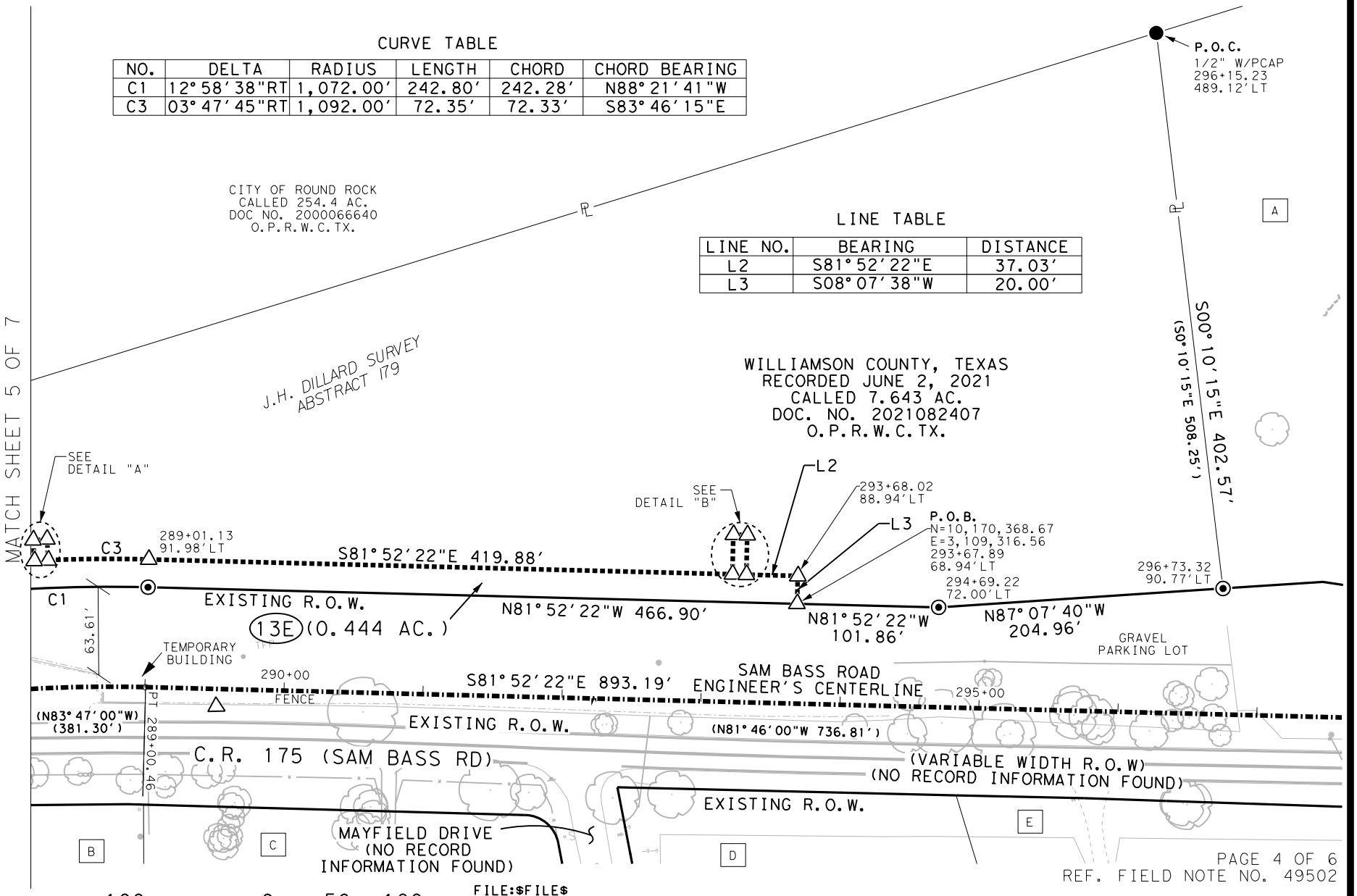
Scott C. Brashear 3/9/2023

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



REF. FIELD NOTE NO. 49502

FILE:$FILE$

EXISTING	7.643 AC.	ACQUIRE	0.000 AC.	REMAINING	7.643 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS
EASEMENT 13E
0.444 AC. (19,318 SQ. FT.)

EXHIBIT "A"

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 276+98.02
N = 10,170,276.64
E = 3,107,519.58
Δ = 74°08'11.95" (LT)
D = 09°48'39.32"
L = 755.65'
T = 441.17'
R = 584.00'
PC Sta 272+56.86
PT Sta 280+12.51

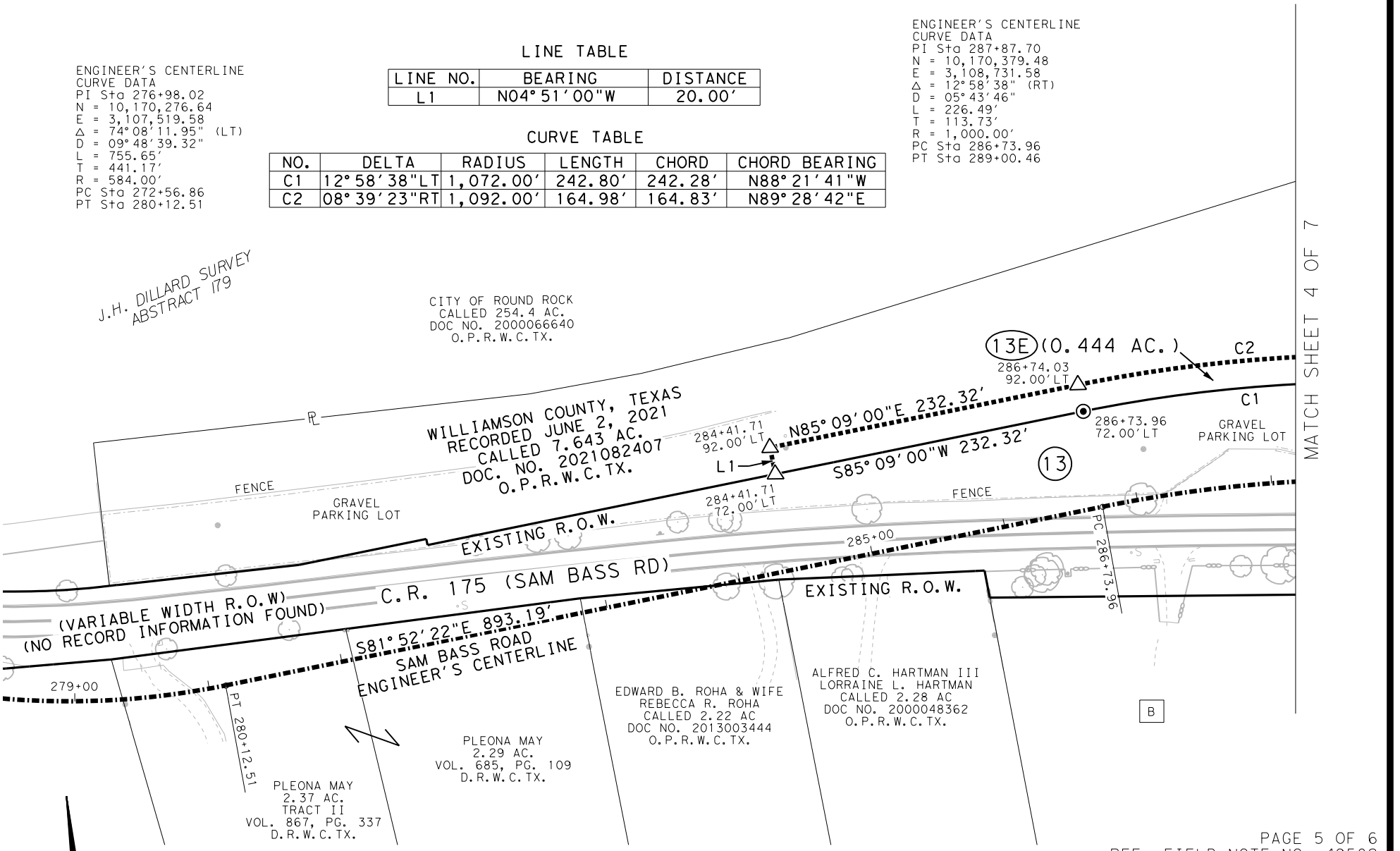
ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 287+87.70
N = 10,170,379.48
E = 3,108,731.58
Δ = 12°58'38" (RT)
D = 05°43'46"
L = 226.49'
T = 113.73'
R = 1,000.00'
PC Sta 286+73.96
PT Sta 289+00.46

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N04°51'00"W	20.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	12°58'38"LT	1,072.00'	242.80'	242.28'	N88°21'41"W
C2	08°39'23"RT	1,092.00'	164.98'	164.83'	N89°28'42"E



PAGE 5 OF 6
REF. FIELD NOTE NO. 49502

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILE:$FILE$

EXISTING	7.643 AC.	ACQUIRE	0.000 AC.	REMAINING	7.643 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS
EASEMENT 13E
0.444 AC. (19,318 SQ. FT.)

LEGEND

◉	5/8" IRON ROD FOUND WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/—	DISTANCE NOT TO SCALE
—1—	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"

A

BRUCE E. GESSAMAN &
WIFE, CAROLE D. GESSAMAN
REMAINDER OF A CALLED 32.96 AC.
VOL. 2553, PG. 222
O.R.W.C.TX.

B

SKAGGS FAMILY REVOCABLE TRUST
DOC. NO. 2012066334
O.P.R.W.C.TX.

LOT 4A
REPLAT OF LOT AND 5
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET P, SLIDE 295
P.R.W.C.TX.

C

PAT O. JORDEN &
DEBORAH V. JORDEN,
HUSBAND AND WIFE
DOC. NO. 1998028459
O.R.W.C.TX.

LOT 5A
REPLAT OF LOT 4 AND 5
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET P, SLIDE 295
P.R.W.C.TX.

D

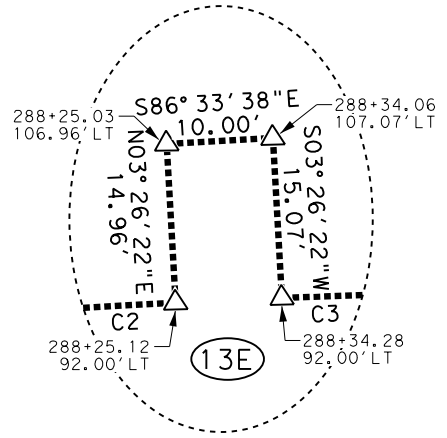
JOHN M. LINDELL
VOL. 617, PG. 825
D.R.W.C.TX.

TRACT NO. 71
BRUSHY BEND PARK
SECTION II, PHASE II
VOL. 10, PG. 25
P.R.W.C.TX.

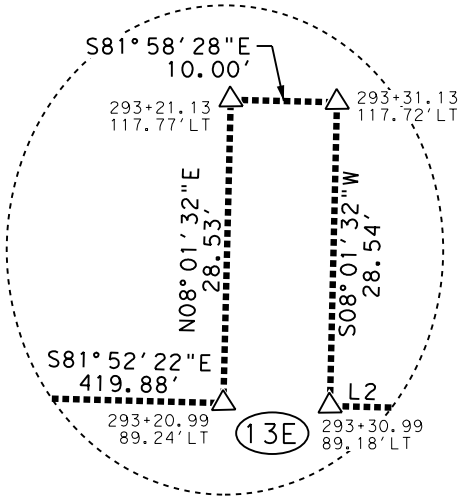
E

KEVIN JOHN LINDELL
DOC. NO. 2002032117
O.P.R.W.C.TX.

LOT 3
RESUBDIVISION OF
LOTS 71 & 72
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET U, SLIDE 313
P.R.W.C.TX.



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/9/2023

DATE

REF. FIELD NOTE NO. 49502

FILE:$FILE$

EXISTING	7.643 AC.	ACQUIRE	0.000 AC.	REMAINING	7.643 AC. LEFT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
WILLIAMSON COUNTY, TEXAS
EASEMENT 13E
0.444 AC. (19,318 SQ. FT.)

Commissioners Court - Regular Session **74.**

Meeting Date: 03/21/2023

Interlocal Agreement with Jonah Water Special Utility District for CR 401/Future County Road

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Water Special Utility District regarding relocation of Water System Improvements CR 401/Future County Road Roadway Construction Project. Funding Source: Road Bonds P390c/619a

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:02 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:05 PM
Final Approval Date: 03/16/2023		

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
CR 401/FUTURE COUNTY ROAD ROADWAY CONSTRUCTION PROJECT

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (**"Agreement"**) is entered into between Jonah Water Special Utility District (the **"District"**) and Williamson County, a political subdivision of the State of Texas (the **"County"**). In this Agreement, the District and the County are sometimes individually referred to as **"a Party"** and collectively referred to as **"the Parties"**.

WHEREAS, the County is and has been in the process of designing and improving CR 401 and Future County Road, the location of which is shown on Exhibits "A-1 & A-2", attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-of-way into easements in which the District's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of District water lines is necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project have been prepared by the District, and are attached hereto as Exhibits "B-1 & B-2" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the District's waterlines in certain segments of the County Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
GENERAL PROVISIONS

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the Relocation Project caused by the County's construction of the County Project.

1.02 County Relocation of Waterlines. The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, subject to the reimbursement allocations as further set out in this Agreement. As stated below, the County must reimburse the District for the reimbursable percentage of costs related to the design of the Plans.

1.03 County to Obtain and Assign Easements. The County must acquire at its own expense waterline easement rights in favor of the District in the location shown on Exhibit "C", attached hereto, as required by the District for the Relocation Project, as shown in the Plans. This Agreement specifically allows and authorizes the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the District. The form of the easement granting document must be approved by the District prior to acquisition. The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project. Any easements acquired as set out herein which are not otherwise granted directly to the District shall be assigned by the County to the District upon completion of construction of the Relocation Project.

1.04 Permit Obligations. Other than the Relocation Project permit required from Union Pacific Railroad (UPRR) for boring under its property or facilities, which shall be the sole obligation of the District to obtain, the County must secure all permits required for construction of the County Project and the Relocation Project. The County is responsible for the costs associated with the permits. The District is not responsible for costs associated with permitting of the County Project or Relocation Project, and shall specifically be reimbursed for any costs associated with obtaining required boring permits from UPRR, and in accordance with the procedures for reimbursement of other costs as set out in Section 2.08 below.

1.05 Obligations. The District is responsible for the design of the Plans including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 94.94% the District's costs relating to the CR 401 Relocation Project design, and 100% of the District's costs relating to Future County Road Relocation Project design, pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

1.06 Continuation of Service. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the prolonged loss of water service to any such customers.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the District agree that the County is responsible for 94.94% of the construction costs of the CR 401 portion of the Relocation Project (estimated at $641,678.00) and the District is responsible for 5.06% of the construction costs of the CR 401 portion of the Relocation Project (estimated at $29,800.82). The County and District further agree that the County is responsible for 100% of the construction costs of the Future County Road portion of the Relocation Project (estimated at $57,128.35). Collectively, these shares are referred to as the Construction Costs.

2.02 Calculation and Payment of Betterment Costs. N/A.

2.03 Payment and Maintenance. The District's share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.

2.04 Construction Plans. The District has submitted the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.

2.05 Inspection. The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the District.

2.06 Insurance, Bonds and Warranties. The County must require the contractor for the County Project to name the District as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County must transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project.

2.07 Prior Rights for Future Relocations. Should the County or its successors require the relocation of the District water system improvements previously relocated by this Agreement of the type and within the limits identified as follows:

For CR 401 Project:

(a) **4" Waterline, (JWSUD Sta. A-23+80 to Sta. A-46+46); and**

(b) **2" Waterline, (JWSUD Sta. B-0+21 to Sta.B-2+85).**

For Future County Road Project:

(a) 2" Waterline, (JWSUD Sta. A-00+00 to Sta A-3+00)

the County shall, at its own expense, be responsible for all costs associated with said relocation, including the acquisition of new easements, if necessary. The obligations of this section survive any termination of this Agreement.

2.08 Other Costs. The County must reimburse the District for the 94.94% reimbursable percentage of costs incurred by the District relating to the CR 401 portion of the Relocation Project, and reimburse the District for the 100% reimbursable percentage of costs incurred by the District relating to the Future County Road portion of the Relocation Project, for inspections, permitting, engineering and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.

2.09 As-Built Drawings. Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Effective Date. This Agreement is effective from the date of execution by the authorized representative of each Party.

4.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:	Jonah Water Special Utility District 4050 FM 1660 Hutto, Texas 78634 Attn: General Manager Telephone: (512) 759-2983
With a copy to:	John Carlton The Carlton Law Firm, P.L.L.C. 4301 Westbank Drive, Suite B-130 Austin, Texas 78746 Facsimile: (512) 900-2855 john@carltonlawaustin.com
COUNTY:	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Auditor Telephone: (512) 943-1577

4.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

Erica Guerrero, Executive Assistant

JONAH WATER SPECIAL UTILITY DISTRICT:

By: _____
Bill Brown, General Manager

Date: 3/2/2023

ATTEST:

_____
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: _____
Bill Gravell, Jr., County Judge

Date: _____

EXHIBIT "A-1"

F.A.P. NO. / DIST. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.	COUNTY	
TEXAS		WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			CR 401

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
	GENERAL
1	TITLE SHEET
2	INDEX OF SHEETS

WILLIAMSON COUNTY

COUNTY ROAD 401

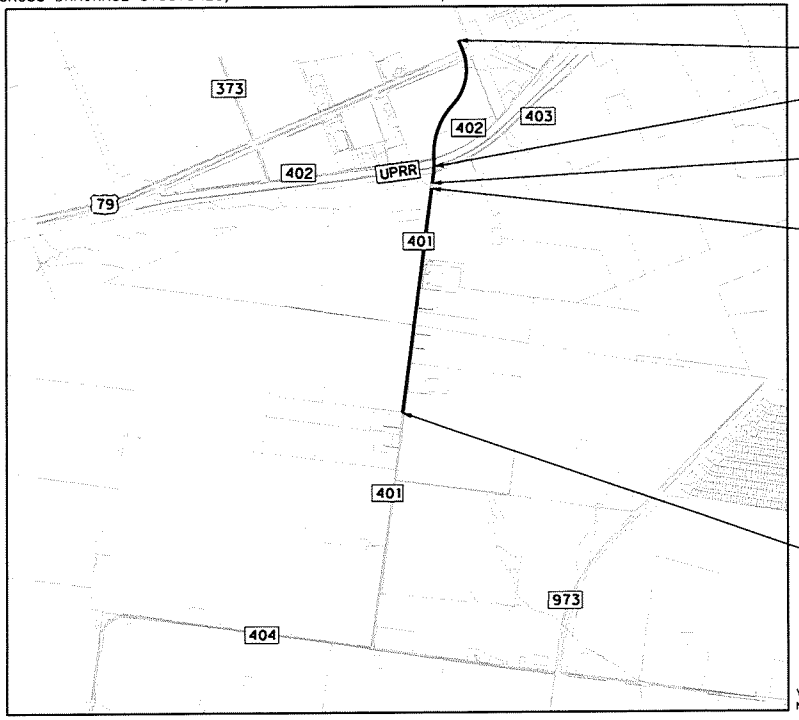
PRECINCT NUMBER 4

WILLIAMSON COUNTY PROJECT NO. _____

LIMITS: CR 401
ROADWAY = 6,376.49 FT = 1.208 MI
BRIDGE = 240 FT = 0.045 MI
NET LENGTH OF PROJECT = 6,616.49 FT = 1.253 MI

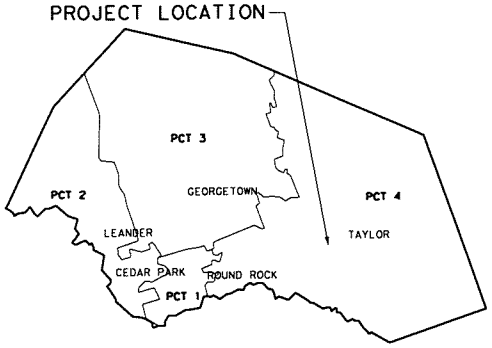
FOR THE RECONSTRUCTION AND EXTENSION OF EXISTING ROADWAY INCLUDING GRADING, BRIDGE STRUCTURE, CROSS DRAINAGE STUCTURES, TRAFFIC SIGNAL SYSTEM, ROADWAY SIGNING AND PAVEMENT MARKINGS

CR 401	CR402
DESIGN SPEED: 45 MPH	DESIGN SPEED: 30 MPH
2021 ADT = 120 2041 ADT =	2021 ADT = 391 2041 ADT =
CLASSIFICATION: RURAL MAJOR COLLECTOR	CLASSIFICATION: RURAL LOCAL
CR 403	**US 79**
DESIGN SPEED: 30 MPH	DESIGN SPEED: 65 MPH
2021 ADT = 117 2041 ADT =	2021 ADT = 24286 2041 ADT =
CLASSIFICATION: RURAL LOCAL	CLASSIFICATION: RURAL PRINCIPAL ARTERIAL



VICINITY MAP
NOT TO SCALE

REGISTERED ACCESSIBILITY SPECIALIST (RAS)
INSPECTION NOT REQUIRED



WILLIAMSON COUNTY PRECINCTS

TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

EXCEPTIONS:	NONE
EQUATIONS:	NONE
RAILROAD CROSSINGS:	DOT # 446581J
WATERSHED:	BRUSHY CREEK
AREA OF DISTURBANCE:	21.87 ACRES

HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners
Firm Registration Number 420

PREPARED BY:

RYAN J. LAGSDING, P.E.
PROJECT MANAGER

3/7/2022
DATE

STATE OF TEXAS
RYAN J. LAGSDING
113021
LICENSED PROFESSIONAL ENGINEER

WILLIAMSON COUNTY
1848

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All rights reserved.

Texas Department of Transportation

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RECOMMENDED BY:
WILLIAMSON COUNTY

HONORABLE BILL GRAVELL JR. — DATE
WILLIAMSON COUNTY JUDGE

RECOMMENDED BY:
WILLIAMSON COUNTY

COMMISSIONER RUSS BOLES — DATE
WILLIAMSON COUNTY PRECINCT 4

RECOMMENDED BY:
HNTB CORPORATION

RICHARD L. RIDINGS, P.E. — DATE
ROAD BOND MANAGER

4:18:13 PM
3/4/2022
PEN TABLE: 7713g_PEN-CR401_P2.tbl
PLOT DRIVER: 7713g_PSE-pdf.plt
USER: tatwilson
MODEL NAME: Default
FILE NAME: CR401-P2-TITLE.dgn

EXHIBIT "C"

County: Williamson
Parcel No.: Easement 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

May 24, 2022

PROPERTY DESCRIPTION FOR EASEMENT 1

DESCRIPTION OF A 0.015 ACRE (669 SQ. FT.) EASEMENT LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A, IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.015 ACRE (669 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, same being the proposed east right-of-way line of C.R. 401, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of a called 47.634 acre tract of land, described in a deed to Taylor 47 Business, LLC, recorded in Document No. 2021184603, O.P.R.W.C.TX., bears S 51°27'26" E, a distance of 292.28 feet;

THENCE S 73°17'46" W, departing the existing north right-of-way line of said C.R. 403, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, a distance of 205.18 feet to calculated point (Surface Coordinates: N=10,179,838.06, E=3,203,923.59), for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 1-3:

1) S 73°17'46" W, a distance of 20.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, for the southwest corner of the easement described herein,

2) N 46°02'00" W, a distance of 29.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, said point being the beginning of a curve to the right, and

3) With said curve to the right, an arc distance of 16.99 feet, through a delta of 00°57'43", having a radius of 1,012.00 feet, and a chord that bears N 15°58'02" E, a distance of 16.99 feet to a calculated point, for the northwest corner of the easement described herein;

THENCE departing the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 4-6:

4) S 46°02'00" E, a distance of 28.59 feet to a calculated point,

5) N 73°17'46" E, a distance of 11.22 feet to a calculated point, for the northeast corner of the easement described herein and,

EXHIBIT "C"

County: Williamson
Parcel No.: Easement 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

6) S 16°42'14" E, a distance of 15.00 feet to the **POINT OF BEGINNING**, and containing 0.015 acres (669 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

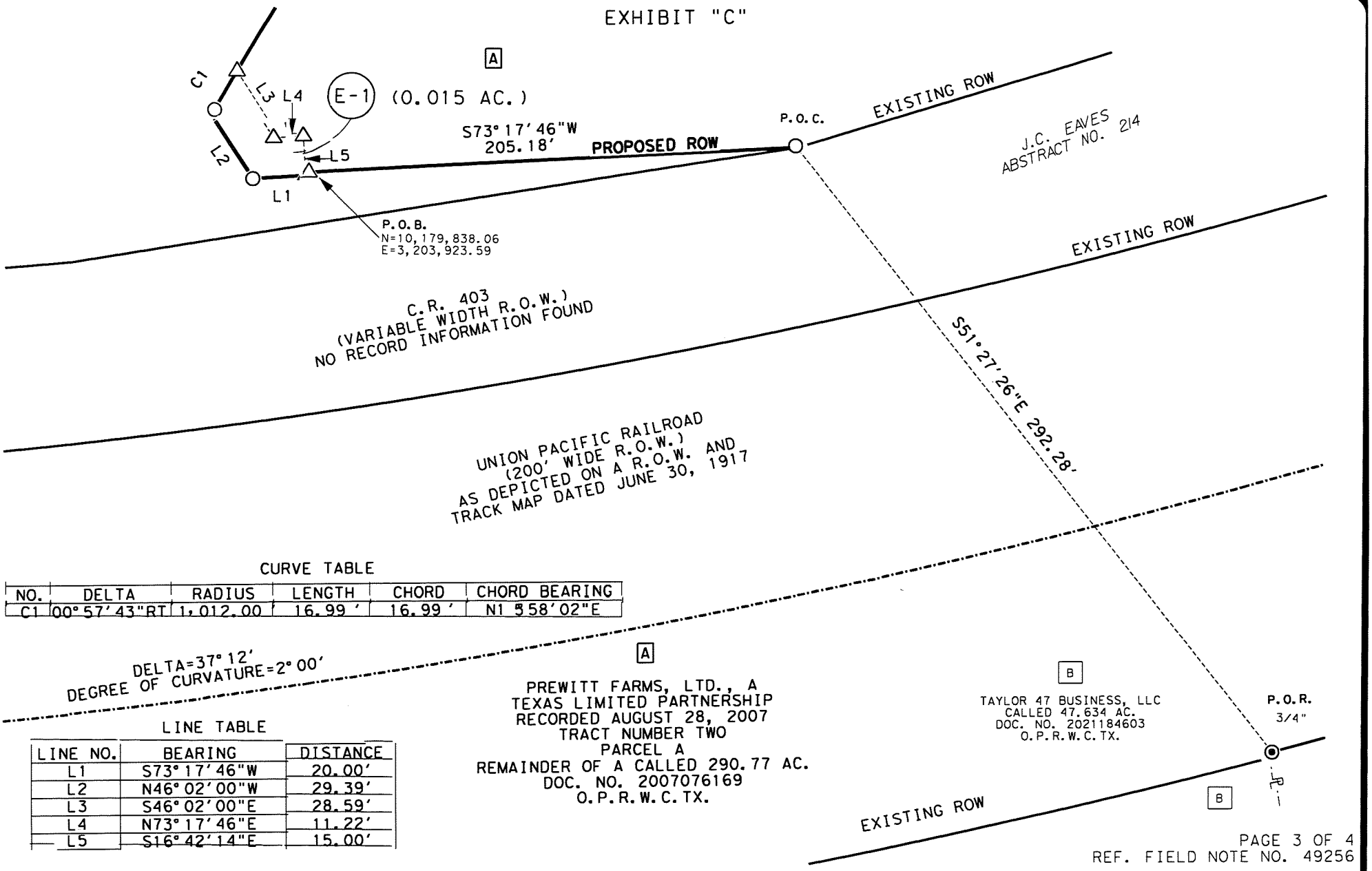
5/24/22

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



EXHIBIT "C"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°57'43"RT	1,012.00'	16.99'	16.99'	N1 58'02"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S73°17'46"W	20.00'
L2	N46°02'00"W	29.39'
L3	S46°02'00"E	28.59'
L4	N73°17'46"E	11.22'
L5	S16°42'14"E	15.00'

REF. FIELD NOTE NO. 49256

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\Jonah\P-Jonah_1.dgn

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

N

EXISTING	*45.082 AC.	ACQUIRE	0.000 AC.	REMAINING	45.082 AC. LEFT

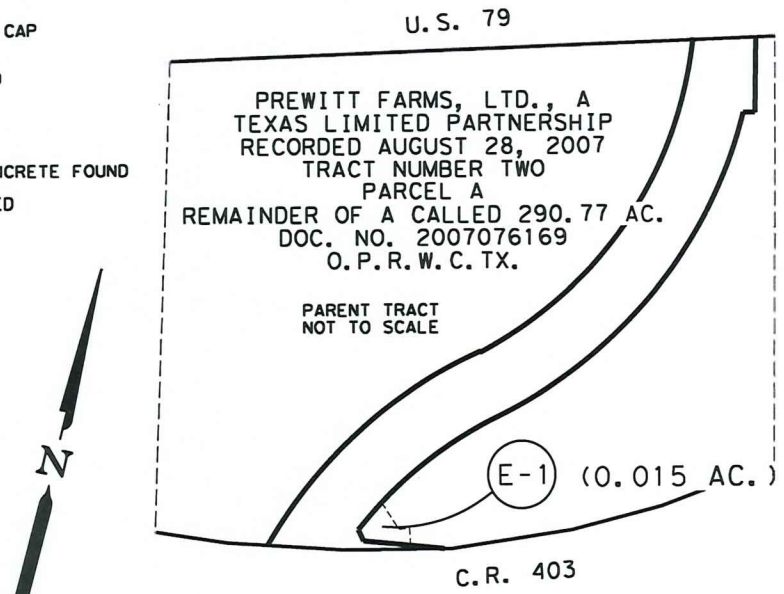
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
EASEMENT 1
0.015 AC. (669 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
————	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "C"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. GT2100341, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

5/24/22

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100341, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A. A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2015061237, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATIONS COMPANY, LP AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 2015075890, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, MAY AFFECT)

D. INTENTIONALLY DELETED.

E. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.

F. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

G. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

H. RIGHTS OF PARTIES IN POSSESSION.

I. INTENTIONALLY DELETED.

J. TERMS, PROVISIONS AND STIPULATIONS OF A POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES DATED JANUARY 19, 2022, EXECUTED BY AND BETWEEN PREWITT AARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. AND WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2022032016, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)



REF. FIELD NOTE NO. 49256

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\Jonah\P-Jonah_1.dgn

EXISTING	*45.082 AC.	ACQUIRE	0.000 AC.	REMAINING	45.082 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
EASEMENT 1
0.015 AC. (669 SQ. FT.)

EXHIBIT "A-1"

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.	COUNTY	
TEXAS		WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			CR 401

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
	GENERAL
1	TITLE SHEET
2	INDEX OF SHEETS

WILLIAMSON COUNTY

COUNTY ROAD 401

PRECINCT NUMBER 4

WILLIAMSON COUNTY PROJECT NO. _____

LIMITS: CR 401
ROADWAY = 6,376.49 FT = 1.208 MI
BRIDGE = 240 FT = 0.045 MI
NET LENGTH OF PROJECT = 6,616.49 FT = 1.253 MI

FOR THE RECONSTRUCTION AND EXTENSION OF EXISTING ROADWAY INCLUDING GRADING, BRIDGE STRUCTURE, CROSS DRAINAGE STUCTURES, TRAFFIC SIGNAL SYSTEM, ROADWAY SIGNING AND PAVEMENT MARKINGS

CR 401
DESIGN SPEED: 45 MPH
2021 ADT = 120
2041 ADT =
CLASSIFICATION: RURAL MAJOR COLLECTOR

CR402
DESIGN SPEED: 30 MPH
2021 ADT = 391
2041 ADT =
CLASSIFICATION: RURAL LOCAL

CR 403
DESIGN SPEED: 30 MPH
2021 ADT = 117
2041 ADT =
CLASSIFICATION: RURAL LOCAL

US 79
DESIGN SPEED: 65 MPH
2021 ADT = 24286
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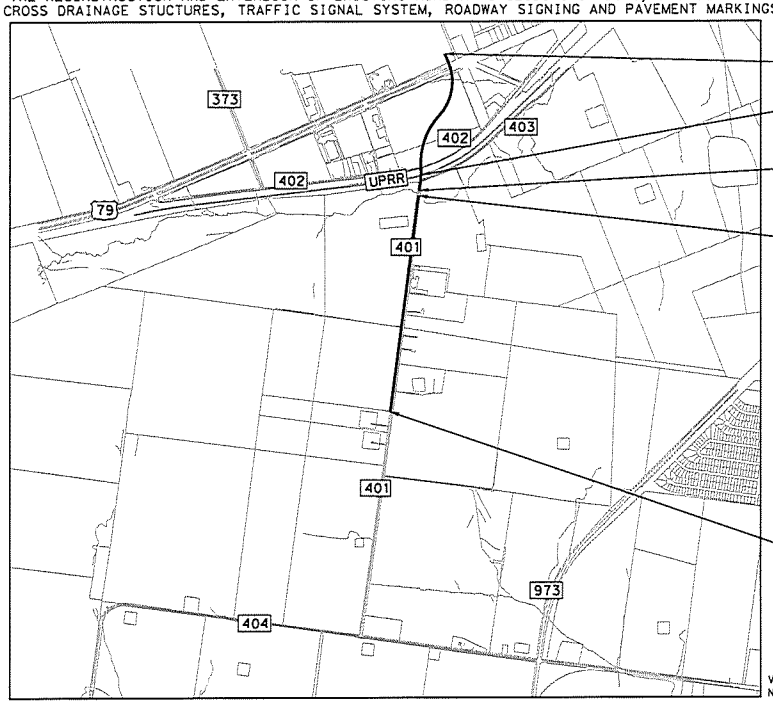
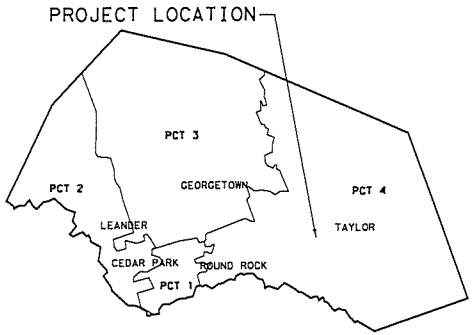
CLASSIFICATION: RURAL PRINCIPAL ARTERIAL



VICINITY MAP
NOT TO SCALE

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED



WILLIAMSON COUNTY PRECINCTS

TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

EXCEPTIONS:	NONE
EQUATIONS:	NONE
RAILROAD CROSSINGS:	DOT # 446581J
WATERSHED:	BRUSHY CREEK
AREA OF DISTURBANCE:	21.87 ACRES

HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners
Firm Registration Number 420

PREPARED BY:
RYAN J. LAGSDING, P.E. — 2/7/2022 DATE
PROJECT MANAGER

STATE OF TEXAS
RYAN J. LAGSDING
113021
LICENSED
PROFESSIONAL ENGINEER

WILLIAMSON COUNTY
1848

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Texas Department of Transportation

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RECOMMENDED BY:
WILLIAMSON COUNTY

HONORABLE BILL GRAVELL JR. — DATE
WILLIAMSON COUNTY JUDGE

RECOMMENDED BY:
WILLIAMSON COUNTY

COMMISSIONER RUSS BOLES — DATE
WILLIAMSON COUNTY PRECINCT 4

RECOMMENDED BY:
HNTB CORPORATION

RICHARD L. RIDINGS, P.E. — DATE
ROAD BOND MANAGER

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EXHIBIT "A-2"

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.	COUNTY	
TEXAS		WILLIAMSON	
CONT.	SECT.	JOB	HIGHWAY NO.
			FCR

WILLIAMSON COUNTY

FUTURE COUNTY ROAD
PRECINCT NUMBER 4

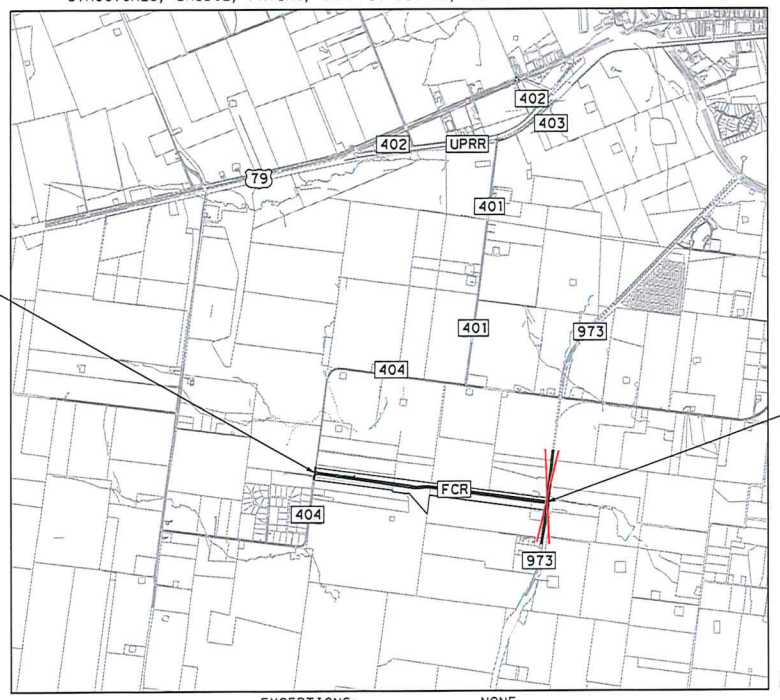
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
	GENERAL
1	TITLE SHEET
2	INDEX OF SHEETS

WILLIAMSON COUNTY PROJECT NO. 22IFB126

LIMITS: COUNTY ROAD 404 TO FARM TO MARKET 973
ROADWAY = 6921.80 FT = 1.311 MI
BRIDGE = 820.00 FT = 0.155 MI
NET LENGTH OF PROJECT = 7741.80 FT = 1.466 MI

FOR THE CONSTRUCTION OF NEW ROADWAY INCLUDING GRADING, CROSS DRAINAGE STRUCTURES, BRIDGE, PAVING, TRAFFIC SIGNAL, SIGNING AND PAVEMENT MARKING.



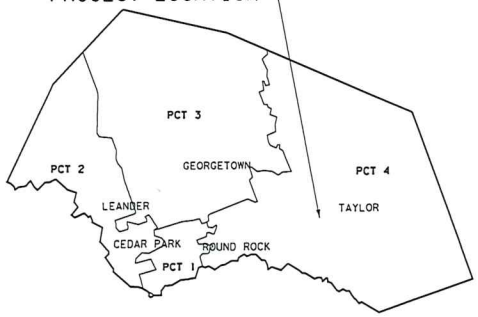
BEGIN PROJECT
℄ FCR
STA 295+42.09

END PROJECT
℄ FCR
~~STA 372+83.89~~
STA 372+06.29

VICINITY MAP
NOT TO SCALE

REGISTERED ACCESSIBILITY SPECIALIST (RAS)
INSPECTION NOT REQUIRED

PROJECT LOCATION



WILLIAMSON COUNTY PRECINCTS

EXCEPTIONS:	NONE
EQUATIONS:	NONE
RAILROAD CROSSINGS:	NONE
WATERSHED:	BRUSHY CREEK
AREA OF DISTURBANCE:	28.46 ACRES

TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners
Firm Registration Number 420

PREPARED BY:
RYAN J. LAGSDING, P.E.
PROJECT MANAGER
6/13/2022
DATE

STATE OF TEXAS
RYAN J. LAGSDING
113021
LICENSED
PROFESSIONAL ENGINEER

FUTURE COUNTY ROAD

DESIGN SPEED:
45 MPH

2021 ADT = XXX
2041 ADT = XXX

CLASSIFICATION:
RURAL MAJOR COLLECTOR

WILLIAMSON COUNTY
1848

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Texas Department of Transportation

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RECOMMENDED BY:
TEXAS DEPARTMENT OF TRANSPORTATION

JOHN PETERS, P.E. — DATE
AREA ENGINEER

RECOMMENDED BY:
TEXAS DEPARTMENT OF TRANSPORTATION

TUCKER FERGUSON, P.E. — DATE
DISTRICT DESIGN ENGINEER

RECOMMENDED BY:
TEXAS DEPARTMENT OF TRANSPORTATION

DATE

DWAYNE HALBARDIER, P.E.
DISTRICT DESIGN ENGINEER

RECOMMENDED BY:
WILLIAMSON COUNTY

HONORABLE BILL GRAVELL JR. — DATE
WILLIAMSON COUNTY JUDGE

RECOMMENDED BY:
WILLIAMSON COUNTY

COMMISSIONER RUSS BOLES — DATE
WILLIAMSON COUNTY PRECINCT 4

RECOMMENDED BY:
HNTB CORPORATION

RICHARD L. RIDINGS, P.E. — DATE
ROAD BOND MANAGER

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EXHIBIT "B-1"

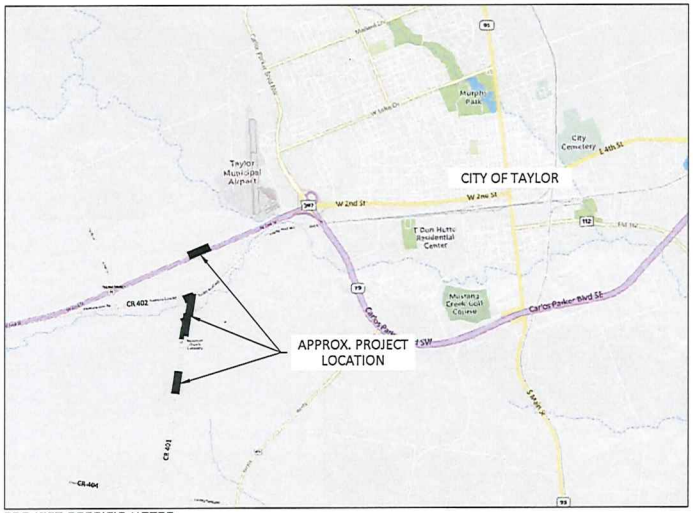
JONAH SUD

4050 FM 1660
HUTTO , TEXAS 78634
1-512-759-1286
PWS ID 246002
CCN ID 10970

2021 - CR 401, UTILITY ADJUSTMENTS

GENERAL CONSTRUCTION NOTES

1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS
2. THE CONTRACTOR SHALL NOTIFY
   2.1. THE TxDOT HIGHWAY MAINTENANCE FOREMAN
   2.2. RAILWAY SUPERINTENDENT
   2.3. COUNTY COMMISSIONER
   2.4. APPLICABLE CITY
   2.5. APPLICABLE UTILITY COMPANIES
   48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN THE VICINITY OF ANY EXISTING UTILITIES, AND SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.
3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.
4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE
9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
10. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS TO BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.
11. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12; SEE HTTPS://WWW.DOT.STATE.TX.US/INSDOTDOT/ORGCHART/CMD/CSERVE/STANDARD/TOC.HTM FOR SHEETS.



PROJECT SPECIFIC NOTES:

1. SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.
2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.
3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.
4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURE'S RECOMMENDATIONS.

SHEET INDEX:

G1	GENERAL NOTES
G2	TAKE OFF
K1	KEY MAP
1	WATERLINE ALIGN. 'A'; STA. A-00+00 TO A-07+00
2	WATERLINE ALIGN. 'A'; STA. A-24+00 TO A-31+50
3	WATERLINE ALIGN. 'A'; STA. A-31+50 TO A-38+50
4	WATERLINE ALIGN. 'A'; STA. A-38+50 TO A-45+50
5	WATERLINE ALIGN. 'B'; STA. A-23+50 TO A-02+50
6	STANDARD DETAILS
7	STANDARD DETAILS
8	TCP / EROSION CONTROL DETAIL

THIS DOCUMENT IS ISSUED FOR PRELIMINARY REVIEW ONLY, NOT TO BE USED FOR CONSTRUCTION

APPROVED

CIVIL ENGINEER

4/29/22
DATE APPROVED

OWNER

DATE APPROVED

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702 Ph. 254-744-3439
MILES@COYOTECON.COM

JONAH WATER S.U.D.
2021 - CR 401, UTILITY ADJUSTMENTS

General notes:

1) The proposed roadway, drainage, existing utilities shown on these plans were received by Jonah Water S.U.D. from thier representitives. It shall be the Contractor's responsibility to familiarize themselves with the County's project documents, so that any discrepancies can be avoided.

2) Various portions of the work shall be performed on private property as shown in the drawings. The owner has or is obtaining right of entry permission, permanent easement, or permanent right of way for all portions of private property requiring work (in addition to areas where there are pre-existing permanent easements), unless noted otherwise in project special provisions. The contractor shall not access or disturb private property without giving notice to each private property owner at least one week prior to construction activities on their property, including an estimated duration that their property will be affected. Every effort shall be made by the contractor to schedule work to minimize disruption to property owners. Upon completion of work (or phases of work), private properties shall be restored to existing or better conditions, than that of those that existed just prior to the beginning of construction.
   a) Refer to project Property Owner line list for tract information and easement statuses.

3) The locations of underground utilities as shown hereon are based on above ground structures, record drawings, or information from other entities provided to the engineer. Locations of underground utilities structures may vary from locations shown hereon. Additional buried utilities structures may be encountered. Before excavations are begun, the following entities shall be contacted for verification of utility type and field locations.
   a. Gas, telephone, electric, fiber optic, oil: call Texas 811 at 800-344-8377
   b. Water: call the Jonah Water and/or City of Taylor

4) The Contractor shall pothole the existing utilities lines ahead of the pipeline installation to verify adequate room is available for the trenching of the proposed lines. If the proposed trench for the water lines and the existing location of the utility lines are to become in conflict, the Contractor shall at his cost provide excavation and possible shoring up of the conflicting utilities, to allow for the trenching of the proposed water lines. The Contractor protect the existing utility lines at their expense and shall place the line back into its original alignment once the trench is being backfilled. It will be imperative that the contractor shall compact the trench as to not allow excessive settlement that could damage the exiting utility line.
   a) If shoring of lines is required, the Contractor shall notify the utility's owner of the process that is to take place at least 72 hours in advance to schedule inspections and assistance from the utility's owner. No separate payment, for the costs associated with this process, shall be made and shall be subsidiary to the other applicable costs.

5) Prior to beginning any construction, the contractor shall verify horizontal and vertical locations of all known existing utilities which will either be connected to, adjacent, or crossed. If there are any conflicts between proposed and existing utilities, or if the existing utilities are in any way different from what is shown on the drawings, it shall be the contractor's responsibility to notify the engineer before proceeding with any construction. The contractor shall work with the engineer in resolving such conflicts before proceeding with work.

6) When unlocated or incorrectly located underground piping, or a break located in the line, or other utilities and services are encountered during work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

7) Contractor shall take all due precautions to protect existing facilities and features from damage during construction, including all features on private property (trees, landscaping irrigation, fences, etc.) and franchise utilities. Any damage to existing features that are not called to be removed shall be repaired or restored to conditions equal to or greater than those just prior to the beginning of construction, by the Contractor, at no additional cost to the owner.

8) Any work completed without prior written authorization which is not included in these plans and specifications will not be compensated by the Owner.

9) Protect mailboxes and other features located within the R.O.W. If features conflict with proposed construction, contractor shall remove, protect, and reinstall features accordingly (temporary mailboxes may be required). Protecting installed features is subsidiary to other bid items.

10) Contractor shall not store materials, equipment or other construction items on adjacent properties or ROW without the prior written consent of the property owner, the City, County and/or State (for within ROW).

11) The Contractor shall not place any waste materials in the 100-year Flood Plain without first obtaining an approved Flood Plain Permit.

12) The contractor shall protect all survey control during construction and be responsible for damaged control.

13) The contractor is responsible for performing all construction staking.

14) Contractor shall always maintain a clean construction site free from trash, litter, blowing debris, and silt runoff.

15) The contractor shall keep accurate records of all construction that deviates from the plans. The contractor shall furnish the Owner accurate "Record Drawings" following completion of all construction.

16) When construction is being carried out within easements, the contractor shall confine their work within the permanent and any temporary easements. Prior to final acceptance, the contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the property owner and or Owner.

17) Contractor to trench in such a manner as to separate topsoil, stockpile, and place on top layer of trench.

18) When work requires a permit, the contractor shall follow the provisions of the permit.

19) Pre-Construction Site Video: Before the start of any construction. The Project shall be video recorded by the Contractor with one copy submitted to the Owner's Inspector. A pre-site video is to provide accurate documentation of the existing conditions.

20) Power Pole Bracing: Contractors should be advised that there are existing overhead utility poles along the project. Contractors should further be advised that if the distance from the outside face of a utility trench to the face of a utility pole is less than 5 feet, said utility pole is subject to bracing, based on a determination made by utility pole owner. Costs incurred by Contractor for bracing of these utility poles is made through a separate bid item, no additional payment shall be made. It is advisable for the Contractor to review the construction documents and visit the construction site to determine potential impacts.

21) Holiday Work: Contractors will not be allowed to perform work on Owner recognized holidays.
   a) Weekend Work: Contractors are required to notify the Owner/Project's inspector 48 hours in advance to request weekend work. Submitted requests do not grant automatic acceptance of request.
   b) All work installed without holiday/weekend approval will be subject to be uncovered for proper inspection, at no additional cost to the Owner/Project.

22) The contractor shall be responsible for training his employees and subcontractors in the recognition and avoidance of unsafe conditions, and in the regulations and hazards which apply to the area in which the work will take place.

23) All contract work in these drawings shall be carried out in accordance with the latest editions of the following national codes and standards:
   a) International Building Codes, 2012 (IBS2012).
   b) American Society of Civil Engineers (ASCE) 7- 02.
   c) Occupational Safety and Health Administration (OSHA).
   d) National Fire Protection Association (NFPA).
   e) National Fire Code (NFC).

24) The Contractor shall dispose of all materials removed which are not to be reinstalled or salvaged on the project. Disposal of materials shall be the responsibility of the contractor.

25) Unless prior permission is obtained from the owner's representative, the contractor shall confine all construction activity, staging areas, etc., within the limits of construction.

26) Adequate barricades, warnings and lighting will be employed for safety and traffic flow. All work shall be done in accordance with the Texas Manual of Uniform Control Devices for Streets and Highways.

27) Excavations shall not be made during inclement weather. Water accumulation in excavations exceeding 1 inch shall be pumped out before concrete is placed.

28) The contractor shall be solely responsible for the design and implementation of a trench safety program. The contractor shall appoint a trench safety foreman who will always be on site while trenching or excavation is being performed. All excavations and backfill operations shall be in accordance with the latest OSHA excavation safety standards, OSHA 2226 and 29 CFR part 1926 subpart P. The contractor shall provide an excavation plan prepared by an engineer registered in the State of Texas. The excavation plan shall indicate the procedures to be used by the contractor to comply with the OSHA requirements. The excavation plan shall identify the "competent person" as required by paragraph 1926.651 (k)(1), within United States Department of Labor, that will work with each crew.

29) Contractor shall stay within the boundaries of easements at all times.

30) The contractor shall protect property from damage due to the progress of the work. Any damage to private property shall be repaired or replaced by the Contractor at his own expense.

31) The Contractor shall remove, replace, and restore to original condition, elevation, and location, all existing culverts, mailboxes, fences, and other existing improvements, including driveways and roads encountered during construct ion. All entrances shall be restored immediately. Ingress and egress to the property adjacent to construct ion shall be maintained by the Contractor.

Traffic Control Plan (TCP)

1) The Contractor shall be responsible to submit a traffic control plan for review. The plan shall be based upon applicable state requirements and established standards.
2) The Contractor will be required to keep traffic open during the utility crossings.
3) The Contractor is responsible to monitor the plan as the work progresses and submit modifications for review as needed.
4) The Contractor shall be responsible to ensure the Project's Engineer and Inspector a copy of the signed plan prior to beginning work.

Demolition Notes:

1) Existing pavement to be removed (HMAC and concrete pavement, curb, sidewalk, driveway aprons, etc.) Shall become property of the contractor and disposed of legally (base bid and alternate bid).
2) Contractor shall keep existing water and wastewater systems in service for the duration of the project while constructing proposed improvements.
3) Contractor shall saw-cut neat line where new pavement adjoins existing pavement to remain. Reference saw-cut notes below:
   a) HMAC paving: saw-cut neat line and place proposed HMAC flush with existing surface at limits.
   b) Curb & gutter: saw-cut neat line and dowel into existing curb & gutter at limits. Contractor to match flowlines.
   c) Driveway and sidewalks: saw-cut neat line and place expansion joint at limits.

4) All existing fences are to remain unless otherwise noted on the drawings. Any damage to fences shall be repaired to equal or better conditions, than that of those that existed just prior to the beginning of construction, at no additional cost to the owner.

Tree Protection Requirements:

1) Prior to construction, the contractor shall mark all trees that are to be protected (as indicated on plans or as directed by Owner) with clearly marked 4' tall orange barricade fence and signage to protect the area under the canopy drip line of any protected tree or group of protected trees. The drip line is the outer extent of any branching and or leaves. At select trees, as shown on the plans or directed by the Owner, the tree protection limits may encroach within the dripline to accommodate construction. Do not exceed 24" ground penetration with support stakes at any location.
2) During construction, the contractor shall:
   a) Prohibit employees and equipment from accessing areas within tree protection limits.
   b) Prohibit cleaning of equipment or storage of materials and disposal of any waste material, including, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., within tree protection limits.
   c) Prohibit attachments or wires of any kind, other than those of a protective nature, to any protected tree.
   d) Prohibit the disturbance of existing ground grades within tree protection limits.
3) If roots are exposed when performing excavations near protected trees, roots shall be cut cleanly at 90-degree angles (no ripping, tearing, or pulling).
4) All trees to be removed shall be marked in the field and reviewed with the engineer and owner prior to removal.
5) Contractor may be financially responsible for trees damaged due to contractor's neglect.
6) When directed by owner, contractor shall trim trees. This work is subsidiary to the applicable items. Remove all limbs to a point 10 feet above natural ground (or 15' above pavement) utilizing the following steps:
   i) Cut 1/3 through bottom of limb 8" to 12" away from main stem or trunk
   ii) Remove limb 4" to 6" beyond the first cut
   iii) Remove stump with a smooth cut so that trace collar of the removed limb protrudes approximately ½" from main stem or trunk.

Paving Construction Notes:

1) Contractor shall protect all existing and or proposed water, wastewater, and storm drain facilities throughout paving operations. Contractor shall replace any facilities damaged during paving operations at no additional cost to the Owner. All manholes and valves falling within pavement area shall be adjusted to finished grade and shall be subsidiary to other bid items.
2) Contractor shall match existing driveway/sidewalk with exposed aggregate finish, if applicable.
3) Contractor shall protect all adjoining pavement during construction. Damages shall be prepared at contractor's expense.
4) Asphalt pavement and/or concrete items shall be saw- cut where existing asphalt pavement or a concrete item is being partially removed. These cuts shall be vertical and made with a saw (1- 1/ 2" deep).
5) At a minimum, pavement repair shall consist of 2" of HMAC and 12" of concrete subgrade if the existing pavement section is found to be thicker, the pavement the repair section shall be increased to match the existing section.
6) Unless noted otherwise, concrete for rip- rap, sidewalks and other miscellaneous site structures and/or site flatwork shall be normal weight and shall attain a minimum 28- day compressive strength of 3,000 psi. Use gray Portland cement conforming to ASTM c 150 Type I. Minimum cement content shall be 4 sacks per cubic yard. Maximum water cement ratio shall be 0.50. Maximum slump shall be 5 inches. Maximum aggregate size shall be 1 ½ ". Provide 4 to 6 percent air- entrainment, conforming to ASTM C260. Chemical admixtures shall conform to ASTM C494, type a, d, or e. If flyash is to be used in the concrete mix, it shall be included in the mi x design submittal. The amount of fly ash used shall be no greater than 15 to 20 percent by weight of the specified cement. In no case shall the Portland cement content of the mix be less than 4 sacks per yard. Concrete shall not be placed prior to approval of the concrete mix design by the engineer.
7) Reinforcing steel shall be new domestic deformed billet steel, conforming to ASTM A615, grade 60. Welded wire fabric shall conform to ASTM a185, grade 60 and shall be supplied in flat sheets only, and only used if approved by the applicable governmental entity.
8) The paint for pavement markings shall meet the requirements of FED spec TT-P- 85. The paint may be used with or without reflective media. The painting shall be performed only when all the following conditions are satisfied:
   a) The existing surface is dry and clean
   b) When the atmospheric temperature is 40° F and rising
   c) When the weather is not excessively windy, dusty, or foggy
9) A minimum of 28- days shall elapse between the placement of the asphalt or concrete surface and the application of the pavement paint/ markings. The paint shall not bleed excessively, curl or discolor when applied to asphalt surfaces.

Water Construction Notes:

1) Contractor shall keep existing water main and private service lines in service while constructing proposed water system. Contractor shall construct as much proposed waterline as possible prior to tying into existing main and reconnecting services.
   a) Temporary water services to meters may be required in some locations, and the cost of such shall be subsidiary to the cost of the applicable line work.
2) The Contractor is hereby notified that connecting to, shutting down, or termination existing utility lines, may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.
3) Pipe material for water mains shall be as required for the project. PVC (AWWA C-900/905, min. class 200), Ductile Iron (AWWA C-150/151, min. Class 200), or Spiral Welded Steel Pipe (AWWA C200, min. Class 200). Water services (2" or less) shall be polyethylene tubing (200 psi, DR 9).
4) The Contractor shall not operate any existing valves without the approval of the utility's Owner.
5) Contractor shall locate, verify, and protect the working conditions of all existing private service lines, including meters, lines, etc... Contractor shall employ a licensed plumber to perform all reconstruction of the private side of the meter and verify the system is operational. The contractor shall remove, adjust, reinstall, and/or replace service lines, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing service lines shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.
6) Line flushing or any activity using a large quantity of water must be scheduled with the Owner.
7) The Contractor, at his expense, shall perform disinfection of all potable water lines constructed and shall provide all equipment (including test gauges), supplies (including concentrated chlorine disinfecting material), and necessary labor required for the disinfection procedure. The disinfection procedure shall be monitored by the Projects Inspector. Water samples will be collected by the Owner/Inspector to verify each treated line has attained an initial chlorine concentration of 50 ppm.
8) At the Contractor's request, and in his presence, samples for bacteriological testing will be collected by the Owner/Inspector no less than 24 hours after the treated line has been flushed of the concentrated chlorine solution and charged with water approved by the Owner. The Contractor shall pay invoices, to cover the fee charged for testing each water sample.
9) Where means of flushing is necessary, the Contractor, at his expense, shall provide flushing devices and remove said devices prior to final acceptance by the Owner.
10) All excess excavated material, not suitable for backfill is to be removed and disposed of by the contractor.
11) All salvaged equipment, if owner desires, shall be remain the property of the owner and shall be delivered to a location of their choosing. Otherwise, it and all pipe, fittings, poles, fencing, electrical boxes, wires, etc... Shall become the property of the contractor, shall be removed from the project, and shall be considered in the bid price, unless otherwise noted. Disposal of equipment shall not be in violation of city, state, or federal laws.
12) Water valve covers, fire hydrants, etc., shall be raised to finished pavement grade at the Contractor's expense. All utility adjustments shall be completed once finish grade has been achieved.
13) All bends and changes in direction on water mains shall be restrained and thrust blocked
14) Fire hydrant leads shall be restrained ductile iron pipe (AWWA C-100, min. class 200).
15) All ductile iron pipe and fittings shall be wrapped with minimum 8-mil polyethylene and sealed with tape accepted by the pipe/fitting manufacturer.
16) All water lines shall be completed and in place including all bends, blocks, fittings, services, and appurtenances before pressure testing.
17) Existing gate valves, that are to be removed and/or abandoned, shall be completely removed if the operation nut is within 18" to top of the ground, topsoil shall be placed to fill void. If the operation nut is deeper than 19" then the contractor shall remove the valve stock and place topsoil to fill void created.
18) Prior to tie-ins, any shutdowns of existing mains of any size must be coordinated with the Owner and Project's inspector at least one week or more in advance of the shutdown. The Contractor must also provide a sequence of work as related to the tie-ins; this is at no additional cost to the project and it is the responsibility of the Contractor to sequence the work accordingly.
19) Contractor shall obtain the necessary fittings required to connect existing and proposed pipelines in a manner that is approved by the fitting/pipeline manufacturers, and at no additional cost to the Owner.
20) In locations where a vertical change in elevation occurs with the utilization of bends, that contractor shall restrain joints for a distance as required by the soil conditions prior to initial fitting, and past last fitting used for the vertical change. The use of restrained joints does not eliminate the need for thrust blocking.
21) If during the construction process additional water services are discovered that are connected to a line that is to be abandoned, the contractor shall notify the Project's inspector and the Project Engineer for direction on how to proceed with the reconnection of the service.

Drainage Construction Notes:

1) Prior to final acceptance, all new or existing drainage structures and extensions shall be cleaned by the contractor (subsidiary).
2) Contractor may provide pre-cast or cast-in-place box culverts.
3) Joints between pre-cast concrete box culverts shall be pre-formed flexible joint sealants as described in TxDOT specifications.
4) Place non-erodible material (pneumatically placed concrete, cement stabilized sand, etc.) On channel bottom and side slopes at temporary culvert/storm drain ends to minimize erosion, as directed by owner (subsidiary).
5) Welds are not allowed to splice safety pipe runners; must be one continuous pipe.

Trench Safety Notes:

1) In accordance with the laws of the state of Texas and the U.S. Occupational Safety and Health Administrations Regulations, all trenches over 5 feet in depth in either hard and stable or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected. Trench safety systems to be utilized for this project shall be provided by the contractor.
2) In accordance with the U.S Occupational Safety and Health Administration regulations, when employees are required to be in trenches 4 feet deep or more, adequate means of exit such as ladder or steps, must be provided and locates so as to require no more than 25 feet of lateral travel.

Storm Water Pollution Prevention Plan (SWPPP)

1) The Contractor shall submit a SWPPP for review. The Plans shall be based upon applicable City, State, and Federal requirements and established standards.
2) The Contractor is responsible to monito the plan as the work progresses and submit modifications for review as needed.
3) The Contractor is responsible to ensure the Project's Engineer and Inspector has been provided a copy of the signed plans prior to beginning work.
4) The SWPPP Best Management Practices (BMPs) approved must be installed prior to and excavation activities.

Irrigation Revegetation and Slope Stabilization Notes:

1) Contractor shall locate, verify, and protect the working conditions of all existing irrigation systems, including meters, lines, and heads. Contractor shall employ a licensed irrigation installer or plumber to perform all reconstruction of irrigation systems and verify the system is operational. The contractor shall remove, adjust, and reinstall irrigation systems back to good condition; replace irrigation systems, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing irrigation systems shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.
2) Provide temporary vegetation and watering as part of contractor's stormwater pollution prevention plan implementation.
3) All disturbed areas shall be permanently revegetated unless the location is utilized as a cultivated field. Payment includes watering necessary to fully establish vegetation. Contractor shall check regularly to verify that coverage is properly established and maintained.
4) Contractor shall be responsible for mowing within project limits throughout construction, as directed by owner (subsidiary).
5) The following guidance shall be used for permanent vegetation and soil stabilization:
   a) At established lawns, place solid block sod matching existing grass type (Bermuda or St. Augustine).
   b) Between back of curb and edge of sidewalk, place solid block sod (Bermuda).
   c) Roadway side slopes (non-ditch areas):
      i) If steeper than 6: 1, place soil retention blanket (spray-on application allowed) and Bermuda seed.
      ii) If 6: 1 or flatter, place Bermuda seed.
   d) Ditch channel side slopes:
      i) Place Bermuda seed in all disturbed areas.
      ii) If shown on plans, place flexible channel liner.
   e) For all other locations:
      (1) If steeper than 6: 1, place soil retention blanket (non-spray application) and Bermuda seed.
      (2) If 6: 1 or flatter, place Bermuda seed.
   e) All soil retention blanket shall be class 1 type a per TxDOT item 169.
   f) All flexible channel liner shall be class 2 type g per TxDOT item 169.
6) For broadcast seed rate, refer to specifications
7) Broadcast seed shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 10 gallons per square yard. Until the grass in uniformly 1 inch in height. Sod shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 6 gallons per square yard weekly until the grass in uniformly 2 inches in height. When allowed by engineer, watering may be postponed for one week when rainfall of 1 inch or greater occurs on the site. Do not cause damage by over watering.
8) Prior to placing block sod, contractor shall blade and rake smooth topsoil. Sod shall not be placed such that it impedes drainage runoff.

Special Notes:

1) Owner shall be responsible for materials testing in accordance with applicable specifications. Contractor shall coordinate testing with owner and testing agency. Contractor shall bear the cost for re-tests due to failing tests.
2) Stockpile all topsoil removed from project separate from other cut/fill materials. Utilize stockpiled topsoil to finalize grades in disturbed areas.
3) Contractor shall keep drainage structures and ditches free from obstructions during times when weather conditions require its use to convey runoff.
   a) Contractor shall verify that temporary of final grading shall not adversely affect surrounding/adjoining properties.
4) Excavation in existing driveways shall be backfilled and repaired to existing condition.
5) Contractor shall shape embedment material to accommodate the belled joints of pipes to insure support throughout their lengths. Belled joints shall have a minimum of 2" of fill beneath them.
6) If excavated material is not acceptable to the engineer for backfill, the contractor shall provide select import material as required. All backfill material is subsidiary to the price of pipe in place.
7) Max joint deflection shall be half the manufacturer recommended maximum.
8) Contractor shall adjust, repair, or reconstruct residential services (not already specifically called on the plans) as necessary. Payment shall be subsidiary to installation of pipeline & not an additional pay item.

Construction Sequencing:

1) Mobilization.
2) Temporary traffic control.
3) Storm water pollution prevention plan and implementation.
4) Clearing and stripping of the work corridor to limits indicated on the plans.
5) Exploratory excavation of existing pipe.
6) Installation of pipe along the Projects pathway, utilizing both the private easement and County/State ROW. Along with the installation of water transmission line appurtenances including valves, fittings, restrained joints, thrust and anchor blocks, polyvinyl wrapping, air/vacuum release valves and vaults, blow- off/ flush valve assemblies and vaults, flush hydrants, pipe markers, tracing wire, detection tape, and driveway and county road repairs.
7) Trench safety, excavation, bedding and backfill.
6) Temporary connection of the new water line pipe to the existing water lines for flushing and disinfection.
7) Perform final connections and switch over water services.
8) Abandon existing waterlines, that are labeled to be abandoned.
9) Fence repair and access gate installation.
10) Seeding of disturbed acreage.

NO.	REVISION/DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - CR 401, UTILITY ADJUSTMENTS
GENERAL NOTES

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

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APPROVED:

DATE: 4/29/22

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET G1

		1a	1	2	3	4	5	
Item No.	Item Description	C-0+00 to C-5+00	A-00+00 to A-07+00	A-23+00 to A-31+50	A-31+50 to A-38+50	A-38+50 to A-45+50	B-0+00 to B-2+25	Project Totals
1	4" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed			770	461	128		1,359
2	4" C-900, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed				50	75	96	221
3	2" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed	422				36		458
4	20" Steel Enc. Pipe, Bored; w/ 4" Restrained Joint C900 DR18 PVC Pipe; Installed					255		255
5	20" Steel Enc. Pipe, Open Cut; w/ 4" Restrained Joint C900 DR18 PVC Pipe; Installed					240		240
6	8" Steel Enc. Pipe, Open Cut; w/ 4" Restrained Joint C900 DR 18 PVC Pipe; Installed						80	80
7	4" Steel Enc. Pipe, Open Cut; w/ 2" HDPE SDR 9 Pipe; Installed	50						50
8	Concrete Encased; 8" Steel Enc. Pipe, Open Cut; w/ 4" Restrained Joint C900 DR 18 PVC Pipe; Installed				200			200
9	4" Gate Valve, Box, and Marker; Installed			1	2	4	2	9
	2" Gate Valve, Box, and Marker; Installed	2						2
10	Air/Vacuum Relief Valve Assembly and Marker; Installed					1		1
11	Blow Off Valve Assembly and Marker; Installed			1			1	2
12	Connect New 4" to Existing 4"; Installed			1		1		2
13	Connect New 4" to Existing 2"; Installed						2	2
13	Connect New 2" to Existing 2"; Installed	2						2
14	Connect New 2" to Existing 1.5"; Installed					1		1
15	Cap Existing 2" Line; Complete		1					1
16	Trench Safety System Design and Implementation	422	0	770	711	479	96	2,478
17	Traffic Control Plan Development and Implementation							1
18	SWPPP Design and Implementation							1
19	Mobilization (Not to Exceed 10% of Total Project Bid)							1

REVISION DESCRIPTION | DATE | BY | DD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - CR 401, UTILITY ADJUSTMENTS
TAKE OFF

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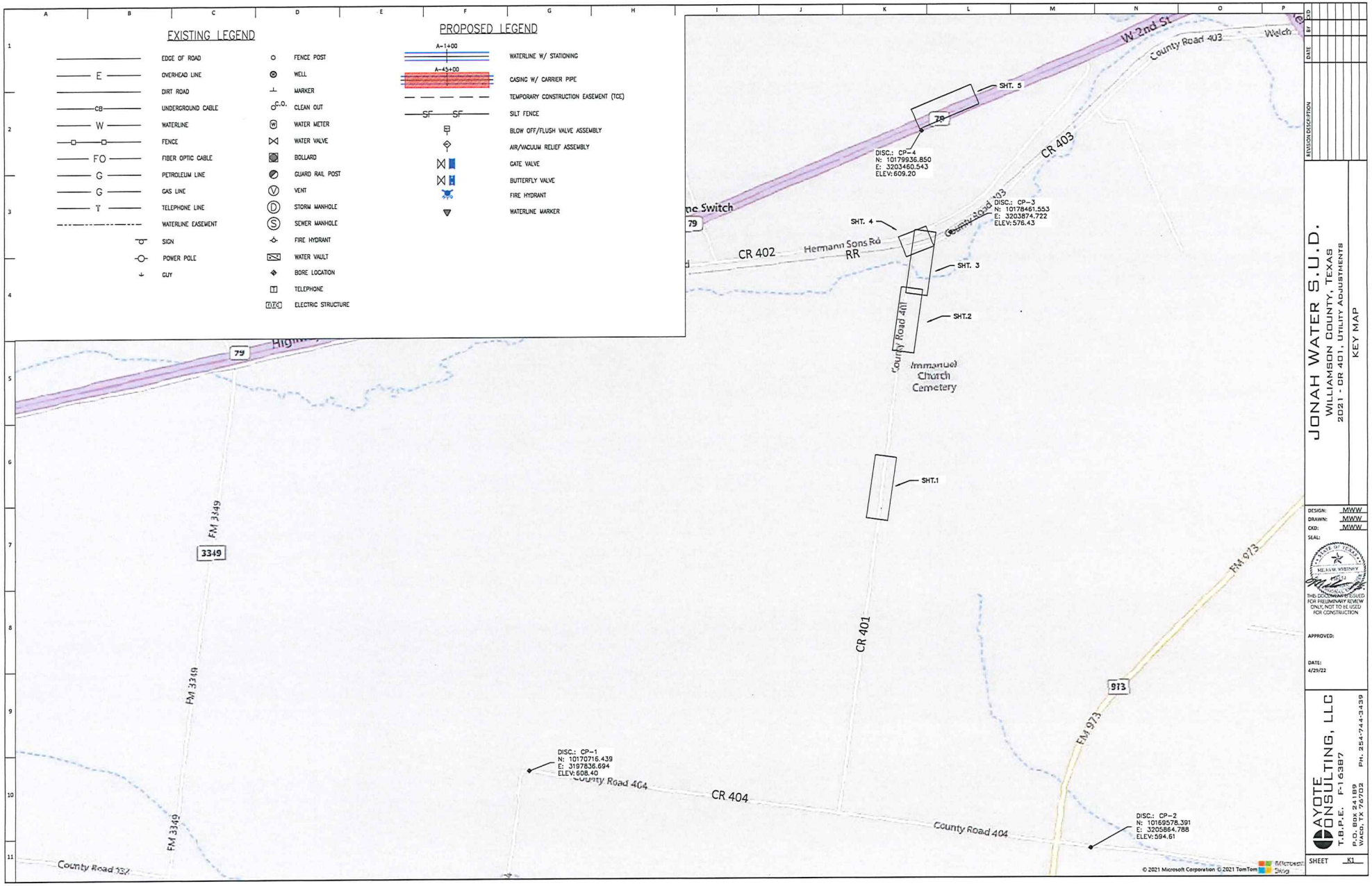
DATE: 4/29/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH: 254-744-3439

SHEET G2



JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - CR 401, UTILITY ADJUSTMENTS
KEY MAP

DESIGN: MWW
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CKD: MWW
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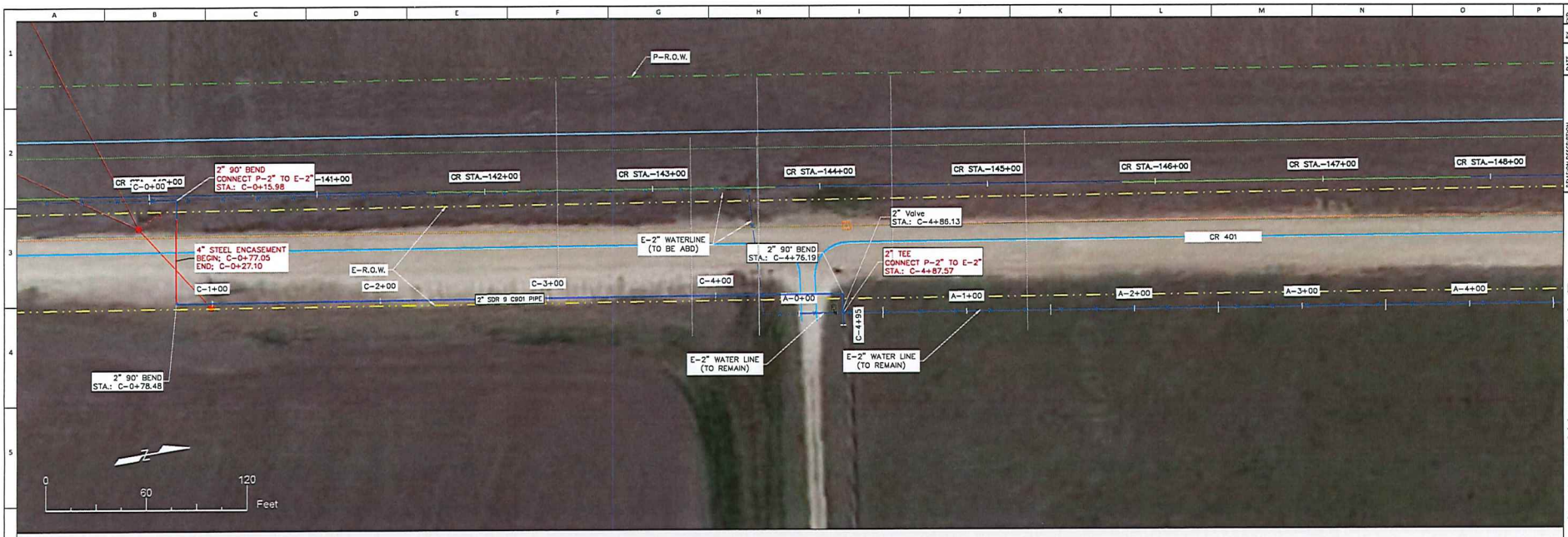
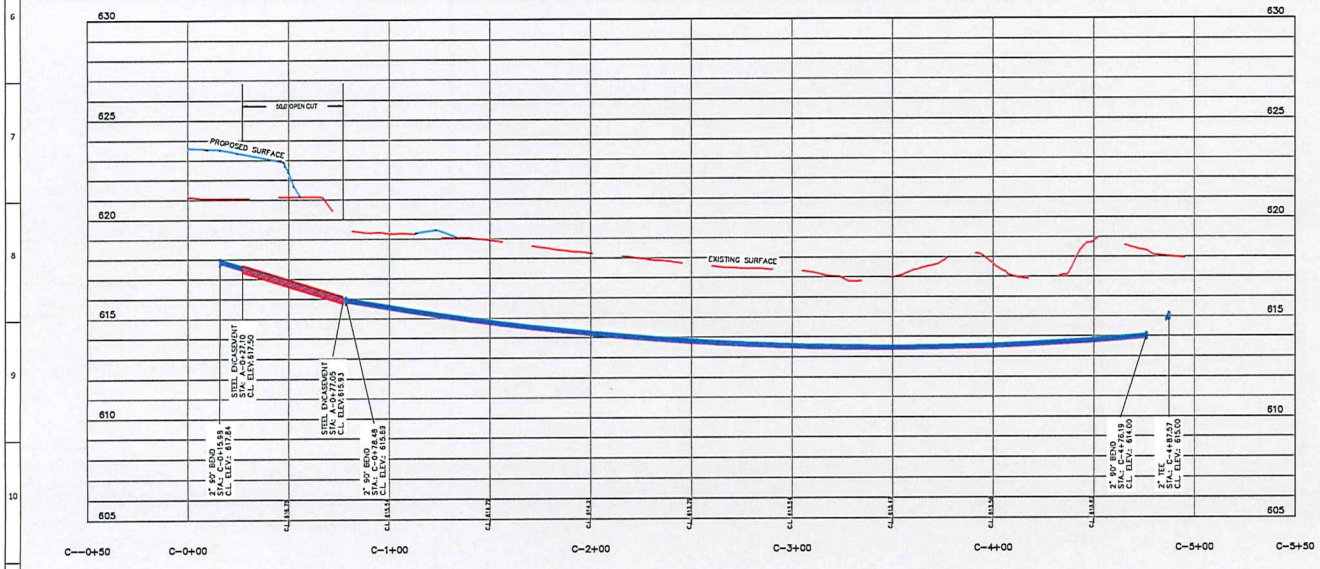
WACO, TX 76702
PH: 254-744-3439

SHEET K1





NO.	DESCRIPTION	DATE	BY

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - CR 401, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "C"; STA. C-00+00 TO C-6+10

DESIGN: MWW
DRAWN: MWW
CKD: MWW
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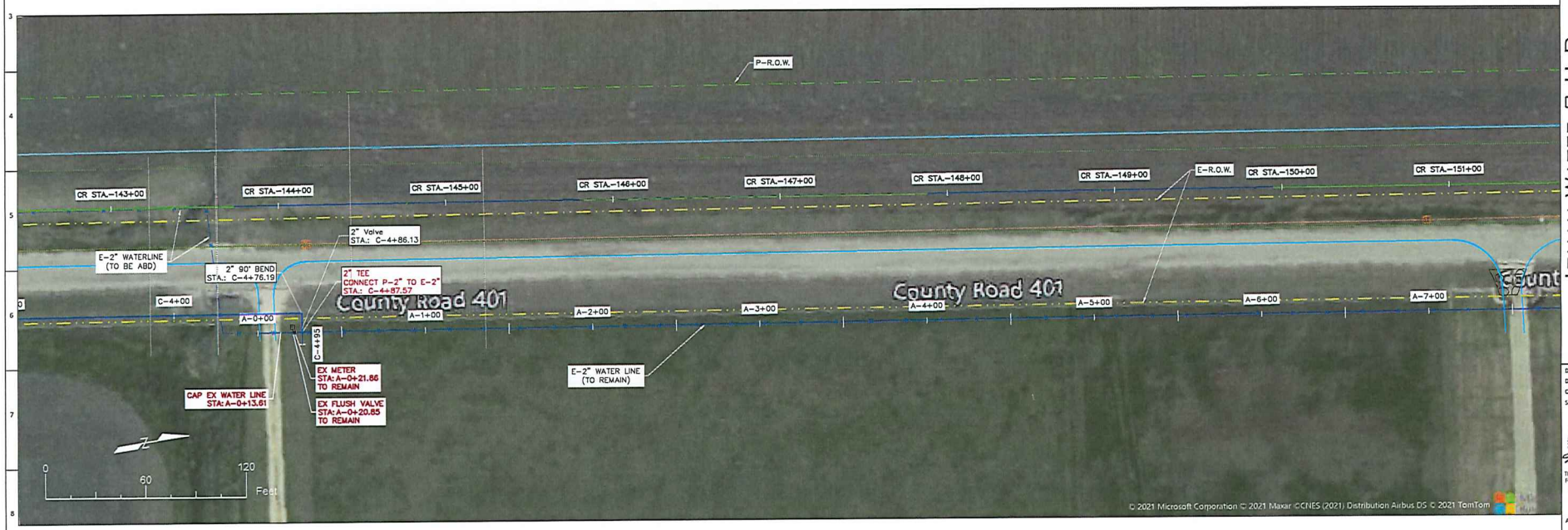
DATE: 4/29/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 1a



REVISION DESCRIPTION	DATE	BY	DD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - CR 401, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-00+00 TO A-7+00

DESIGN: MWW
DRAWN: MWW
CKD: MWW

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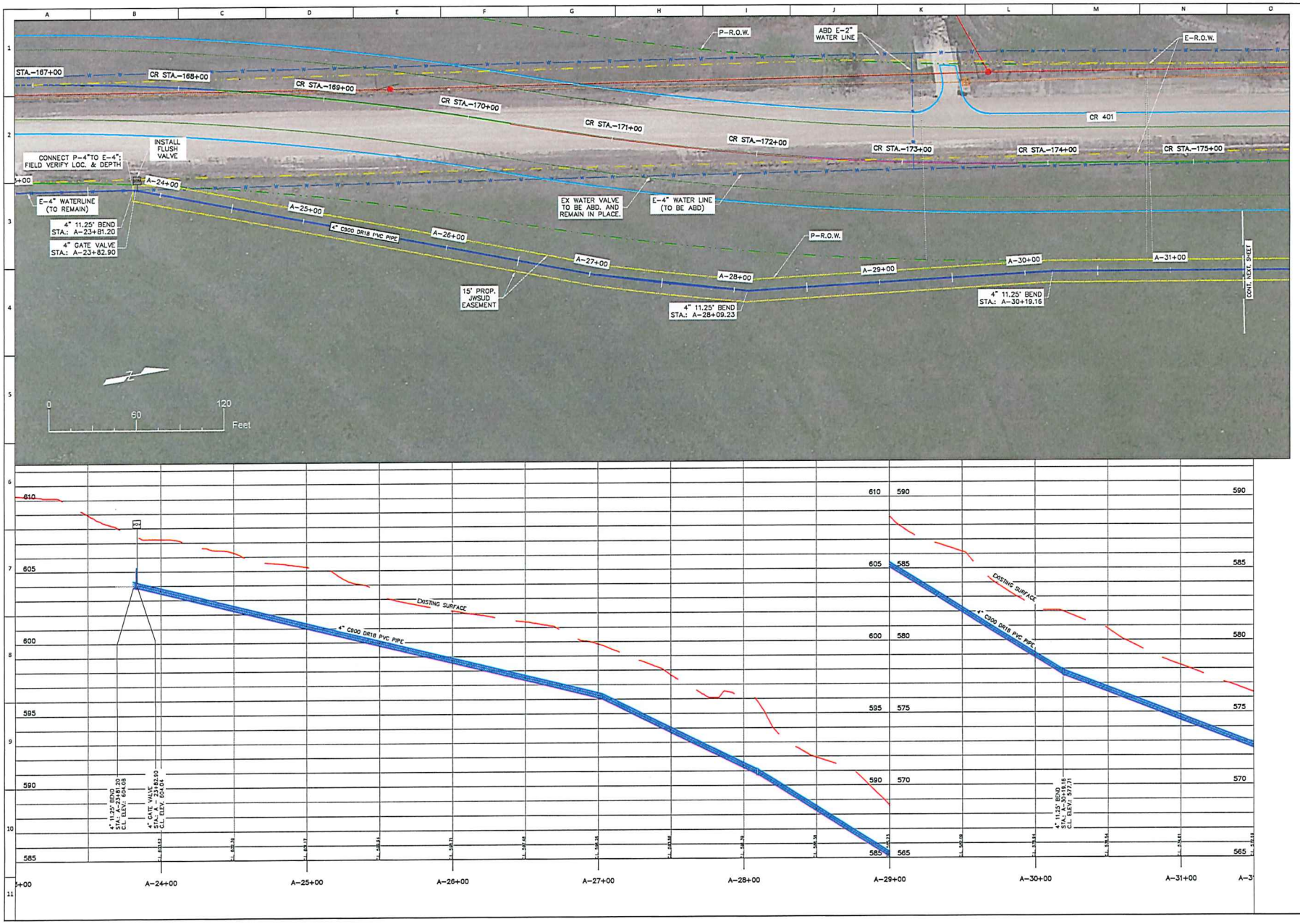
DATE: 4/29/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH: 254-744-3439

SHEET 1



REVISION DESCRIPTION	DATE	BY	NO

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - CR 401, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-23+00 TO A-31+50

DESIGN: MWW
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CKD: MWW

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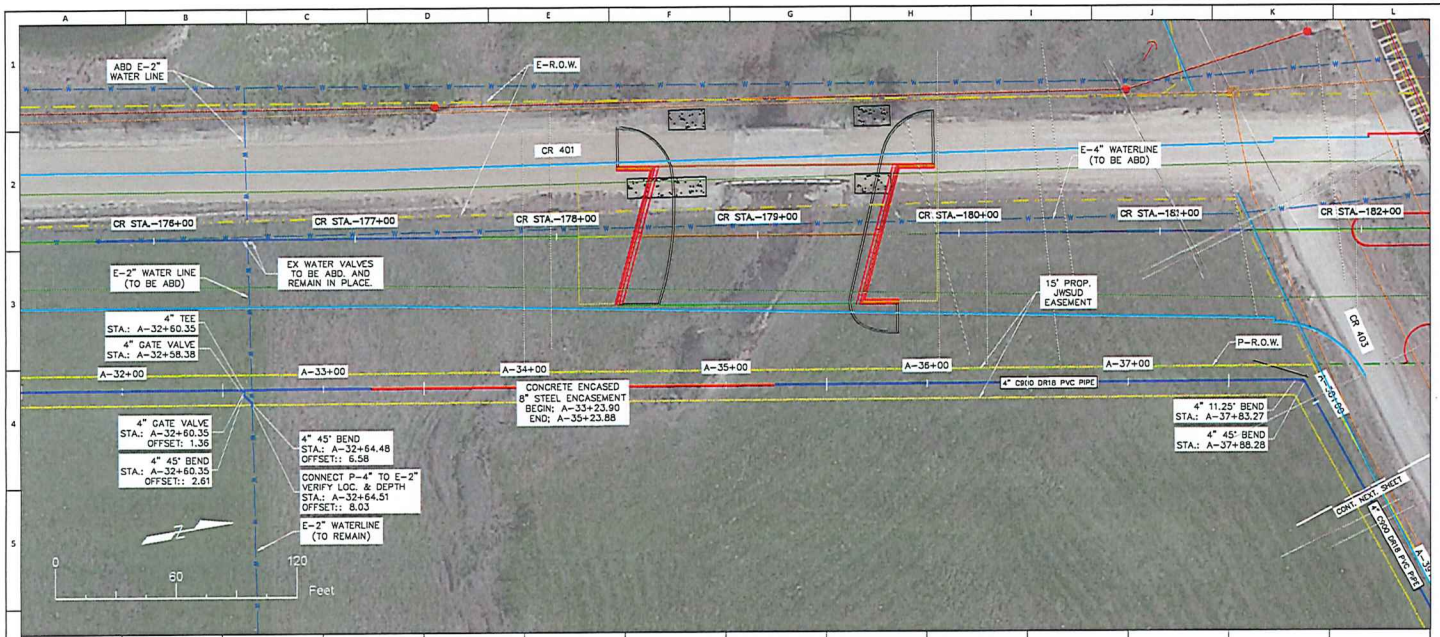
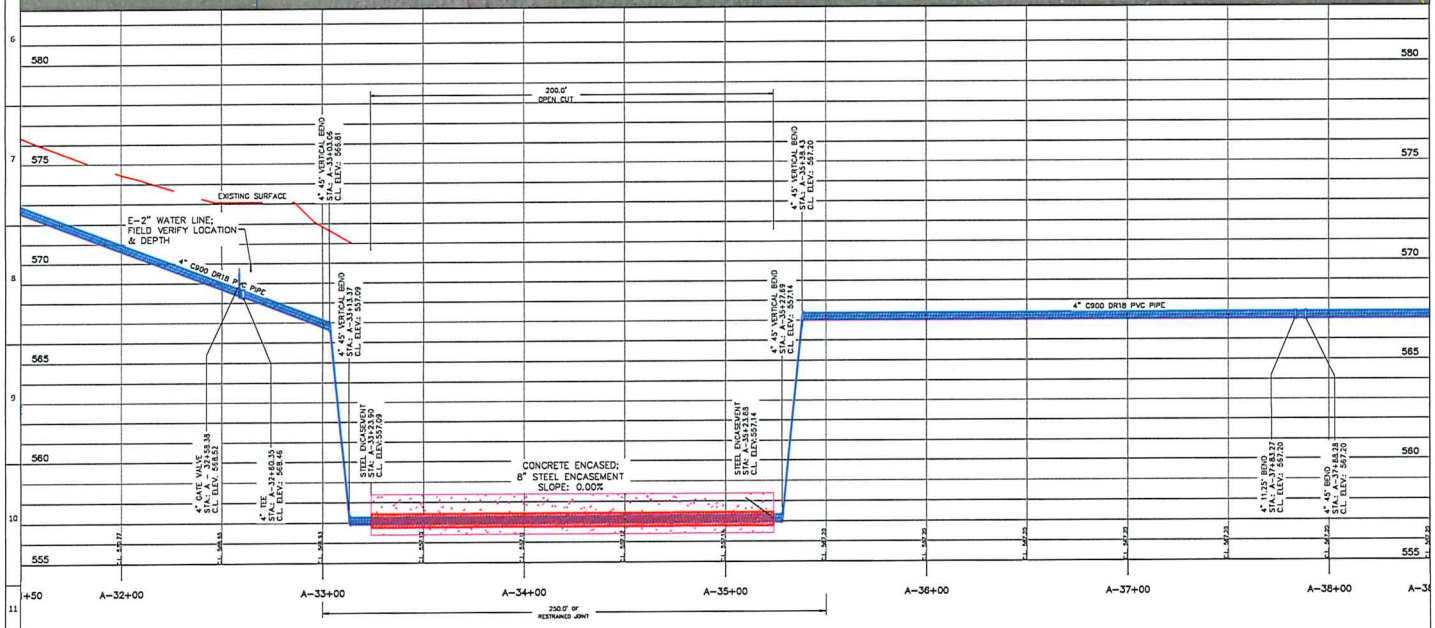
AYOTE ENGINEERING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH: 254-744-4238

SHEET 2





Note:

CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL UTILITY CONFLICTS PRIOR TO CONSTRUCTION.

A MINIMUM OF 1 FOOT VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE BOTTOM OF THE UTILITY CONFLICT AND THE TOP OF THE PROPOSED PIPING.

REVISION DESCRIPTION	DATE	BY	SD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - CR 401, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "A"; STA. A-31+50 TO A-38+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

NATALIE W. WESTEMEY
103744
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

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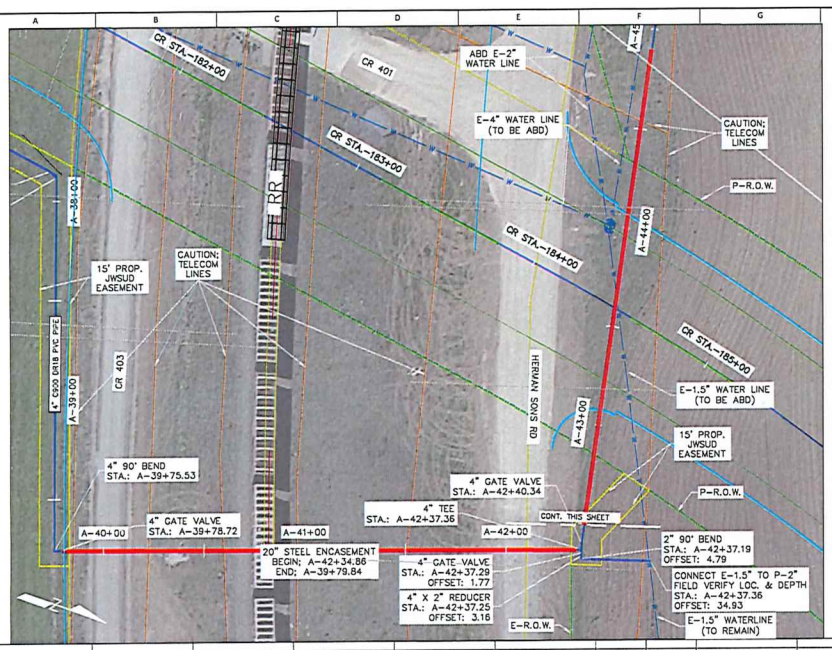
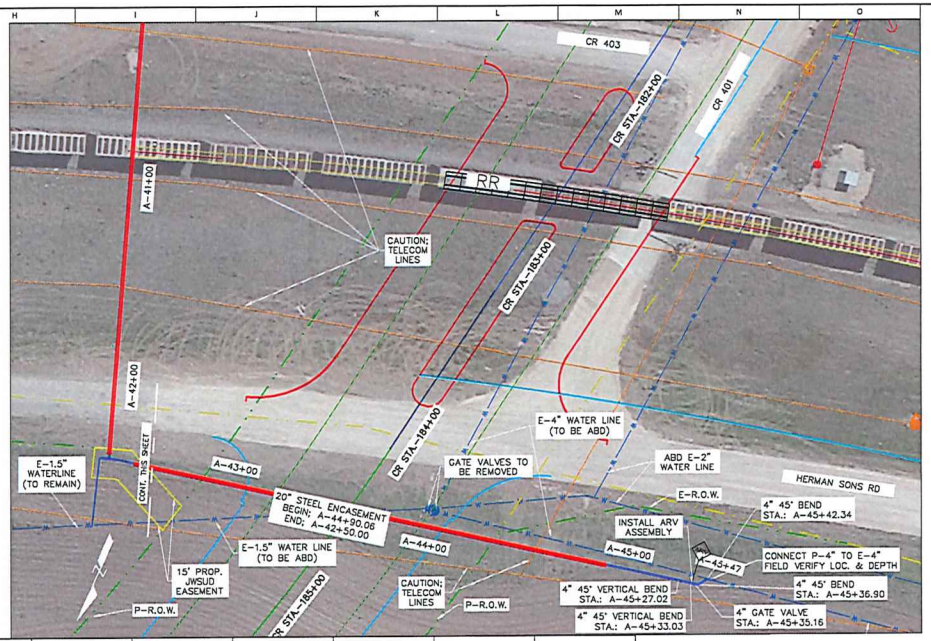
APPROVED:

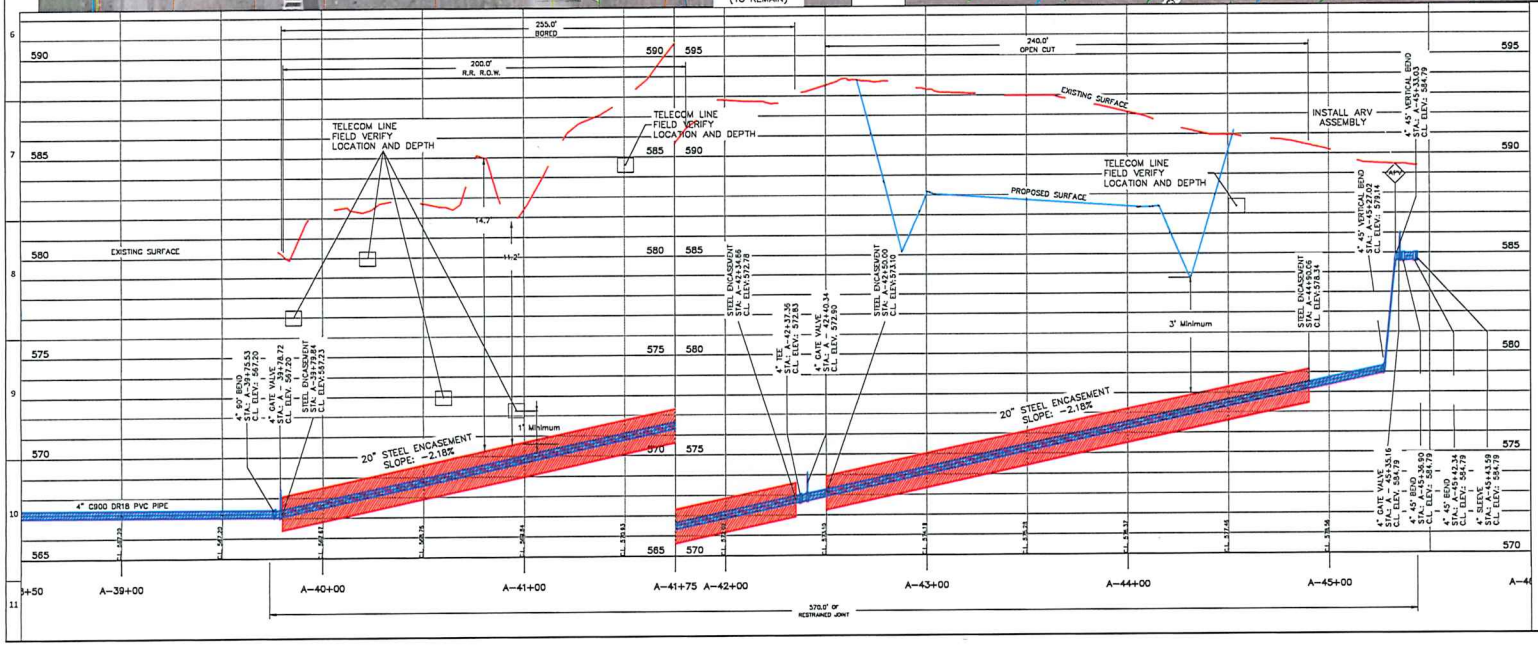
DATE: 4/29/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 3







0 60 120 Feet

NOTE:

CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL UTILITY CONFLICTS PRIOR TO CONSTRUCTION.

A MINIMUM OF 1 FOOT VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE BOTTOM OF THE UTILITY CONFLICT AND THE TOP OF THE PROPOSED PIPING.

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - CR 401, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "A"; STA. A-38+50 TO A-45+50

DESIGN: MWW
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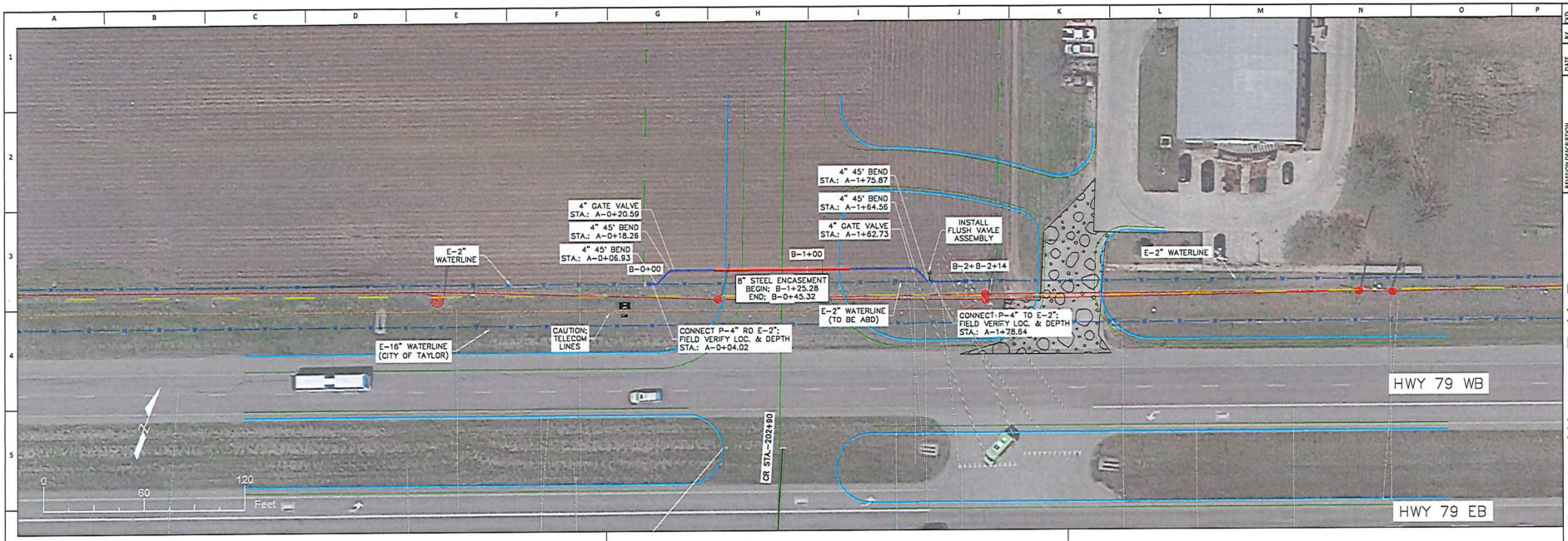
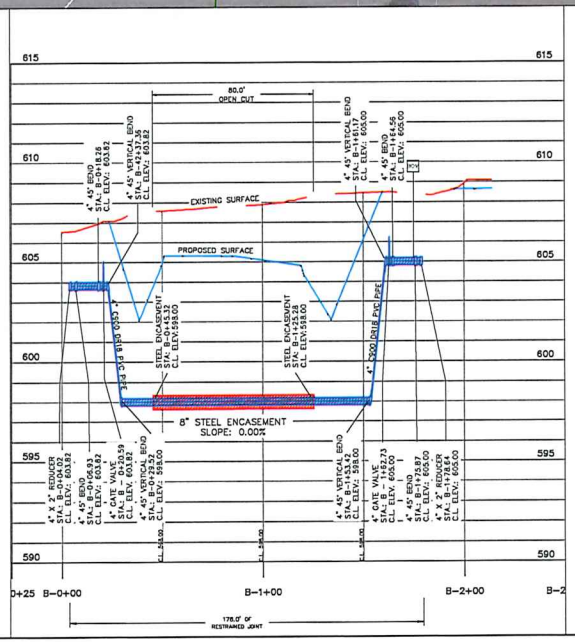
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 4





JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - CR 401, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "B"; STA. B-0+00 TO B-2+25

REVISION DESCRIPTION	DATE	BY	DD

DESIGN: MWW
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DATE: 4/29/22

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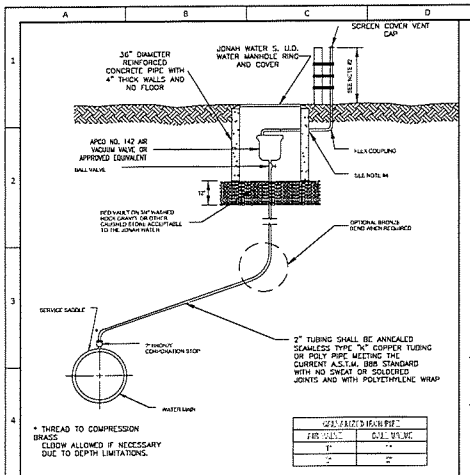
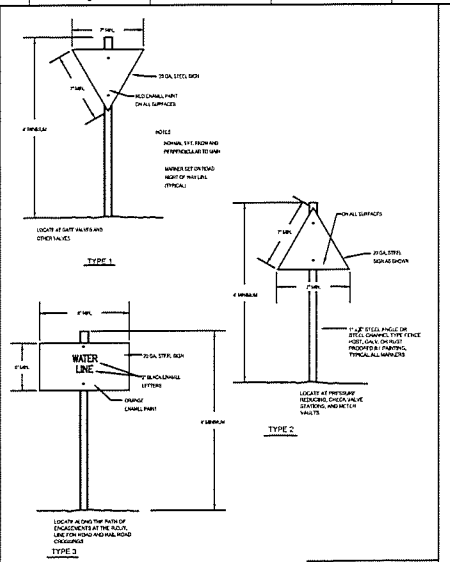
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702 PH: 254-744-3439

SHEET 5

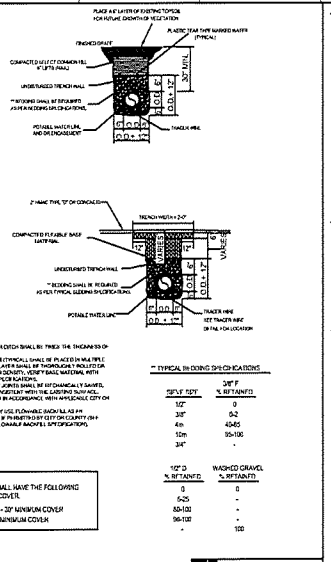


SIZE OF GALVANIZED STEEL PIPE	
FOR VALVES	FOR BLOW-OFF
1"	1"
2"	2"

JONAH WATER S.U.D. | WATER CONSTRUCTION STANDARD DETAILS | W08.1 | 1" BLOW-OFF AIR RELEASE VALVE FOR WATER MAIN OUTLET | N.T.S. | 12/21



JONAH WATER S.U.D. | WATER CONSTRUCTION STANDARD DETAILS | W03 | MARKERS TYPE 1, 2 & 3 | N.T.S. | 12/21 | APRIL 3, 2014



NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 95% MAXIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX INCH LIFT OR SUBGRADE AND EACH OPEN CUT CROSSING WHICH THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6 1/2") INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TEST SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OF THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF TXDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO JWSD. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER AASHTO T-180 SPECIFICATIONS.
6. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
7. SELECT MATERIAL TYPE B
   7.1. TxDOT TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 96% OF ASTM D698 AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CLIENT INSPECTION.

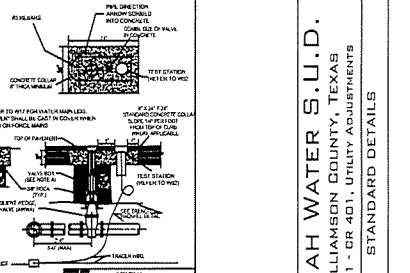
** TYPICAL IN DOING SPECIFICATIONS

SIEVE SIZE	% RETAINED
1/2"	0
3/8"	0-2
#4	40-65
#8	95-100
#4"	-

1/2" % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
95-100	-
-	100

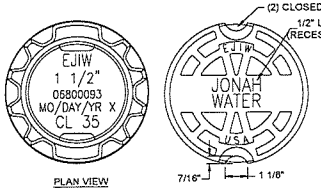
NOTE
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER
12" AND SMALLER - 24" MINIMUM COVER
14" THRU 24" - 36" MINIMUM COVER

NOTES:
A. VALVE BOX SHALL BE CAST IRON HAVING SERIES #660 TWO PIECE SCREW TYPE OR APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF +-6 INCHES FROM INSTALLED FINISH GRADE.
B. 2. ACCEPTABLE GATE VALVES AND
   B.1. AMERICAN FLOW CONTROLS - SERIES 2500
   B.2. MUELLER - 2360 SERIES
   B.3. U.S.F. JOHNSON (KENNEDY)
   B.4. CLOW
C. FOR IN LINE VALVES USE MECHANICAL JOINT WITH "MEGALUG" RESTRAINTS (OR APPROVED EQUAL) ON EACH SIDE OF VALVE.
D. IF THE TOP OF THE VALVE OPERATING NUT IS MORE THAN 3 FT. BELOW THE FINISHED SURFACE, A OPERATING STEM EXTENSION SHALL BE INSTALLED TO BRING THE OPERATING NUT TO WITHIN 3 FT. OF THE FINISHED SURFACE.
E. VALVE OPERATING NUTS MORE THAN 3 FT. BELOW THE GROUND SURFACE ELEVATION SHALL BE EXTENDED TO BE 3 FT. BELOW GROUND.
F. REFER TO DETAIL W07 FOR TEST STATION REQUIREMENTS.
G. REFER TO DETAIL W09 FOR IN-PLUG BLOCKING AND JOINT RESTRAINT REQUIREMENTS.



JONAH WATER S.U.D. | WATER CONSTRUCTION STANDARD DETAILS | W04 | TRENCH & EMBEDMENT DETAIL | N.T.S. | 12/21 | MARCH 18, 2014

JONAH WATER S.U.D. | WATER CONSTRUCTION STANDARD DETAILS | W07 | TYPICAL VALVE LETTERING | N.T.S. | 12/21 | UPDATED



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PRODUCT NUMBER:
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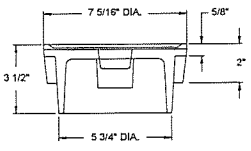
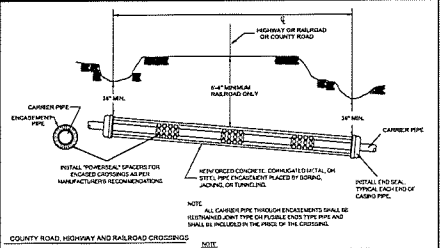


JONAH WATER S.U.D. | WATER CONSTRUCTION STANDARD DETAILS | W17 | VALVE BOX LID

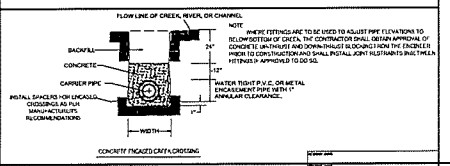


NOTE
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OR FLEXIBLE ENDS TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

COUNTY ROAD, HIGHWAY AND RAILROAD CROSSINGS

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE, WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.	
MINIMUM THICKNESS	DIAMETER OF CASING PIPE
0.250"	12" OR LESS
0.312"	OVER 12" TO 20"
0.375"	OVER 20" TO 26"
0.438"	OVER 26" TO 30"
0.500"	OVER 30" TO 36"
0.562"	OVER 36" TO 42"
0.625"	OVER 42" TO 48"

NOTE
1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTT-FUSABLE TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENGAGEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR PIPELINES.
3. DO NOT USE WOOD BLOCKING BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE OF SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CASING IN HDPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT HDPE BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED HDPE.



NOTE
WHERE FITTINGS ARE TO BE USED TO ADJUST PIPE ELEVATIONS TO BELOW BOTTOM OF CREEK, THE CONTRACTOR SHALL OBTAIN APPROVAL OF CONCRETE UNTHRUST AND DOWN THRUST BLOCKING FROM THE ENGINEER PRIOR TO CONSTRUCTION AND SHALL INSTALL JOINT RESTRAINTS (MECHANICAL RESTRAINED) IF APPROVED TO DO SO.

JONAH WATER S.U.D. | WATER CONSTRUCTION STANDARD DETAILS | W14 | INSTALLATION OF PIPE THROUGH CASING/OPEN CUT CROSSING | N.T.S. | 12/21

WATER MAINS AND SANITARY SEWERS SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN 9 FT. IN ALL DIRECTIONS AND PARALLEL LINES SHALL NOT BE INSTALLED IN SEPARATE TRENCHES, WHERE THE 9 FT. SEPARATION CANNOT BE ACHIEVED THE FOLLOWING TABLE SHALL AS GIVEN

CONDITION	LOCATION	MATERIAL: WATER	MATERIAL: SEWER	MINIMUM SEPARATION: WATER	MINIMUM SEPARATION: SEWER	COMMENTS
NEW WATER AND NEW SEWER						
SEWER FORCE MAIN AND GRAVITY SEWER CROSSING PARALLEL TO WATER MAIN	WATER ABOVE SEWER	STD.	D.I., D.I. P.V.C., HDPE, S.S.	2'	4'	SEPARATE TRENCHES
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	D.I., D.I. P.V.C., HDPE, S.S.	18"	NA	CENTER SAE JOINT OF SEWER PIPE ON WATER MAIN
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZED SAND BACKFILL INITIAL BACKFILL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.
NEW WATER AND EXISTING SANITARY SEWER						
NEW WATER PARALLEL TO EXISTING SEWER	WATER ABOVE SEWER	STD.	CLAY, CONC. API, C.S. D.I. P.V.C.	2'	4'	IF SEWER SHOWS NO SIGN OF LEAKAGE THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	WATER ABOVE SEWER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	NA	IF SEWER SHOWS NO SIGN OF LEAKAGE THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	4'	REPLACE EXISTING SEWER WITH SAE JOINT C.S. D.I. P.V.C., HDPE, S.S. CENTERING OVER WATER LINE.
NEW WATER PARALLEL TO EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	4'	REPLACE EXISTING SEWER WITH C.S. D.I. P.V.C., HDPE, S.S. CEMENT STABILIZED SAND BACK FILL IN INITIAL BACKFILL ZONE OF SEWER WHERE PARALLEL CLOSER THAN 9 FT. OR ENCASE THE WATER IN HDPE PIPE TWO NOMINAL SIZES LARGER.
EXISTING WATER AND NON SANITARY SEWER						
NEW SEWER PARALLEL TO EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	CS, D.I. P.V.C., HDPE, S.S.	2'	4'	SEPARATE TRENCHES
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	CS, D.I. P.V.C., HDPE, S.S.	18"	NA	CENTER SAE JOINT OF SEWER PIPE ON WATER MAIN
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZED SAND BACKFILL INITIAL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING. CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.

FIRE HYDRANTS SHALL NOT BE LOCATED WITHIN 9 FT., VERTICALLY OR HORIZONTALLY OF ANY SANITARY SEWER, REGARDLESS OF CONSTRUCTION.
WATER MAINS SHALL NOT BE INSTALLED CLOSER THAN 150 FT. TO SEPTIC TANK DRAINFIELDS.

JONAH WATER S.U.D. | WATER CONSTRUCTION STANDARD DETAILS | W15 | TABLE FOR SEPARATION OF WATER AND SEWER PIPE LINES | N.T.S. | 12/21

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - CR 401, UTILITY ADJUSTMENTS
STANDARD DETAILS

REVISION DESCRIPTION	DATE	BY

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

THIS DOCUMENT ISSUED FOR PRELIMINARY REVIEW ONLY, NOT TO BE USED FOR CONSTRUCTION

APPROVED:

DATE: 4/25/22

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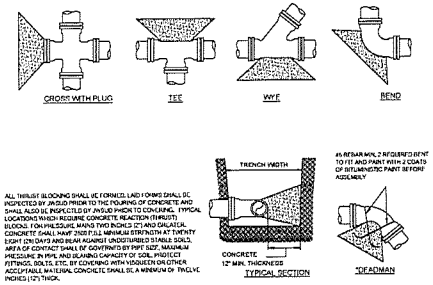
PH. 254-744-3439

SHEET 6



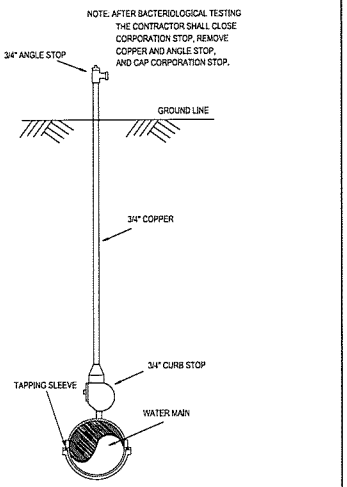
ALL THRUST BLOCKING SHALL BE FORMED LAND FORMS SHALL BE INSPECTED BY JWSUD PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY JWSUD PRIOR TO CONCRETING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS FOR PRESSURE MAINS TWO INCHES (2") AND GREATER. CONCRETE SHALL HAVE 2500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS. AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE, AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC. BY COVERING WITH POLYSEEN OR OTHER ACCEPTABLE MATERIAL. CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.

PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	16"	35.0 SQ. FT.	VALUES ARE FOR 90° BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.6 SQ. FT.	24"	63.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	99.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

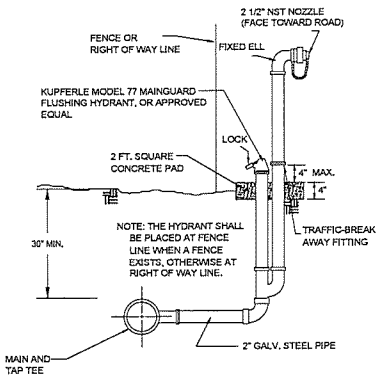
*THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

NOTE:
- ALL 3" AND LARGER ELLS, TEES AND BENDS SHALL BE MJ DUCTILE IRON FITTINGS WITH "MEGALUG" OR APPROVED EQUAL JOINT RESTRAINTS - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED. JOINT RESTRAINTS SHALL ALSO BE USED FOR ANY PIPE LENGTH LESS THAN ONE FULL PIPE JOINT AWAY FROM EACH MJ FITTING.
- ALL 2-1/2" AND SMALLER CAPS, FLGS, TFFS AND 45° BENDS SHALL BE HARCO PUSH-ON DUCTILE IRON FITTINGS WITH MALOCK JOINT RESTRAINT OR APPROVED EQUAL - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED.
- OTHER THRUST BLOCKING DIMENSIONS ACCEPTED IF DESIGNED BY LICENSED ENGINEER.

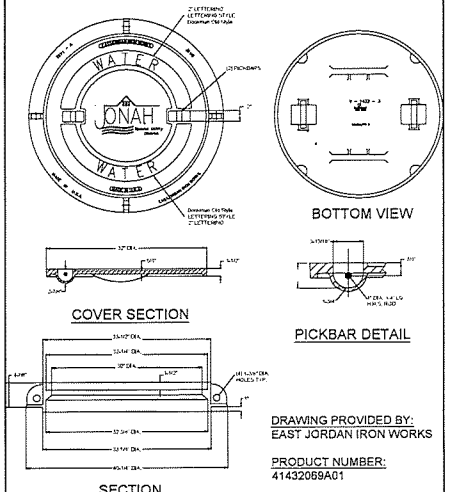
JONAH WATER SUD — WATER CONSTRUCTION STANDARD DETAILS — W09 — TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAINS DETAIL — JANUARY 13, 2017



JONAH WATER SUD — WATER CONSTRUCTION STANDARD DETAILS — W10 — TEMPORARY SAMPLING TEST STATION



JONAH WATER SUD — WATER CONSTRUCTION STANDARD DETAILS — W11 — FIRE TYPE FLOW OFF HYDRANT



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PRODUCT NUMBER:
41432069A01

JONAH WATER SUD — WATER CONSTRUCTION STANDARD DETAILS — W12 — WATER MANHOLE LID

Hydrostatic Testing

Hydrostatic testing described in this section shall be conducted with water.

General

The contractor shall provide measurement gauge, pump, pipe, connection, and other necessary apparatuses, unless otherwise specified. Prior to testing the contractor shall place sufficient backfill to prevent pipe movement. The contractor shall ensure that thrust-blocking or other types of restraint systems will provide adequate restraint prior to pressurizing the pipeline.

Test Duration

The duration of the hydrostatic test shall be 2 hours.

Test Pressure

The hydrostatic test pressure shall not be less than 1.25 times the maximum anticipated sustained working pressure at the highest point along the test section unless the pressure exceeds the design pressure limit for any pipe, thrust restraint, valve, fitting or other appurtenance of the test section. In no case shall the test pressure exceed the design pressure limit for any pipe, thrust restraint, valve, fittings, or other appurtenance of the test section.

Test Allowance

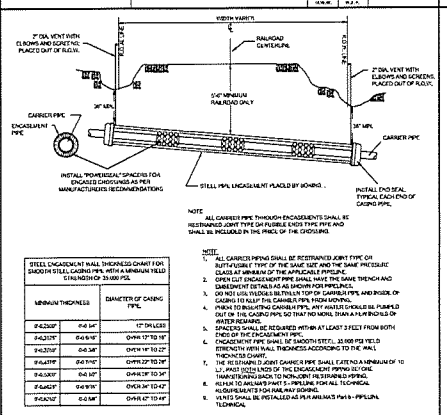
The testing allowance shall be defined as the quantity of water that must be supplied to the pipe section being tested to maintain the pressure within 5 psi of the specified hydrostatic test pressure. The installation will not be accepted, by the owner, if the quantity of the makeup water is greater than that determined by the formula below. All visible leaks are to be repair regardless of the amount of leakage.

$$Q = \frac{LDnSP}{148000}$$

Q = quantity of makeup water in gallons per hour (gal./hr.)
L = length of pipe being tested in feet (ft.)
D = nominal diameter of pipe in inches (in.)
P = average test pressure during the hydrostatic test in pounds per square inch (psi)

Disinfection (Does Not Apply To Sewer Force Mains.)

New mains shall be thoroughly disinfected in accordance with AWWA Standard C651 and then flushed and sampled before being placed in service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure. Sampling shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.



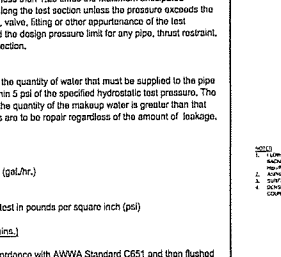
NOTE
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OR RUBBER RINGED TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE, WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.

MINIMUM THICKNESS	DIAMETER OF CASING PIPE
0.250"	12" OR LESS
0.312"	OVER 12" TO 18"
0.375"	OVER 18" TO 22"
0.469"	OVER 22" TO 26"
0.500"	OVER 26" TO 34"
0.625"	OVER 34" TO 42"
0.688"	OVER 42" TO 48"

NOTE:
1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTTWELDED TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR PIPELINES.
3. DO NOT USE SPACERS BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED PIPING.
8. REFER TO ANSI/AWWA PART 5 - PIPELINE, FOR ALL TECHNICAL REQUIREMENTS FOR RAILWAY BORING.
9. VALVES SHALL BE INSTALLED AS PER ANSI/AWWA Part 5 - PIPELINE TECHNICAL

JONAH WATER SUD — WATER CONSTRUCTION STANDARD DETAILS — W22 — RAILROAD CROSSING



NOTES:
1. FLOWABLE FILL SHALL BE IN ACCORDANCE TO THOSE ITEMS ASSOCIATED WITH "FLOWABLE BACKFILL" SPECIFICATIONS, AS FOUND AT:
http://ftp.dot.state.tx.us/pub/txdot-info/cst/specbook/specbook.pdf
2. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
3. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE EXISTING SURFACE.
4. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE STATE, COUNTY, OR CITY SPECIFICATIONS.

** TYPICAL BEDDING SPECIFICATIONS

SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-85
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
60-100	-
90-100	-
-	100

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:
12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 54" MINIMUM COVER

JONAH WATER SUD — WATER CONSTRUCTION STANDARD DETAILS — W19 — TRENCH & EMBEDMENT DETAIL FLOWABLE FILL

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WATER DISTRIBUTI SYSTEM
GENERAL CONSTRUCTION NOTES

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.
2. Prior to commencement of construction, the owner of the system or his representative must notify the appropriate TCEQ regional office in writing of the date on which construction will begin.
3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.
4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less.
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply.
6. Water transmission and distribution lines must be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface.
7. The hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe.
8. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent.
9. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet '290.44(e) of the current rules.
10. The contractor shall disinfect the new water mains in accordance with AWWA Standard C651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.
11. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation.

NO.	REVISION DESCRIPTION	DATE	BY

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - CR 401, UTILITY ADJUSTMENTS
STANDARD DETAILS

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:



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APPROVED:

DATE: 4/29/22

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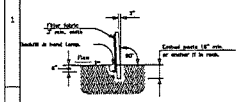
SHEET 7



SECTION A–A

GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Sediment Control Fence — SCF

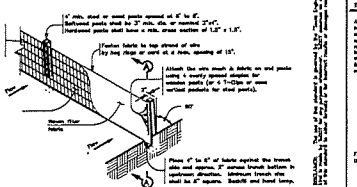
SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed down the downhill perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fences should be sized to filter a rate, less than/equal rate of 100 GPM/FT. Sediment control fence is not recommended in control erosion from a drainage area larger than 2 acres.

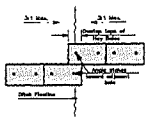


Hinge Joint Knot Woven Mesh (Option)

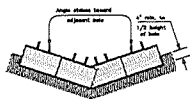


TEMPORARY SEDIMENT CONTROL FENCE

SCF



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay — BH

BALED HAY USAGE GUIDELINES

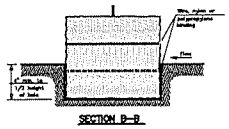
A Baled Hay installation may be constructed down the downhill perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow rate of 0.5 CFS/FT of area contained area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay have been disturbed not for more than 100', if the slope of the disturbed not exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where this installation will be required for less than 3 months.
3. Where the contributing drainage area is less than 1/3 acre.

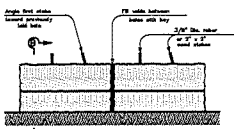
For Baled Hay installations in small dikes, the additional following considerations apply:

1. The ditch cleanout should be graded as full as possible to maximize the drainage depths thru the hay.
2. The ditch should be graded large enough to contain the contributing drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 3 months or more often during wet weather when loss of structural integrity is encountered.



SECTION B–B



BALED HAY FOR EROSION CONTROL

BH

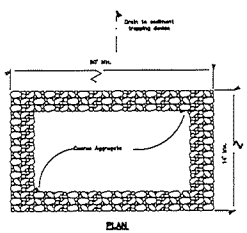
GENERAL NOTES

1. Hay bales shall be a minimum of 36" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with 2/4" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

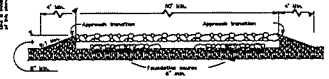
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & BALED HAY

EC(1)–09



PLAN

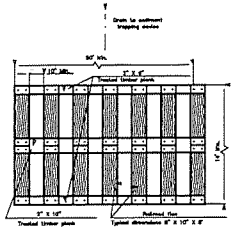


PROFILE

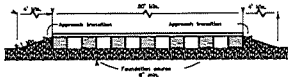
CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 1" to 6".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be bedding base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PLAN

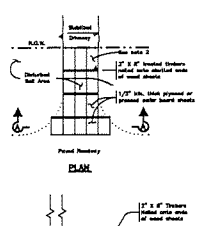


PROFILE

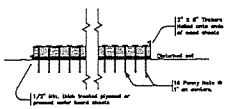
CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with 1/2"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be 3" grade min., and should be less than large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be bedding base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PLAN



SECTION A–A

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of 1" to 3" that is free of fines spread a min. of 6" thick in the limits shown on the plans.
3. The treated timber planks shall be 3" grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)–93

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - CR 401, UTILITY ADJUSTMENTS

TOP / EROSION CONTROL DETAIL

REVISION DESCRIPTION	DATE	BY	NO.

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

THIS DOCUMENT IS ISSUED FOR PRELIMINARY REVIEW ONLY, NOT TO BE USED FOR CONSTRUCTION.

APPROVED:

DATE: 4/29/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 241189
WACO, TX 76702
PH: 254-744-3439

SHEET 8

EXHIBIT "B-2"

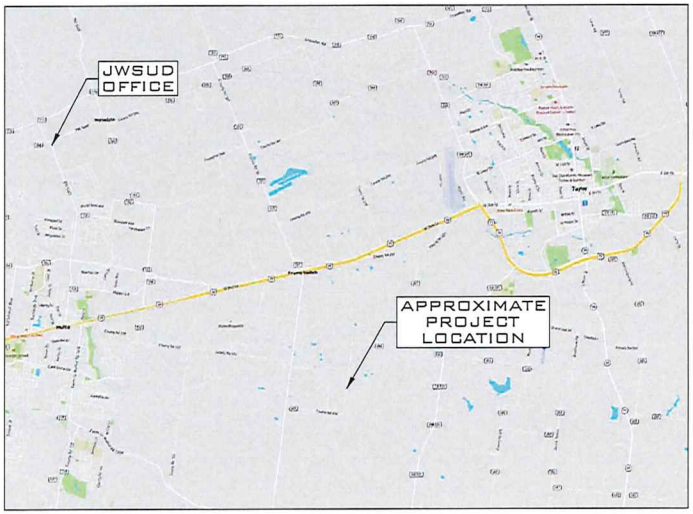
JONAH SUD

4050 FM 1660
HUTTO , TEXAS 78634
1-512-759-1286
PWS ID 246002
CCN ID 10970

2022 - FCR UTILITY ADJUSTMENTS

GENERAL CONSTRUCTION NOTES

1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS
2. THE CONTRACTOR SHALL NOTIFY
   2.1. THE TXDOT HIGHWAY MAINTENANCE FOREMAN
   2.2. RAILWAY SUPERINTENDENT
   2.3. COUNTY COMMISSIONER
   2.4. APPLICABLE CITY
   2.5. APPLICABLE UTILITY COMPANIES
   48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN THE VICINITY OF ANY EXISTING UTILITIES, AND SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.
3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.
4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.
6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE
9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
10. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS TO BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.
11. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12; SEE HTTPS://WWW.DOT.STATE.TX.US/INSDTDOT/ORGCHART/CMD/CSERVE/STANDARD/TDC.HTM FOR SHEETS.



PROJECT SPECIFIC NOTES:

1. SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.
2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.
3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.
4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURE'S RECOMMENDATIONS.
5. THE ROW LIMITS, UTILITY LOCATIONS, AND PROPOSED ROADWAY/DRAINAGE IMPROVEMENTS, ETC... WERE OBTAINED FROM WILLIAMSON COUNTY'S REPRESENTATIVES. JONAH WATER NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR THE ACCURACY OF THIS INFORMATION PROVIDED TO THEM.
6. CONTRACTOR SHALL REFER TO THE ACTUAL EASEMENT DOCUMENTS FOR DESCRIPTIONS OF EASEMENTS.

SHEET INDEX:	
G1	GENERAL NOTES
G2	TAKE OFF
K1	KEY MAP
1	WATERLINE ALIGN. "A": STA. A-0+00 TO A-3+00
2	STANDARD DETAILS
3	STANDARD DETAILS
4	TCP / EROSION CONTROL DETAIL

APPROVED

STATE OF TEXAS
MILES W. WHITNEY
116154
REGISTERED
THIS DOCUMENT IS ISSUED FOR PRELIMINARY REVIEW ONLY, NOT TO BE USED FOR CONSTRUCTION

CIVIL ENGINEER

07/11/2022
DATE APPROVED

OWNER

DATE APPROVED

CAYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702 PH. 254-744-3439
MILES@CAYOTECON.COM

JONAH WATER S.U.D.
2022 - FCR UTILITY ADJUSTMENTS

General notes:

1) The proposed roadway, drainage, existing utilities shown on these plans were received by Jonah Water S.U.D. from thier represnitiltives. It shall be the Contractor's responsibility to familiarize themselves with the County's project documents, so that any discrepancies can be avoided.

2) Various portions of the work shall be performed on private property as shown in the drawings. The owner has or is obtaining right of entry permission, permanent easement, or permanent right of way for all portions of private property requiring work (in addition to areas where there are pre-existing permanent easements), unless noted otherwise in project special provisions. The contractor shall not access or disturb private property without giving notice to each private property owner at least one week prior to construction activities on their property, including an estimated duration that their property will be affected. Every effort shall be made by the contractor to schedule work to minimize disruption to property owners. Upon completion of work (or phases of work), private properties shall be restored to existing or better conditions, than that of those that existed just prior to the beginning of construction.
   a) Refer to project Property Owner line list for tract information and easement statues.

3) The locations of underground utilities as shown hereon are based on above ground structures, record drawings, or information from other entities provided to the engineer. Locations of underground utilities structures may vary from locations shown hereon. Additional buried utilities structures may be encountered. Before excavations are begun, the following entities shall be contacted for verification of utility type and field locations.
   a. Gas, telephone, electric, fiber optic, oil, water, sanitary sewer: call Texas 811 at 800-344-8377
   b. Water: call the Jonah Water

4) The Contractor shall pothole the existing utilities lines ahead of the pipeline installation to verify adequate room is available for the trenching of the proposed lines. If the proposed trench for the water lines and the existing location of the utility lines are to become in conflict, the Contractor shall at his cost provide excavation and possible shoring up of the conflicting utilities, to allow for the trenching of the proposed water lines. The Contractor protect the existing utility lines at their expense and shall place the line back into its original alignment once the trench is being backfilled. It will be imperative that the contractor shall compact the trench so to not allow excessive settlement that could damage the existing utility line.
   a) If sharing of lines is required, the Contractor shall notify the utility's owner of the process that is to take place at least 72 hours in advance to schedule inspections and assistance from the utility's owner. No separate payment, for the costs associated with this process, shall be made and shall be subsidiary to the other applicable costs.

5) Prior to beginning any construction, the contractor shall verify horizontal and vertical locations of all known existing utilities which will either be connected to, adjacent, or crossed. If there are any conflicts between proposed and existing utilities, or if the existing utilities are in any way different from what is shown on the drawings, it shall be the contractor's responsibility to notify the engineer before proceeding with any construction. The contractor shall work with the engineer in resolving such conflicts before proceeding with work.

6) When unlocated or incorrectly located underground piping, or a break located in the line, or other utilities and services are encountered during work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

7) Contractor shall take all due precautions to protect existing facilities and features from damage during construction, including all features on private property (trees, landscaping irrigation, fences, etc.) and franchise utilities. Any damage to existing features that are not called to be removed shall be repaired or restored to conditions equal to or greater than those just prior to the beginning of construction, by the Contractor, at no additional cost to the owner.

8) Any work completed without prior written authorization which is not included in these plans and specifications will not be compensated by the Owner.

9) Protect mailboxes and other features located within the R.O.W. If features conflict with proposed construction, contractor shall remove, protect, and reinstall features accordingly (temporary mailboxes may be required). Protecting installed features is subsidiary to other bid items.

10) Contractor shall not store materials, equipment or other construction items on adjacent properties or ROW without the prior written consent of the property owner, the City, County and/or State (for within ROW).

11) The Contractor shall not place any waste materials in the 100-year Flood Plain without first obtaining an approved Flood Plain Permit.

12) The contractor shall protect all survey control during construction and be responsible for damaged control.

13) The contractor is responsible for performing all construction staking.

14) Contractor shall be responsible for protecting all property pins for the duration of construction. Any pins disturbed during construction shall be replaced by the contractor at no additional cost to the owner.

15) Contractor shall always maintain a clean construction site free from trash, litter, blowing debris, and silt runoff.

16) The contractor shall keep accurate records of all construction that deviates from the plans. The contractor shall furnish the Owner accurate "Record Drawings" following completion of all construction.

17) When construction is being carried out within easements, the contractor shall confine their work within the permanent and any temporary easements. Prior to final acceptance, the contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the property owner and or Owner.

18) Contractor to trench in such a manner as to separate topsoil, stockpile, and place on top layer of trench.

19) When work requires a permit, the contractor shall follow the provisions of the permit.

20) Pre-Construction Site Video: Before the start of any construction. The Project shall be video recorded by the Contractor with one copy submitted to the Owner's inspector. A pre-site video is to provide accurate documentation of the existing conditions.

21) Power Pole Bracing: Contractors should be advised that there are existing overhead utility poles along the project. Contractors should further be advised that if the distance from the outside face of a utility trench to the face of a utility pole is less than 5 feet, said utility pole is subject to bracing, based on a determination made by utility pole owner. Costs incurred by Contractor for bracing of these utility poles is made through a separate bid item, no additional payment shall be made. It is advisable for the Contractor to review the construction documents and visit the construction site to determine potential impacts.

22) Holiday Work: Contractors will not be allowed to perform work on Owner recognized holidays.
   a) Weekend Work: Contractors are required to notify the Owner/Project's Inspector 48 hours in advance to request weekend work. Submitted requests do not grant automatic approval of request.
   b) All work installed without holiday/weekend approval will be subject to be uncovered for proper inspection, at no additional cost to the Owner/Project.

23) The contractor shall be responsible for training his employees and subcontractors in the recognition and avoidance of unsafe conditions, and in the regulations and hazards which apply to the area in which the work will take place.

24) All contract work in these drawings shall be carried out in accordance with the latest editions of the following national codes and standards:
   a) International Building Codes, 2012 (IBS2012).
   b) American Society of Civil Engineers (ASCE) 7- 02.
   c) Occupational Safety and Health Administration (OSHA).
   d) National Fire Protection Association (NFPA).
   e) National Fire Code (NFC).

25) The Contractor shall dispose of all materials removed which are not to be reinstalled or salvaged on the project. Disposal of materials shall be the responsibility of the contractor.

26) Unless prior permission is obtained from the owner's representative, the contractor shall confine all construction activity, staging areas, etc., within the limits of construction.

27) Adequate barricades, warnings and lighting will be employed for safety and traffic flow. All work shall be done in accordance with the Texas Manual of Uniform Control Devices for Streets and Highways.

28) Excavations shall not be made during inclement weather. Water accumulation in excavations exceeding 1 inch shall be pumped out before concrete is placed.

29) The contractor shall be solely responsible for the design and implementation of a trench safety program. The contractor shall appoint a trench safety foreman who will always be on site while trenching or excavation is being performed. All excavations and backfill operations shall be in accordance with the latest OSHA excavation safety standards, OSHA 2225 and 29 CFR part 1926 subpart P. The contractor shall provide an excavation plan prepared by an engineer registered in the State of Texas. The excavation plan shall indicate the procedures to be used by the contractor to comply with the OSHA requirements. The excavation plan shall identify the "competent person" as required by paragraph 1926.651 (k)(1), within United States Department of Labor, that will work with each crew.

30) Contractor shall stay within the boundaries of easements at all times.

31) The contractor shall protect property from damage due to the progress of the work. Any damage to private property shall be repaired or replaced by the Contractor at his own expense.

32) The Contractor shall remove, replace, and restore to original condition, elevation, and location, all existing culverts, mailboxes, fences, and other existing improvements, including driveways and roads encountered during construct ion. All entrances shall be restored immediately. Ingress and egress to the property adjacent to construct ion shall be maintained by the Contractor.

Traffic Control Plan (TCP)

1) The Contractor shall be responsible to submit a traffic control plan for review. The plan shall be based upon applicable state requirements and established standards.

2) The Contractor will be required to keep traffic open during the utility crossings.

3) The Contractor is responsible to monitor the plan as the work progresses and submit modifications for review as needed.

4) The Contractor shall be responsible to ensure the Project's Engineer and Inspector a copy of the signed plan prior to beginning work.

Demolition Notes:

1) Existing pavement to be removed (HMAC and concrete pavement, curb, sidewalk, driveway aprons, etc.) Shall become property of the contractor and disposed of legally (base bid and alternate bid).

2) Contractor shall keep existing water and wastewater systems in service for the duration of the project while constructing proposed improvements.

3) Contractor shall saw-cut neat line where new pavement adjoins existing pavement to remain. Reference saw-cut notes below:
   a) HMAC paving: saw-cut neat line and place proposed HMAC flush with existing surface at limits.
   b) Curb & gutter: saw-cut neat line and dowel into existing curb & gutter at limits. Contractor to match flowlines.
   c) Driveway and sidewalks: saw-cut neat line and place expansion joint at limits.

4) All existing fences are to remain unless otherwise noted on the drawings. Any damage to fences shall be repaired to equal or better conditions, than that of those that existed just prior to the beginning of construction, at no additional cost to the owner.

Tree Protection Requirements:

1) Prior to construction, the contractor shall mark all trees that are to be protected (as indicated on plans or as directed by Owner) with clearly marked 4' tall orange barricade fence and signage to protect the area under the canopy drip line of any protected tree or group of protected trees. The drip line is the outer extent of any branching and or leaves. At select trees, as shown on the plans or directed by the Owner, the tree protection limits may encroach within the dripline to accommodate construction. Do not exceed 24" ground penetration with support stakes at any location.

2) During construction, the contractor shall:
   a) Prohibit employees and equipment from accessing areas within tree protection limits.
   b) Prohibit cleaning of equipment or storage of materials and disposal of any waste material, including, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., within tree protection limits.
   c) Prohibit attachments or wires of any kind, other than those of a protective nature, to any protected tree.
   d) Prohibit the disturbance of existing ground grades within tree protection limits.

3) If roots are exposed when performing excavations near protected trees, roots shall be cut cleanly at 90-degree angles (no ripping, tearing, or pulling).

4) All trees to be removed shall be marked in the field and reviewed with the engineer and owner prior to removal.

5) Contractor may be financially responsible for trees damaged due to contractor's neglect.

6) When directed by owner, contractor shall trim trees. This work is subsidiary to the applicable items. Remove all limbs to a point 10 feet above natural ground (or 18' above pavement) utilizing the following steps:
   i) Cut 1/3 through bottom of limb 8" to 12" away from main stem or trunk
   ii) Remove limb 4" to 6" beyond the first cut
   iii) Remove stump with a smooth cut so that trace collar of the removed limb protrudes approximately ½" from main stem or trunk.

Paving Construction Notes:

1) Contractor shall protect all existing and or proposed water, wastewater, and storm drain facilities throughout paving operations. Contractor shall replace any facilities damaged during paving operations at no additional cost to the Owner. All manholes and valves falling within pavement area shall be adjusted to finished grade and shall be subsidiary to other bid items.

2) Contractor shall match existing driveway/sidewalk with exposed aggregate finish, if applicable.

3) Contractor shall protect all adjoining pavement during construction. Damages shall be prepared at contractor's expense.

4) Asphalt pavement and/or concrete items shall be saw- cut where existing asphalt pavement or a concrete item is being partially removed. These cuts shall be vertical and made with a saw (1- 1/ 2" deep).

5) At a minimum, pavement repair shall consist of 2" of HMAC and 12" of concrete subgrade if the existing pavement section is found to be thicker, the pavement the repair section shall be increased to match the existing section.

6) Unless noted otherwise, concrete for rip- rap, sidewalks and other miscellaneous site structures and/or site flatwork shall be normal weight and shall attain a minimum 28- day compressive strength of 3,000 psi. Use gray Portland cement conforming to ASTM c 150 Type 1. Minimum cement content shall be 4 sacks per cubic yard. Maximum water cement ratio shall be 0.50. Maximum slump shall be 5 inches. Maximum aggregate size shall be 1 ½ ". Provide 4 to 6 percent air- entrainment, conforming to ASTM C260. Chemical admixtures shall conform to ASTM C494, type a, d, or e. If flyash is to be used in the concrete mix, it shall be included in the mi x design submittal. The amount of fly ash used shall be no greater than 15 to 20 percent by weight of the specified cement, in no case shall the Portland cement content of the mix be less than 4 sacks per yard. Concrete shall not be placed prior to approval of the concrete mix design by the engineer.

7) Reinforcing steel shall be new domestic deformed billet steel, conforming to ASTM A615, grade 60. Welded wire fabric shall conform to ASTM a185, grade 60 and shall be supplied in flat sheets only, and only used if approved by the applicable governmental entity.

8) The paint for pavement markings shall meet the requirements of FED spec TT-P- 85. The paint may be used with or without reflective media. The painting shall be performed only when all the following conditions are satisfied:
   a) The existing surface is dry and clean
   b) When the atmospheric temperature is 40° F and rising
   c) When the weather is not excessively windy, dusty, or foggy

9) A minimum of 28- days shall elapse between the placement of the asphalt or concrete surface and the application of the pavement paint/ markings. The paint shall not bleed excessively, curl or discolor when applied to asphalt surfaces.

Water Construction Notes:

1) Contractor shall keep existing water main and private service lines in service while constructing proposed water system. Contractor shall construct as much proposed waterline as possible prior to tying into existing main and reconnecting services.
   a) Temporary water services to meters may be required in some locations, and the cost of such shall be subsidiary to the cost of the applicable line work.

2) The Contractor is hereby notified that connecting to, shutting down, or termination existing utility lines, may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.

3) Pipe material for water mains shall be as required for the project. PVC (AWWA C-900/905, min. class 200), Ductile Iron (AWWA C-150/151, min. Class 200), or Spiral Welded Steel Pipe (AWWA C200, min. Class 200). Water services (2" or less) shall be polyethylene tubing (200 psi, DR 9).

4) The Contractor shall not operate any existing valves without the approval of the utility's Owner.

5) Contractor shall locate, verify, and protect the working conditions of all existing water mains.
   5)1) The Contractor shall pothole proposed connection locations ahead of the construction process to verify connections can be performed without adjustments to planed alignments/elevations of the proposed pipelines. It shall be the Contractors responsibility to notify the Engineer, in writing, of potential complications, at least 72 hours ahead of proposed connection work.

6) Contractor shall locate, verify, and protect the working conditions of all existing private service lines, including meters, lines, etc... Contractor shall employ a licensed plumber to perform all reconstruction of the private side of the meter and verify the system is operational. The contractor shall remove, adjust, reinstall, and/or replace service lines, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing service lines shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.

7) Line flushing or any activity using a large quantity of water must be scheduled with the Owner.

8) The Contractor, at his expense, shall perform disinfection of all potable water lines constructed and shall provide all equipment (including test gauges), supplies (including concentrated chlorine disinfecting material), and necessary labor required for the disinfection procedure. The disinfection procedure shall be monitored by the Projects Inspector. Water samples will be collected by the Owner/Inspector to verify each treated line has attained an initial chlorine concentration of 50 ppm.

9) At the Contractor's request, and in his presence, samples for bacteriological testing will be collected by the Owner/Inspector no less than 24 hours after the treated line has been flushed of the concentrated chlorine solution and charged with water approved by the Owner. The Contractor shall pay invoices, to cover the fee charged for testing each water sample.

10) Where means of flushing is necessary, the Contractor, at his expense, shall provide flushing devices and remove said devices prior to final acceptance by the Owner.

11) All excess excavated material, not suitable for backfill is to be removed and disposed of by the contractor.

12) All salvaged equipment, if owner desires, shall be remain the property of the owner and shall be delivered to a location of their choosing. Otherwise, it and all pipe, fittings, poles, fencing, electrical boxes, wires, etc... Shall become the property of the contractor, shall be removed from the project, and shall be considered in the bid price, unless otherwise noted. Disposal of equipment shall not be in violation of city, state, or federal laws.

13) Water valve covers, fire hydrants, etc., shall be raised to finished pavement grade at the Contractor's expense. All utility adjustments shall be completed once finish grade has been achieved.

14) All bends and changes in direction on water mains shall be restrained and thrust blocked

15) Fire hydrant leads shall be restrained ductile iron pipe (AWWA C-100, min. class 200).

16) All ductile iron pipe and fittings shall be wrapped with minimum 8-mil polyethylene and sealed with tape accepted by the pipe/fitting manufacturer.

17) All water lines shall be completed and in place including all bends, blocks, fittings, services, and appurtenances before pressure testing.

18) Existing gate valves, that are to be removed and/or abandoned, shall be completely removed if the operation nut is within 18" to top of the ground, topsoil shall be placed to fill void. If the operation nut is deeper than 19" then the contractor shall remove the valve stack and place topsoil to fill void created.

19) Prior to tie-ins, any shutdowns of existing mains of any size must be coordinated with the Owner and Project's inspector at least one week or more in advance of the shutdown. The Contractor must also provide a sequence of work as related to the tie-ins; this is at no additional cost to the project and it is the responsibility of the Contractor to sequence the work accordingly.

20) Contractor shall obtain the necessary fittings required to connect existing and proposed pipelines in a manner that is approved by the fitting/pipeline manufacturers, and at no additional cost to the Owner.

21) In locations where a vertical change in elevation occurs with the utilization of bends, that contractor shall restrain joints for a distance as required by the soil conditions prior to initial fitting, and past last fitting used for the vertical change. The use of restrained joints does not eliminate the need for thrust blocking.

22) If during the construction process additional water services are discovered that are connected to a line that is to be abandoned, the contractor shall notify the Project's Inspector and the Project Engineer for direction on how to proceed with the reconnection of the service.

23) All material to be used shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the steel and iron preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT form 1818 (material statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions.

Drainage Construction Notes:

1) Prior to final acceptance, all new or existing drainage structures and extensions shall be cleaned by the contractor (subsidiary).
2) Contractor may provide pre-cast or cast-in-place box culverts.
3) Joints between pre-cast concrete box culverts shall be pre-formed flexible joint sealants as described in TxDOT specifications.
4) Place non-erodible material (pneumatically placed concrete, cement stabilized sand, etc.) On channel bottom and side slopes at temporary culvert/storm drain ends to minimize erosion, as directed by owner (subsidiary).
5) Welds are not allowed to splice safety pipe runners; must be one continuous pipe.

Trench Safety Notes:

1) In accordance with the laws of the state of Texas and the U.S. Occupational Safety and Health Administrations Regulations, all trenches over 5 feet in depth in either hard and stable or soil and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected. Trench safety systems to be utilized for this project shall be provided by the contractor.
2) In accordance with the U.S Occupational Safety and Health Administration regulations, when employees are required to be in trenches 4 feet deep or more, adequate means of exit such as ladder or steps, must be provided and locates so as to require no more than 25 feet of lateral travel.

Storm Water Pollution Prevention Plan (SWPPP)

1) The Contractor shall submit a SWPPP for review. The Plans shall be based upon applicable City, State, and Federal requirements and established standards.
2) The Contractor is responsible to monitor the plan as the work progresses and submit modifications for review as needed.
3) The Contractor is responsible to ensure the Project's Engineer and Inspector has been provided a copy of the signed plans prior to beginning work.
4) The SWPPP Best Management Practices (BMPs) approved must be installed prior to and excavation activities.

Irrigation Revegetation and Slope Stabilization Notes:

1) Contractor shall locate, verify, and protect the working conditions of all existing irrigation systems, including meters, lines, and heads. Contractor shall employ a licensed irrigation installer or plumber to perform all reconstruction of irrigation systems and verify the system is operational. The contractor shall remove, adjust, and reinstall irrigation systems back to good condition; replace irrigation systems, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing irrigation systems shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.
2) Provide temporary vegetation and watering as part of contractor's stormwater pollution prevention plan implementation.
3) All disturbed areas shall be permanently revegetated unless the location is utilized as a cultivated field. Payment includes watering necessary to fully establish vegetation. Contractor shall check regularly to verify that coverage is properly established and maintained.
4) Contractor shall be responsible for mowing within project limits throughout construction, as directed by owner (subsidiary).
5) The following guidance shall be used for permanent vegetation and soil stabilization:
   a) At established lawns, place solid block sod matching existing grass type (Bermuda or St. Augustine).
   b) Between back of curb and edge of sidewalk, place solid block sod (Bermuda).
   c) Roadway side slopes (non-ditch areas):
      i) If steeper than 6: 1, place soil retention blanket (spray-on application allowed) and Bermuda seed.
      ii) If 6: 1 or flatter, place Bermuda seed.
   d) Ditch channel side slopes:
      i) Place Bermuda seed in all disturbed areas.
      ii) If shown on plans, place flexible channel liner.
      iii) For all other locations:
         (1) If steeper than 6: 1, place soil retention blanket (non-spray application) and Bermuda seed.
         (2) If 6: 1 or flatter, place Bermuda seed.
   e) All soil retention blanket shall be class 1 type a per TxDOT Item 169.
   f) All flexible channel liner shall be class 2 type g per TxDOT Item 169.
6) For broadcast seed rate, refer to specifications
7) Broadcast seed shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 10 gallons per square yard. Until the grass in uniformly 1 inch in height. Sod shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 5 gallons per square yard weekly until the grass in uniformly 2 inches in height. When allowed by engineer, watering may be postponed for one week when rainfall of 1 inch or greater occurs on the site. Do not cause damage by over watering.
8) Prior to placing block sod, contractor shall blade and rake smooth topsoil. Sod shall not be placed such that it impedes drainage runoff.

Special Notes:

1) Owner shall be responsible for materials testing in accordance with applicable specifications. Contractor shall coordinate testing with owner and testing agency. Contractor shall bear the cost for re-tests due to failing tests.
2) Stockpile all topsoil removed from project separate from other cut/fill materials. Utilize stockpiled topsoil to finalize grades in disturbed areas.
3) Contractor shall keep drainage structures and ditches free from obstructions during times when weather conditions require its use to convey runoff.
   a) Contractor shall verify that temporary of final grading shall not adversely affect surrounding/adjoining properties.
4) Excavation in existing driveways shall be backfilled and repaired to existing condition.
5) Contractor shall shape embedment material to accommodate the belled joints of pipes to insure support throughout their lengths. Belled joints shall have a minimum of 2" of fill beneath them.
6) If excavated material is not acceptable to the engineer for backfill, the contractor shall provide select import material as required. All backfill material is subsidiary to the price of pipe in place.
7) Max joint deflection shall be half the manufacturer recommended maximum.
8) Contractor shall adjust, repair, or reconstruct residential services (not already specifically called on the plans) as necessary. Payment shall be subsidiary to installation of pipeline & not an additional pay item.

Construction Sequencing:

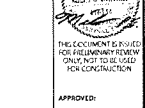
1) Mobilization.
2) Temporary traffic control.
3) Storm water pollution prevention plan and implementation.
4) Clearing and stripping of the work corridor to limits indicated on the plans.
5) Exploratory excavation of existing pipe.
6) Installation of pipe along the Projects pathway, utilizing both the private easement and County/State ROW. Along with the installation of water transmission line appurtenances including valves, fittings, restrained joints, thrust and anchor blocks, polyvinyl wrapping, air/vacuum release valves and vaults, blow- off/ flush valve assemblies and vaults, flush hydrants, pipe markers, tracing wire, detection tape, and driveway and county road repairs.
7) Trench safety, excavation, bedding and backfill.
8) Temporary connection of the new water line pipe to the existing water lines for flushing and disinfection.
7) Perform final connections and switch over water services.
8) Abandon existing waterlines, that are labeled to be abandoned.
9) Fence repair and access gate installation.
10) Seeding of disturbed acreage.

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2022 - FOR UTILITY ADJUSTMENTS
GENERAL NOTES

DESIGN: MWW
DRAWN: JMS
CKD: MWW

SEAL:



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APPROVED:

DATE: 07/13/2022

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET G1

		1	
Item No.	Item Description	A-00+00 to A-03+00	Project Totals
1	2" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed	40	40
2	4" Steel Enc. Pipe, Open Cut; w/ 2" HDPE SDR 9 Pipe; Installed	213	213
3	2" Gate Valve, Box, and Marker; Installed	2	2
4	Blow Off Valve Assembly and Marker; Installed	2	2
5	Connect New 2" to Existing 2"; Installed	2	2
6	Cap Existing 2" Line; Complete	2	2
7	Remove Existing Water Meter; Complete	1	1
8	Trench Safety System Design and Implementation	253	253
9	Traffic Control Plan Development and Implementation		1
10	SWPPP Design and Implementation		1
11	Mobilization (Not to Exceed 10% of Total Project Bid)		1

NO. | REVISION DESCRIPTION | DATE | BY | CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2022 - FOR UTILITY ADJUSTMENTS
TAKE OFF

DESIGN: MWW
DRAWN: JMS
CKD: MWW
SEAL:

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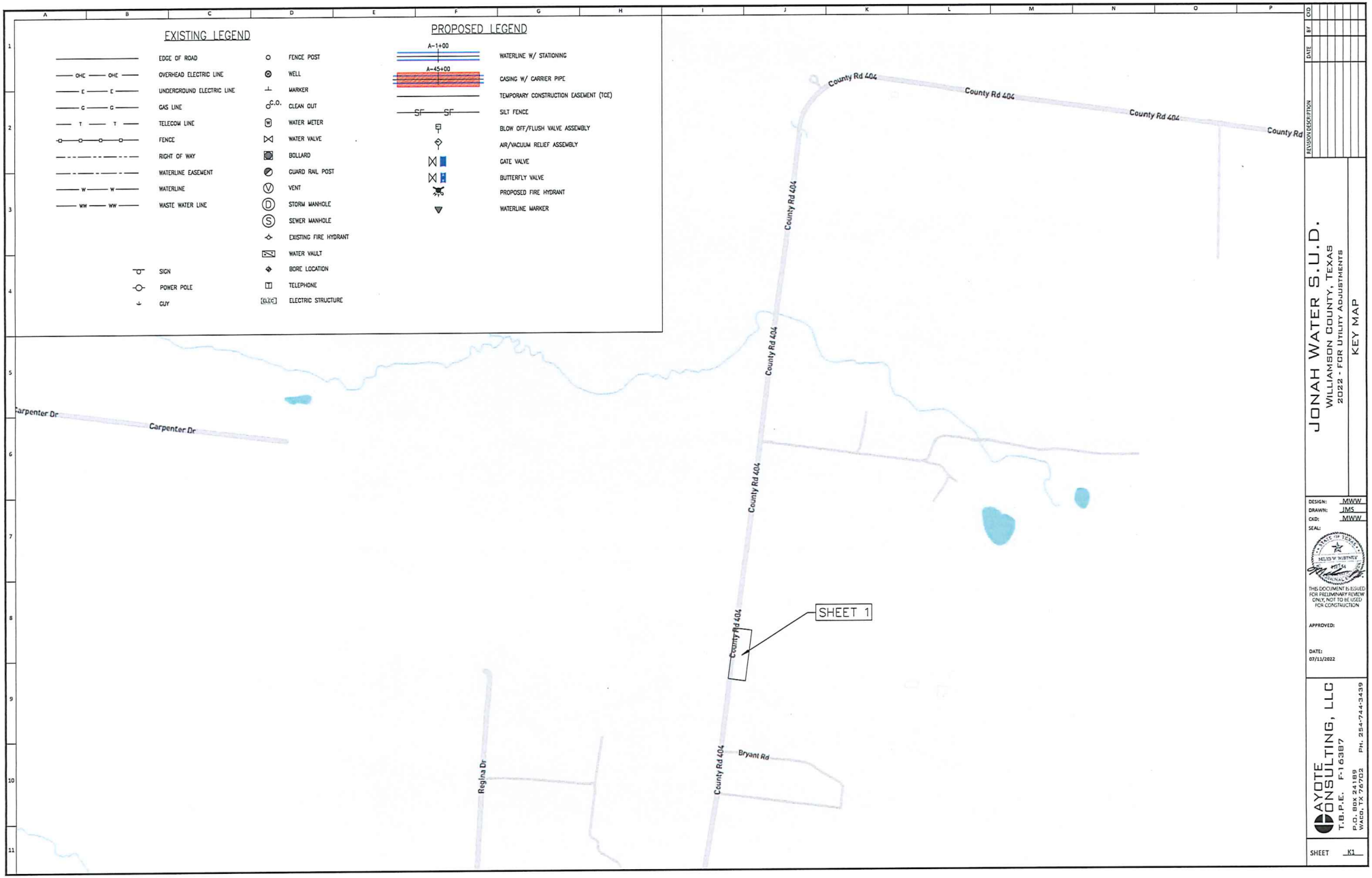
APPROVED:

DATE: 07/11/2022

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET G1



JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2022 - FOR UTILITY ADJUSTMENTS
KEY MAP

REVISION DESCRIPTION	DATE	BY	CKD

DESIGN: MWW
DRAWN: JMS
CKD: MWW
SEAL:

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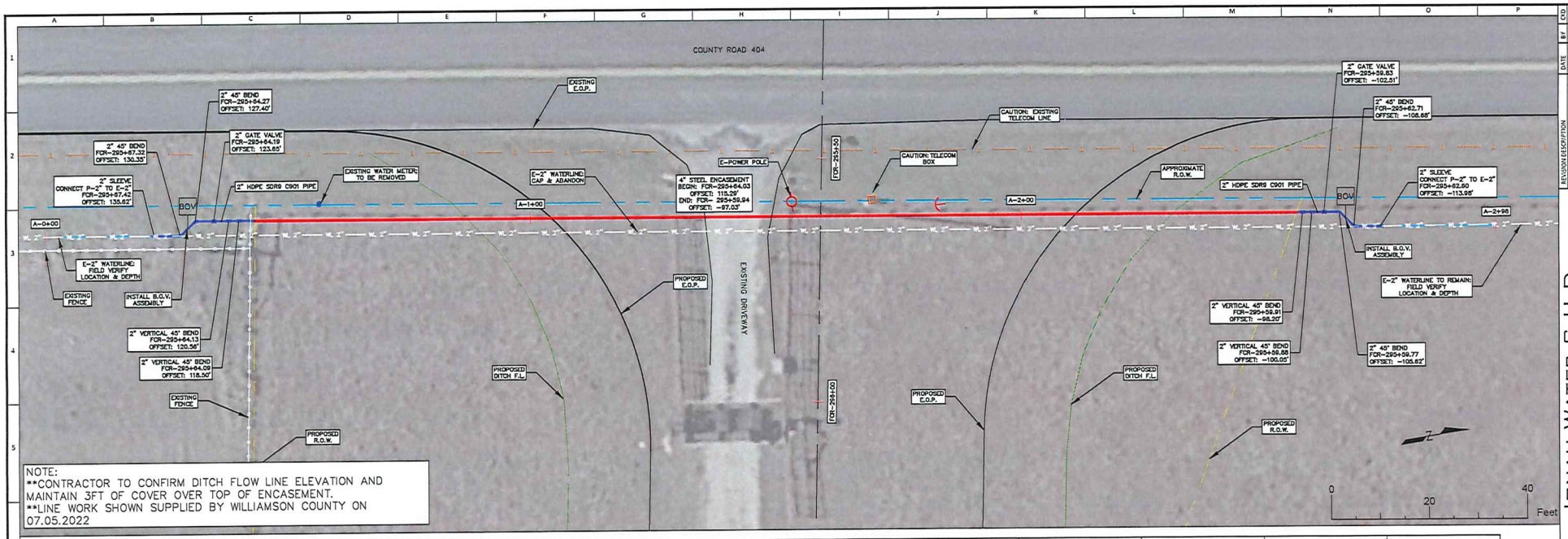
APPROVED:

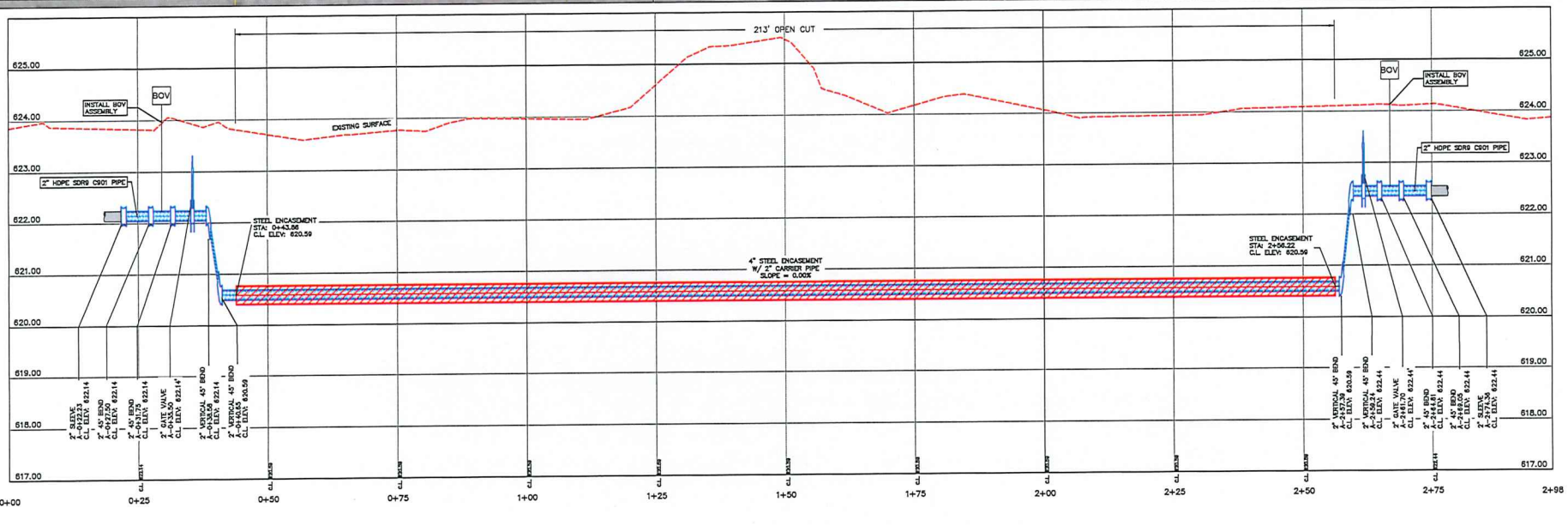
DATE: 07/11/2022

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET K1



NOTE:
**CONTRACTOR TO CONFIRM DITCH FLOW LINE ELEVATION AND MAINTAIN 3FT OF COVER OVER TOP OF ENCASEMENT.
**LINE WORK SHOWN SUPPLIED BY WILLIAMSON COUNTY ON 07.05.2022



JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2022 - FOR UTILITY ADJUSTMENTS
WATERLINE ALIGN. "A"; STA. A-00+00 TO A-03+00

REVISION DESCRIPTION	DATE	BY	CKD

DESIGN: MWW
DRAWN: JMS
CKD: MWW
SEAL:

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APPROVED:

DATE: 07/11/2022

AYOTE CONSULTING, LLC
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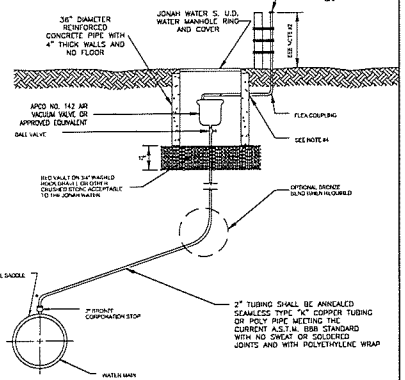
P.O. BOX 24189
WACO, TX 76702
PH: 254-744-3439

SHEET 1



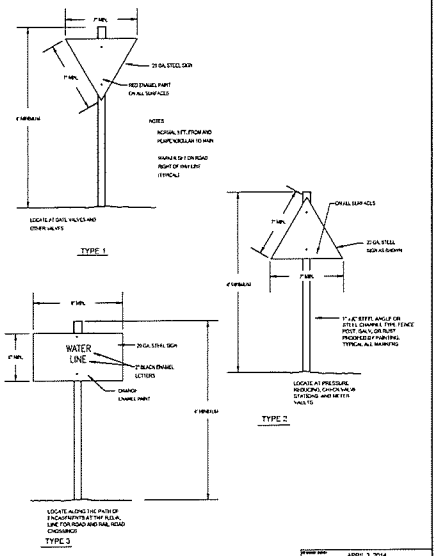
SADDLE SIZE	BALL VALVE
1"	1"
2"	2"

* THREAD TO COMPRESSION GRADE. ELBOW ALLOWED IF NECESSARY DUE TO DEPTH LIMITATIONS.

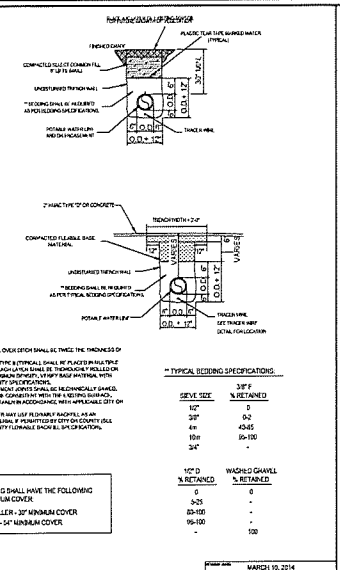
NOTES:

1. AIR RELEASE VALVE VAULT FOR USE IN NON-PAVEMENT AREAS.
2. EXTERIOR SURFACES OF EXPOSED AIR VENT PIPE AND STEEL SUPPORT PIPE SHALL BE CLEANED, PREPPED, PRIMED AND PAINTED WITH RUST-OLEUM SAFETY BLUE ACRYLIC #9225402 PAINT, OR APPROVED EQUAL.
3. THE AIR VENT PIPE SHALL BE 5' MINIMUM IN HEIGHT AND SHALL BE SUPPORTED BY A 4" STEEL PIPE, WHICH IS TO BE SET IN 2500 P.S.I. CONCRETE, FILLED WITH CONCRETE AND SUPPORTED WITH 3 STAINLESS STEEL CLAMPS.
4. CONCRETE VAULT PENETRATION SHALL BE CORE BIT DRILLED. VOID SHALL BE FILLED BY PRESS-SEAL GASKET CORP. PSX RESILIENT CONNECTOR MEETING A.S.T.M. C923, OR APPROVED EQUAL.
5. PIPE SUPPORT TO BE PROVIDED FOR THE AIR RELEASE VALVE.

JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	W06.1
	"MODIFIED" AIR RELEASE VALVE FOR WATER MAIN DETAIL	



JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	APRIL 3, 2014 W03
	MARKERS TYPE 1, 2 & 3	



NOTES

1. THE PLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL PAVE.
2. FLEXIBLE BASE MATERIAL TYPE B (TYPICAL) SHALL BE PLACED IN MULTIPLE LIFTS NOT TO EXCEED 8", EACH LAYER SHALL BE THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY. VERIFY BASE MATERIAL WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
6. CONTRACTOR OR ENGINEER MAY USE FLORIDAY RACKFILL AS AN ALTERNATE BACKFILL MATERIAL IF PERMITTED BY CITY OR COUNTY (SEE APPLICABLE CITY OR COUNTY FLORIABLE BACKFILL SPECIFICATION).

** TYPICAL BEDDING SPECIFICATIONS

SIEVE SIZE	3/4" % RETAINED
1/2"	0
3/8"	0-2
4m	40-65
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
95-100	-
-	100

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:
12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 54" MINIMUM COVER

JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	MARCH 10, 2014 W04
	TRENCH & EMBEDMENT DETAIL	

NOTES

A. VALVE BOX SHALL BE CAST JORDAN IRON WORKS SERIES B 8150 TWO PIECE SCREW TYPE OR APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF +6 INCHES FROM INSTALLED FINISH GRADE.

B. 2. ACCEPTABLE GATE VALVES ARE:
- B.1. AMERICAN FLOW CONTROL - SERIES 2500
- B.2. MUELLER - 2360 SERIES
- B.3. CLOW

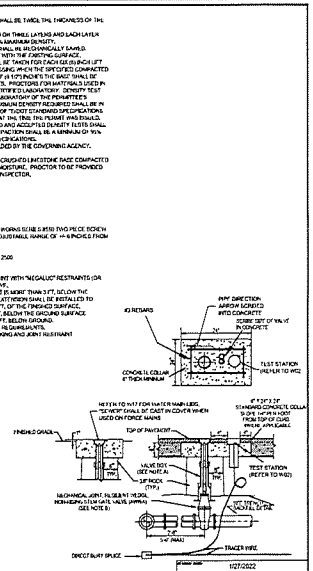
C. FOR IN LINE VALVES, USE MECHANICAL JOINT WITH "MEGALUG" RESTRAINTS (OR APPROVED EQUAL) ON EACH SIDE OF VALVE.

D. IF THE TOP OF THE VALVE OPERATING NUT IS MORE THAN 3 FT. BELOW THE FINISHED SURFACE A OPERATING STEM EXTENSION SHALL BE INSTALLED TO BRING THE OPERATING NUT TO WITHIN 3 FT. OF THE FINISHED SURFACE.

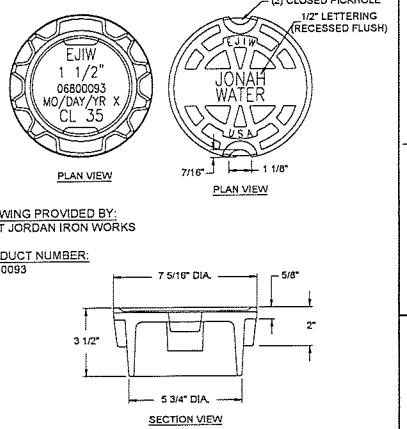
E. VALVE OPERATING NUTS MORE THAN 3 FT. BELOW THE GROUND SURFACE ELEVATION SHALL BE EXTENDED TO BE 2 FT. BELOW GROUND.

F. REFER TO DETAIL W01 FOR TEST STATION IN SUBDIVISIONS.

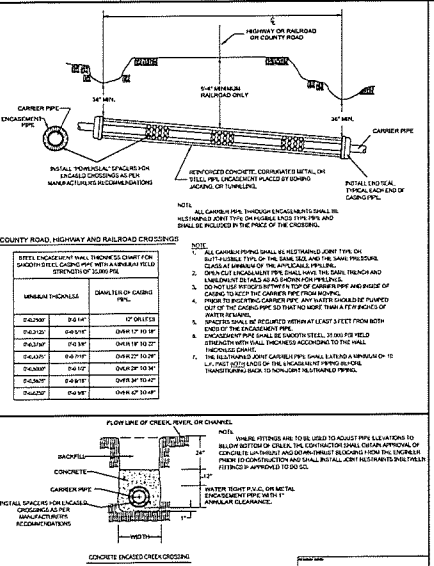
G. REFER TO DETAIL W05 FOR THRUST BLOCKING AND JOINT RESTRAINT REQUIREMENTS.



JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	1/27/2022 W07
	TYPICAL VALVE SETTING IF LESS THAN 3FT.	



JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	W17
	VALVE BOX LID	



NOTE:
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE MECHANICAL JOINT TYPE OR MUSHLE END TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

COUNTY ROAD, HIGHWAY AND RAILROAD CROSSINGS

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.	
MINIMUM THICKNESS	DIAMETER OF CASING PIPE
0.432500"	8-5/8" OR LESS
0.463125"	OVER 8" TO 10"
0.493750"	OVER 10" TO 12"
0.524375"	OVER 12" TO 14"
0.555000"	OVER 14" TO 16"
0.585625"	OVER 16" TO 18"
0.616250"	OVER 18" TO 20"

NOTE
1. ALL CARRIER PIPING SHALL BE MECHANICAL JOINT TYPE OR BUTT-WELDED TYPE, OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE SPECLINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR SPECLINES.
3. DO NOT USE SPACERS BETWEEN THE TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE MECHANICAL JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT MECHANICAL TYPING.

FLOW LINE OF CREEK, RIVER, OR CHANNEL

NOTE
WHERE FITTINGS ARE TO BE USED TO ADJUST PIPE ELEVATIONS TO BELOW BOTTOM OF CREEK, THE CONTRACTOR SHALL OBTAIN APPROVAL OF CONCRETE (ANTHRUST AND DOWN-THRUST BLOCKING) FROM THE ENGINEER PRIOR TO CONSTRUCTION AND SHALL INSTALL JOINT RESTRAINTS (MEGALUG FITTINGS IF APPROVED) TO DO SO.

CONCRETE ENCASED CREEK CROSSING

JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	W14
	INSTALLATION OF PIPE THROUGH CASING/OPEN CROSSING	

WATER MAINS AND SANITARY SEWERS SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN 9 FT. IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE 9 FT. SEPARATION CANNOT BE ACHIEVED, THE FOLLOWING TABLE SHALL GOVERN:

SYSTEM	LOCATION	MATERIAL WATER	MATERIAL SEWER	MINIMUM SEPARATION VERT.	MINIMUM SEPARATION HORIZ.	COMMENTS
NEW WATER AND NEW SEWER						
SEWER ABOVE WATER AND CROSSING PARALLEL TO WATER MAIN	WATER ABOVE SEWER	STD.	C.I., D.I., P.V.C., HDPE	2'	4'	SEPARATE TRENCHES
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., HDPE	1"	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZED SAND BACKFILL WITHIN BACKFILL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
NEW WATER AND EXISTING SEWER						
NEW WATER PARALLEL TO EXISTING SEWER	WATER ABOVE SEWER	STD.	CLAY CONC. ABS, C.I., D.I., P.V.C.	2'	4'	IF SEWER SHOWING SIGN OF LEAKAGE THEN LEAKY SEWER ALONG IF SEWER KNOWN SIGNS OF LEAKAGE THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	WATER ABOVE SEWER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	NA	IF SEWER SHOWING SIGN OF LEAKAGE THEN LEAKY SEWER ALONG IF SEWER KNOWN SIGNS OF LEAKAGE THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	NA	REPLACE EXISTING SEWER WITH CL 51 D.I. P.V.C. OR EQUIV. STANDARD LAID IN ONE FULL LENGTH CENTERED ON WATER LINE.
NEW WATER PARALLEL TO EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	4'	REPLACE EXISTING SEWER WITH CL 51 D.I. P.V.C. OR EQUIV. STANDARD LAID IN ONE FULL LENGTH CENTERED ON WATER LINE. INSTALL BACKFILL ZONE OF SEWER AREA PARALLEL CLOSER THAN 9 FT. ON ENCASE THE WATER IN 1/4" MULE PIPE TWO HORIZONTAL SIDES & UNDER.
EXISTING WATER AND NEW CROSSING SEWER						
NEW SEWER PARALLEL TO EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., HDPE	2'	4'	SEPARATE TRENCHES
NEW SEWER CROSSING EXISTING WATER	WATER AND T. SEWER OR T. SEWER AND WATER	STD.	C.I., D.I., P.V.C., HDPE	1'	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
NEW SEWER CROSSING EXISTING WATER	WATER AND T. SEWER	STD.	ABS, CLAY, CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZED SAND BACKFILL WITHIN BACKFILL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN

FIRE HYDRANTS SHALL NOT BE LOCATED WITHIN 9 FT. VERTICALLY OR HORIZONTALLY OF ANY SANITARY SEWER. REGARDLESS OF CONSTRUCTION.

JONAH SUD	JONAH WATER SUD WATER CONSTRUCTION STANDARD DETAILS	W13
	SAMPLE FOR SEPARATION OF WATER AND SEWER PIPE LINES	

NO.	REVISION DESCRIPTION	DATE	BY

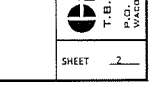
JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2022 - FOR UTILITY ADJUSTMENTS

STANDARD DETAILS

DESIGN: MWW
DRAWN: JMS
CKD: MWW
SEAL:



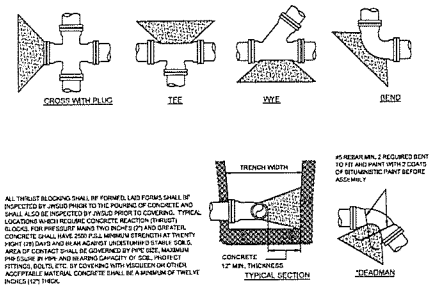
THIS DOCUMENT IS ISSUED FOR PRELIMINARY REVIEW ONLY, NOT TO BE USED FOR CONSTRUCTION.

APPROVED:

DATE: 07/11/2022

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH: 254-744-3439

SHEET 2



ALL THRUST BLOCKING SHALL BE FORMED, LAID FORMS SHALL BE INSPECTED BY JWSUD PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY JWSUD PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS FOR PIPE SIZE 8" AND LARGER. CONCRETE SHALL HAVE 2500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND IN AN AGAINST UNDISTURBED STABLE SOILS. AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PSI (LINE IN PSI), AND SOIL BEARING CAPACITY OF SOIL. ON ALL VERTICAL FITTINGS, BOLTS, ETC. BY COVERING WITH MEGUEEN OR OTHER ACCEPTABLE MATERIAL CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.

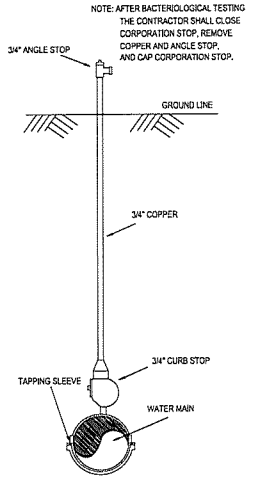
PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	16"	35.0 SQ. FT.	VALUES ARE FOR 90° BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE * PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.6 SQ. FT.	24"	63.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	19.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

*THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

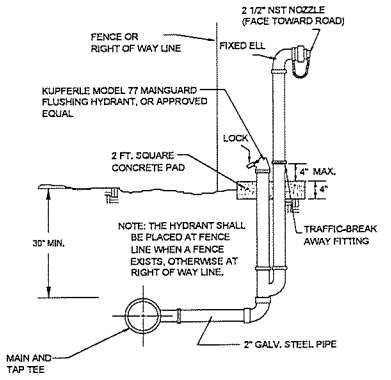
NOTE:
- ALL 3" AND LARGER ELLS, TEES AND BENDS SHALL BE MJ DUCTILE IRON FITTINGS WITH "MEGALUG" OR APPROVED EQUAL JOINT RESTRAINTS - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED. JOINT RESTRAINTS SHALL ALSO BE USED ON ANY PIPE LENGTH LESS THAN ONE FULL PIPE JOINT AWAY FROM EACH M.J. FITTING.
- ALL 2-1/2" AND SMALLER CAPS, ELLS, TEES AND 45° BENDS SHALL BE HARCO PUSH-ON DUCTILE IRON FITTINGS WITH KNUCKLE JOINT RESTRAINT OR APPROVED EQUAL - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED.
- OTHER THRUST BLOCKING DIMENSIONS ACCEPTED IF DESIGNED BY LICENSED ENGINEER.

JANUARY 13, 2017

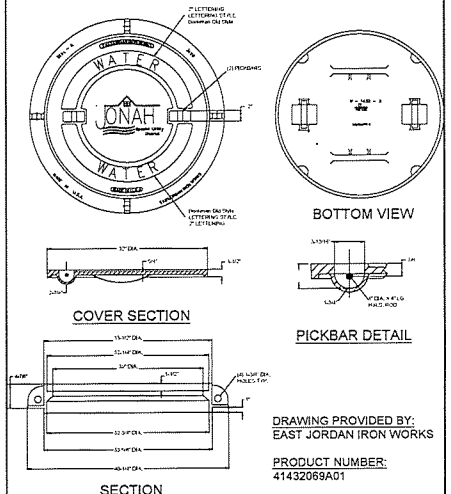
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
W09
TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAINS DETAIL
SCALE: N.T.S. DATE: 1-13-17
DRAWN BY: M.W.W. CHECKED BY: M.B.A.



JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
W10
TEMPORARY SAMPLING TAP STATION
SCALE: N.T.S. DATE: 1-13-17
DRAWN BY: M.W.W. CHECKED BY: M.B.A.



JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
W11
FIRE TYPE BLOW OFF HYDRANT
SCALE: N.T.S. DATE: 1-13-17
DRAWN BY: M.W.W. CHECKED BY: M.B.A.



DRAWING PROVIDED BY:
EAST JORDAN IRON WORKS

PRODUCT NUMBER:
41432069A01

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
W12
WATER MANHOLE LID
SCALE: N.T.S. DATE: 1-13-17
DRAWN BY: M.W.W. CHECKED BY: M.B.A.

Hydrostatic Testing

Hydrostatic testing described in this section shall be conducted with water.

General

The contractor shall provide measurement gauge, pump, pipe, connection, and other necessary apparatuses, unless otherwise specified. Prior to testing the contractor shall place sufficient backfill to prevent pipe movement. The contractor shall ensure that thrust-blocking or other types of restraint systems will provide adequate restraint prior to pressurizing the pipeline.

Test Duration

The duration of the hydrostatic test shall be 2 hours.

Test Pressure

The hydrostatic test pressure shall not be less than 1.25 times the maximum anticipated sustained working pressure at the highest point along the test section unless the pressure exceeds the design pressure limit for any pipe, thrust restraint, valve, fitting or other appurtenance of the test section. In no case shall the test pressure exceed the design pressure limit for any pipe, thrust restraint, valve, fittings, or other appurtenance of the test section.

Test Allowance

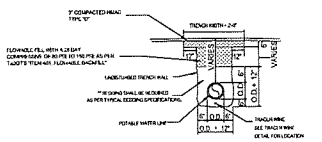
The testing allowance shall be defined as the quantity of water that must be supplied to the pipe section being tested to maintain the pressure within 5 psi of the specified hydrostatic test pressure. The installation will not be accepted, by the owner, if the quantity of the makeup water is greater than that determined by the formula below. All visible leaks are to be repair regardless of the amount of leakage.

$$Q = \frac{L \times D \times \sqrt{P}}{148000}$$

Q = quantity of makeup water in gallons per hour (gal./hr.)
L = length of pipe being tested in feet (ft.)
D = nominal diameter of pipe in inches (in.)
P = average test pressure during the hydrostatic test in pounds per square inch (psi)

Disinfection (Does Not Apply To Sewer Force Mains.)

New mains shall be thoroughly disinfected in accordance with AWWA Standard C651 and then flushed and sampled before being placed in service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure. Sampling shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.



NOTES
1. FLOWABLE FILL SHALL BE IN ACCORDANCE TO TxDOT'S ITEM 401 "FLOWABLE BACKFILL" SPECIFICATIONS, AS FOUND AT
2. ASPHALT CONCRETE PAVEMENT (ACP) SHALL BE AS CHANGED BY SAWCUT.
3. COMPACT MATERIAL AS IS OR CONSISTENT WITH THE EXISTING SURFACE.
4. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE STATE, COUNTY, OR CITY SPECIFICATIONS.

** TYPICAL BEDDING SPECIFICATIONS

SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-65
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
95-100	-
-	100

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER
12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 54" MINIMUM COVER

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS
W13
TRENCH & EMBEDMENT DETAIL FLOWABLE FILL
SCALE: N.T.S. DATE: 1-13-17

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WATER DISTRIBUTI SYSTEM
GENERAL CONSTRUCTION NOTES

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.
2. Prior to commencement of construction, the owner of the system or his representative must notify the appropriate TCEQ regional office in writing of the date on which construction will begin.
3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.
4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less.
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply.
6. Water transmission and distribution lines must be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface.
7. The hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe.
8. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent.
9. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet §290.44(e) of the current rules.
10. The contractor shall disinfect the new water mains in accordance with AWWA Standard C651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.
11. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation.

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2022 - FOR UTILITY ADJUSTMENTS
STANDARD DETAILS

DESIGN: MWW
DRAWN: JMS
CKD: MWW
SEAL:

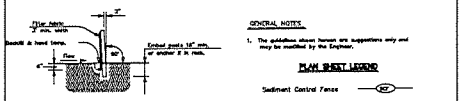
THIS DOCUMENT IS ISSUED FOR PRELIMINARY REVIEW ONLY, NOT TO BE USED FOR CONSTRUCTION

APPROVED:

DATE: 07/11/2022

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 3



SECTION A–A

GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Sediment Control Fence — SCF

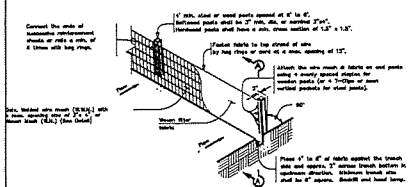
SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sited to filter a min. flow through rate of 100 GPM/FT. Sediment control fence is not recommended for control areas from a drainage area larger than 3 acres.

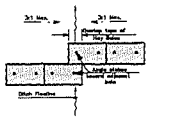


Hinge Joint Knot Woven Mesh (Option)

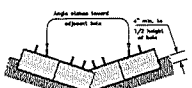


TEMPORARY SEDIMENT CONTROL FENCE

SCF



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay — BH

BALED HAY USAGE GUIDELINES

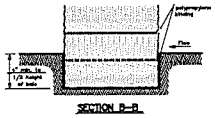
A Baled Hay Installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A ten year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to offer a maximum flow thru rate of 3 GPM/FT² of cross sectional area. Baled Hay may be used at the following locations:

1. Where the runoff approaching the baled hay does not exceed one foot per second (cfs).
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than 1/2 acre.

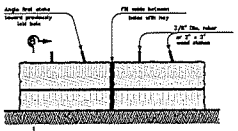
For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowline thru the hay.
2. The ditch should be graded large enough to contain the overlapping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is encountered.



SECTION B–B



BALED HAY FOR EROSION CONTROL

BH

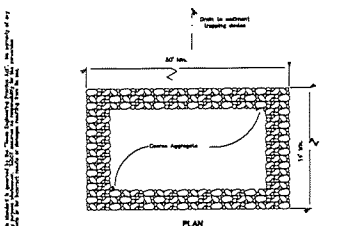
GENERAL NOTES

1. Hay bales shall be a minimum of 36" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and stake provides 1/3 the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with 3/8" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

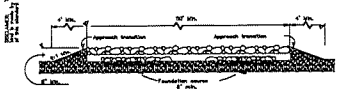
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & BALED HAY

EC(1)–09



PLAN

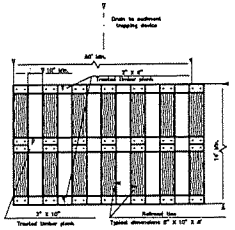


PROFILE

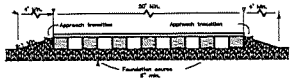
CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be double lane, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to slope drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PLAN

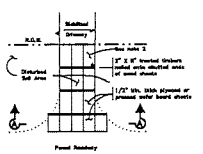


PROFILE

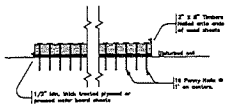
CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with 1/2"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be double lane, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to slope drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PLAN



SECTION A–A

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches (approximately 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)–93

NO.	REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2022 - FOR UTILITY ADJUSTMENTS

STANDARD DETAILS

DESIGN: MWW
DRAWN: JMS
CKD: MWW
SEAL:



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APPROVED:

DATE: 07/11/2022

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24159
WACO, TX 76702
PH. 254-744-3439

SHEET 4

EXHIBIT "C"

County: Williamson
Parcel No.: Easement 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

May 24, 2022

PROPERTY DESCRIPTION FOR EASEMENT 1

DESCRIPTION OF A 0.015 ACRE (669 SQ. FT.) EASEMENT LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A, IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.015 ACRE (669 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, same being the proposed east right-of-way line of C.R. 401, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of a called 47.634 acre tract of land, described in a deed to Taylor 47 Business, LLC, recorded in Document No. 2021184603, O.P.R.W.C.TX., bears S 51°27'26" E, a distance of 292.28 feet;

THENCE S 73°17'46" W, departing the existing north right-of-way line of said C.R. 403, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, a distance of 205.18 feet to calculated point (Surface Coordinates: N=10,179,838.06, E=3,203,923.59), for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 1-3:

1) S 73°17'46" W, a distance of 20.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, for the southwest corner of the easement described herein,

2) N 46°02'00" W, a distance of 29.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, said point being the beginning of a curve to the right, and

3) With said curve to the right, an arc distance of 16.99 feet, through a delta of 00°57'43", having a radius of 1,012.00 feet, and a chord that bears N 15°58'02" E, a distance of 16.99 feet to a calculated point, for the northwest corner of the easement described herein;

THENCE departing the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 4-6:

4) S 46°02'00" E, a distance of 28.59 feet to a calculated point,

5) N 73°17'46" E, a distance of 11.22 feet to a calculated point, for the northeast corner of the easement described herein and,

EXHIBIT "C"

County: Williamson
Parcel No.: Easement 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

6) S 16°42'14" E, a distance of 15.00 feet to the **POINT OF BEGINNING**, and containing 0.015 acres (669 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

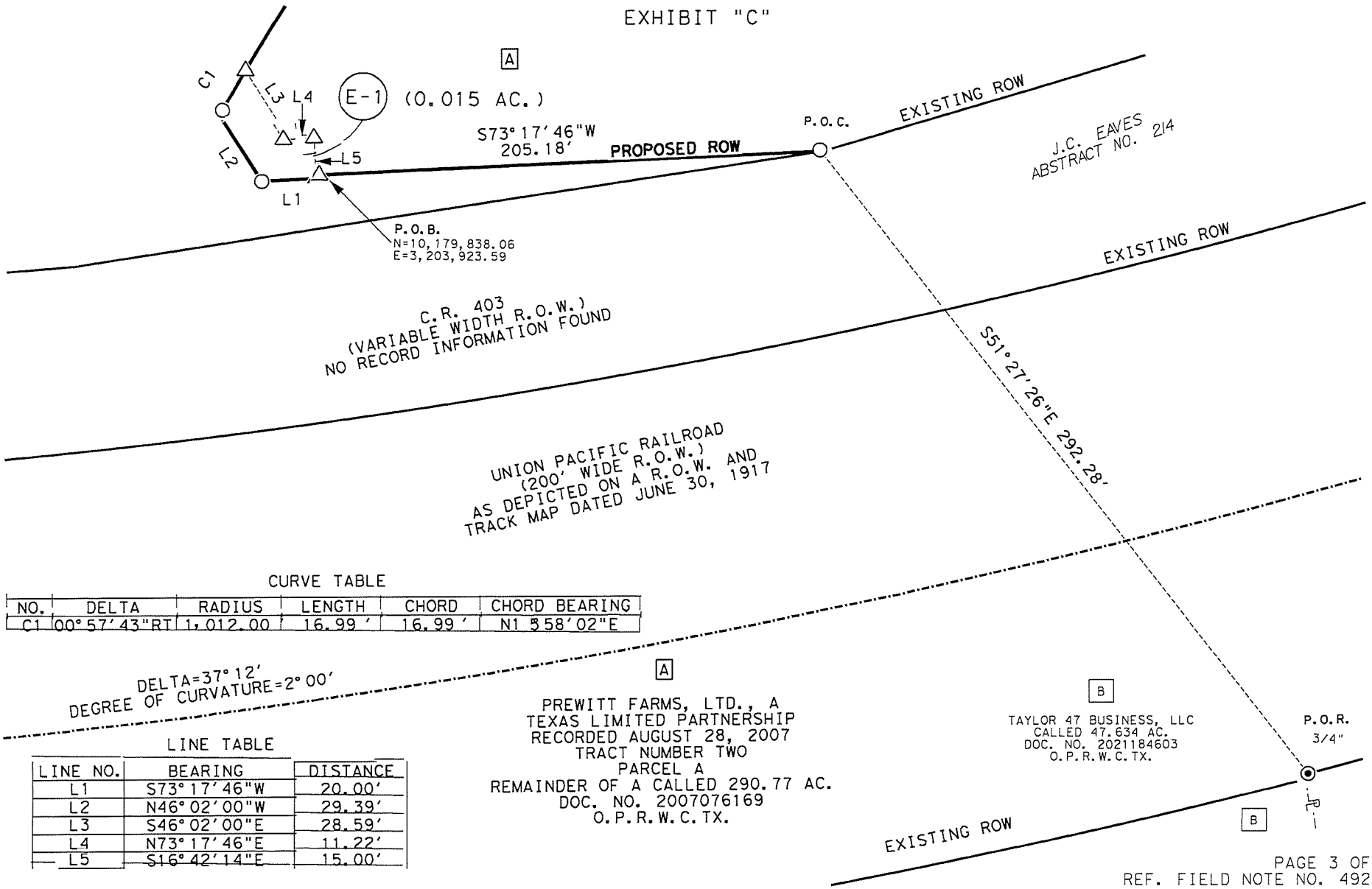
5/24/22

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



EXHIBIT "C"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°57'43"RT	1,012.00'	16.99'	16.99'	N15°58'02"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S73°17'46"W	20.00'
L2	N46°02'00"W	29.39'
L3	S46°02'00"E	28.59'
L4	N73°17'46"E	11.22'
L5	S16°42'14"E	15.00'

REF. FIELD NOTE NO. 49256

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

N

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\Jonah\P-Jonah_1.dgn

EXISTING	*45.082 AC.	ACQUIRE	0.000 AC.	REMAINING	45.082 AC. LEFT

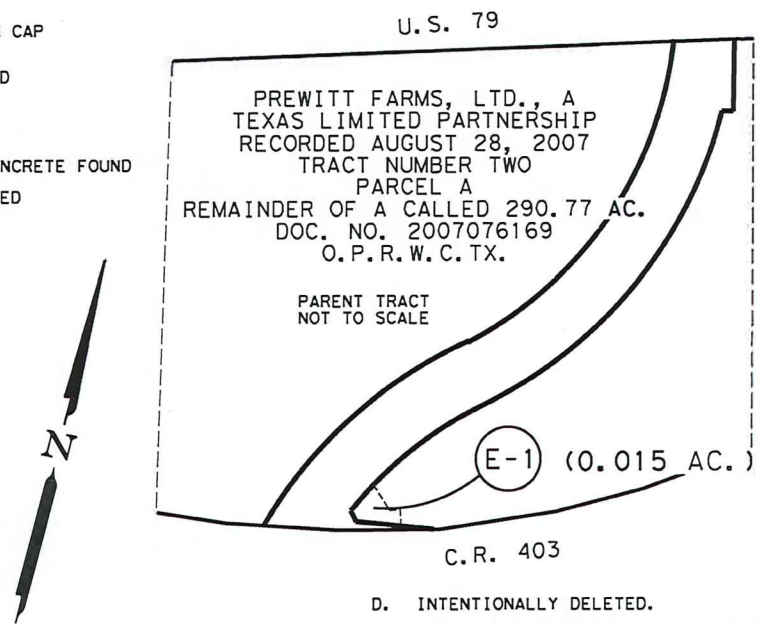
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
EASEMENT 1
0.015 AC. (669 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
▣	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◉	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/\/——	DISTANCE NOT TO SCALE
———/——	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "C"



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. GT2100341, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

5/24/22

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100341, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A. A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2015061237, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATIONS COMPANY, LP AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 2015075890, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, MAY AFFECT)

D. INTENTIONALLY DELETED.

E. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.

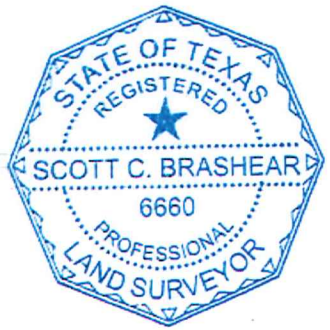
F. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

G. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

H. RIGHTS OF PARTIES IN POSSESSION.

I. INTENTIONALLY DELETED.

J. TERMS, PROVISIONS AND STIPULATIONS OF A POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES DATED JANUARY 19, 2022, EXECUTED BY AND BETWEEN PREWITT AARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. AND WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT NO. 2022032016, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)



REF. FIELD NOTE NO. 49256

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\Jonah\P-Jonah_1.dgn

EXISTING	*45.082 AC.	ACQUIRE	0.000 AC.	REMAINING	45.082 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
EASEMENT 1
0.015 AC. (669 SQ. FT.)

Commissioners Court - Regular Session **75.**

Meeting Date: 03/21/2023

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 Terry Mont Dooley and Laura Jeanette Dooley for 0.365 acres required as right of way for the CR 255 project (Parcel 1A). Funding Source: LRTP- P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:03 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:08 PM
Final Approval Date: 03/16/2023		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TERRY MONT DOOLEY and LAURA JEANETTE DOOLEY** (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 0.365-acre (15,888 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1A**);

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 AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of FORTY-THREE THOUSAND SEVEN HUNDRED SIXTEEN and 00/100 Dollars ($43,716.00).

Payment of Purchase Price and Additional Compensation

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 April 30, 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 if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLERS:

Terry Mont Dooley

Address: 4150 CR 255

Georgetown TX 78633

Date: 3-10-23

Laura Jeanette Dooley

Date: 3-10-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.365 ACRE RIGHT-OF-WAY PARCEL NO. 01A
TERRY MONT DOOLEY AND LAURA JEANETTE DOOLEY
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.365 ACRES (APPROXIMATELY 15,888 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 17.97 ACRE TRACT OF LAND CONVEYED TO TERRY MONT DOOLEY AND LAURA JEANETTE DOOLEY, IN A DEED DATED OCTOBER 18, 2021 AND RECORDED IN DOCUMENT NO. 2021159166 AND 2021175017 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.365 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northwest corner of the herein described tract, a ½ inch iron rod with cap marked "1847" found in the East right-of-way line of County Road 255 (right-of-way width varies, the Northwest corner of a called 17.97 acre tract of land as described in the deed conveyed to Terry Mont Dooley and Laura Jeanette Dooley filed of record in document no.: 2021159166 and 2021175017, Official Public Records Williamson County, Texas and the Southwest corner of the remainder of the called 32.97 acre tract as described in the deed convey to Kerry L. Wiggins and Cassandra G. Wiggins filed of record in document number 2014101100, Official Public Records, Williamson County, Texas;

THENCE North 59°02'13" East with the North line of said Dooley tract and the South line of said Wiggins tract a distance of 36.47 feet to the Northeast corner of the herein described tract a set ½ inch iron rod with cap marked "Walker 5283" from which the Northeast corner of said Dooley tract bears North 59°19'50" East a distance of 1,042.82 feet;

THENCE South 21°13'30" East across said Dooley tract a distance of 99.89 feet to the beginning of a curve to the right having a radius of 6,768.00 feet;

THENCE in a Southeasterly direction with said curve an arc distance of 435.49 feet

(having a delta of 3°41'12", a chord bearing of South 19°22'54" East, a chord distance of 435.41 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 Dooley tract and in the North line of a called 24.56 acre tract of land as described in the deed conveyed to Kenneth M. Bell and Carrie Bell filed of record in Document No. 2012065087, Official Public Records, Williamson County, Texas from which the Southeast corner of said Dooley tract a found concrete monument bears North 68°29'00" East a distance of 1042.82 feet ;

THENCE South 68°29'0" West with the South line of said Dooley tract and the North line of said Bell tract a distance of 17.38 feet to the Southwest corner of the herein described tract a Concrete right-of-way monument found at the Southwest corner of said Dooley tract and the Northwest corner of said Bell tract in the East right-of-way of said County Road 255 from which a corner of said Bell tract bears South 19°47'49" East a distance of 672.35 feet;

THENCE North 21°43'10" West with the West line of said Dooley tract and the East right-of-way line of said County Road 255 a distance of 529.02 feet to the **POINT OF BEGINNING**, containing 0.365 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 01A.

.

"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 0.365 ACRES (APPROXIMATELY 15,888 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO TERRY MONT DOOLEY AND LAURA JEANETTE DOOLEY, A MARRIED COUPLE, IN A DEED DATED OCTOBER 18, 2021 AND RECORDED IN DOCUMENT NO. 2021159166 AND 2021175017 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N 59°02'13" E	36.47'
L2	S 21°13'30" E	99.89'
L3	S 68°29'00" W	17.38'
L4	N 21°43'10" W	529.02'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6,768.00'	435.49'	435.41'	S 19°22'54" E	3°41'12"

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."

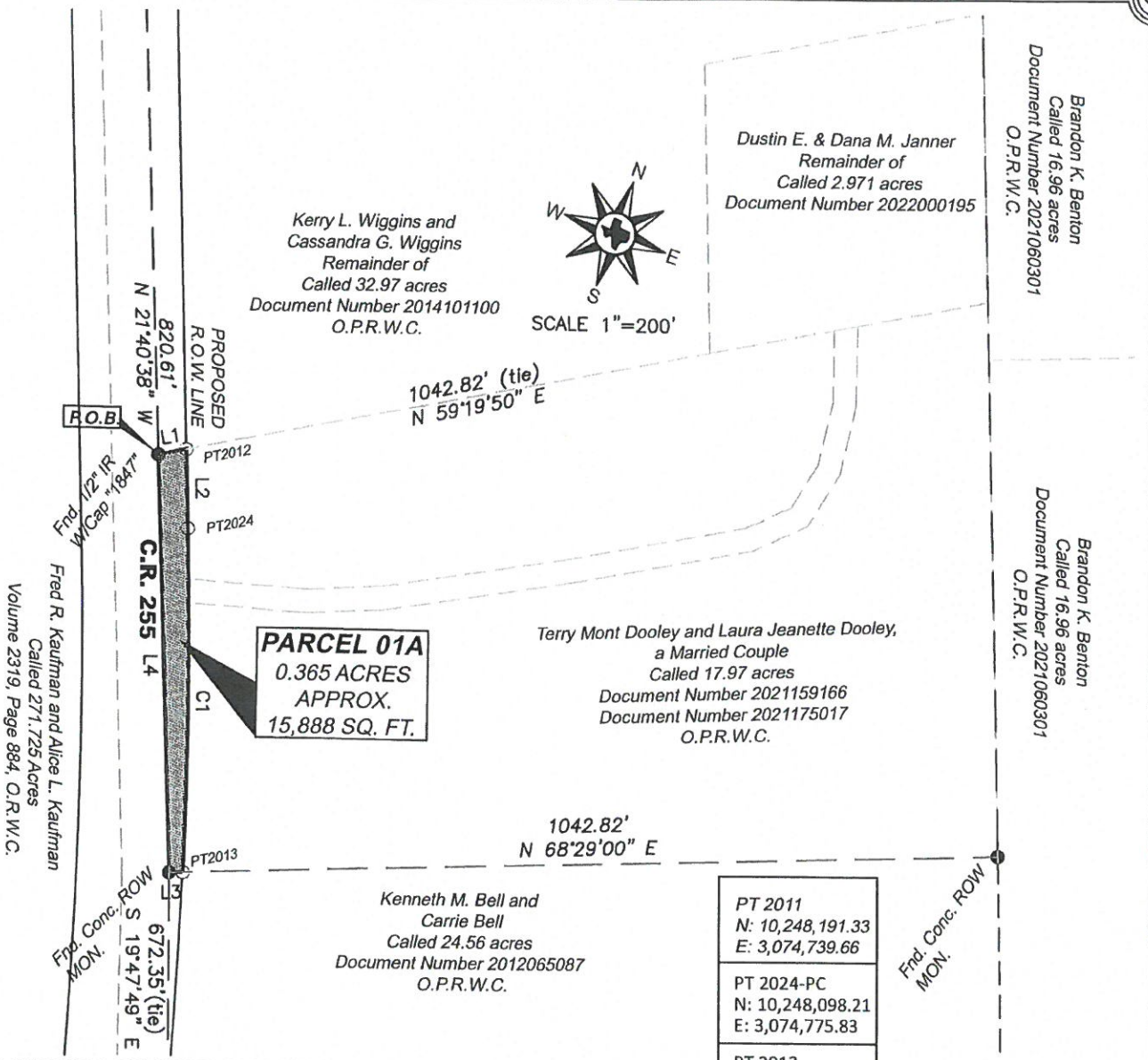
THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 01A
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



PT 2011 N: 10,248,191.33 E: 3,074,739.66	
PT 2024-PC N: 10,248,098.21 E: 3,074,775.83	
PT 2013 N: 10,247,687.48 E: 3,074,920.32	

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 GEO DETIC 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 59°02'13" E	36.47'
L2	S 21°13'30" E	99.89'
L3	S 68°29'00" W	17.38'
L4	N 21°43'10" W	529.02'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6,768.00'	435.49'	435.41'	S 19°22'54" E	3°41'12"

"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 01A
PAGE 4 OF 4

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Exhibit "B"

Parcel 1A

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 **TERRY MONT DOOLEY and LAURA JEANETTE DOOLEY** 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(s) or parcel(s) 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 0.365-acre (15,888 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1A**);

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 Grantee's roadway facilities and all related appurtenances.

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:

_____
Terry Mont Dooley

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Terry Mont Dooley in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Laura Jeanette Dooley

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Laura Jeanette Dooley 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 **76.**

Meeting Date: 03/21/2023

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 Steven P. Walker and Margaret R. Walker for 0.100 acres required as right of way for the CR 255 project (Parcel 7). Funding Source: LRTP- P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:03 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:12 PM
Final Approval Date: 03/16/2023		

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

REAL ESTATE CONTRACT
County Road 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **STEVEN P. WALKER AND MARGARET R. WALKER** (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 0.100 acre (4,360 square foot) tract of land out of and situated in the James Northcross Survey, Abstract No. 478 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 7);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" 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, compensation for any improvements on the Property, and for any damage or cost to cure for the reconfiguration of the remaining property of Seller shall be the sum of EIGHT THOUSAND SIX HUNDRED SEVENTY and 00/100 Dollars ($8,670.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

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 herein is being conveyed to Purchaser in lieu of and under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texan Title Insurance Company on or before March 15, 2023, or at such time, date, and place as Seller and Purchaser may agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to WILLIAMSON COUNTY, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for 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.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(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.

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

6.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

7.01. 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.

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

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.

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 15, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

DocuSign Envelope ID: B3C4B4D8-8BC9-4B2A-9255-B055CCD81708

SELLER:

DocuSigned by:
B9A37B4EE72643E...
Steven P. Walker

Date: 2/24/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravel, County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

SELLER:

DocuSigned by:
B3A37B4EE72643E...
Margaret R. Walker

Date: 3/2/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravel, County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.100 ACRE RIGHT-OF-WAY PARCEL NO. 07
STEPHEN P. WALKER & MARGARET R. WALKER
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.100 ACRES (APPROXIMATELY 4,360 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 37.50 ACRE TRACT OF LAND CONVEYED TO STEPHEN P. WALKER & MARGARET R. WALKER, IN A DEED DATED DECEMBER 11, 1997 AND RECORDED IN DOCUMENT NO. 199757288, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.100 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the East right-of-way line of County Road 255 (right-of-way width varies), for the Northwest corner of the herein described tract, the Northwest corner of said Walker tract, and the Southwest corner of that certain called 10.00 acre tract of land conveyed to Michael J. Tomjack in the deed filed of record in Volume 1669, Page 385, Official Public Records Williamson County, Texas, from which a ½ inch iron rod found in the East line of said County Road 255 and the West line of said Tomjack tract bears North 20°07'49" West a distance of 95.91 feet;

THENCE North 69°41'04" East with the North line of said Walker tract and the South line of said Tomjack tract a distance of 88.30 feet to the Northeast corner of the herein described tract from which a found ½ inch iron rod bears North 69°41'04" East a distance of 1217.63 feet;

THENCE in a southeasterly direction across said Walker tract with a curve to the left an arc distance of 50.19 feet, (having a radius of 4,612.0 feet, a chord bearing of South 18°45'49" East, a chord distance of 50.19 feet, a delta angle of 00°37'24") 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 Walker tract and in the north line of that certain called 33.70 acre tract of land as conveyed in the deed to Willis Daulton Halliburton and Cheryl S. Halliburton, recorded in Document Number 2020029024,

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

Official Public Records, Williamson County, Texas;

THENCE South 69°52'48" West with the South line of said Walker Tract and the North line of said Halliburton tract a distance of 86.09 feet to the Southwest corner of the herein described tract, the Southwest corner of said Walker tract and the Northwest corner of said Halliburton tract, a point in the East line of said County Road 255, from which a ½ inch iron rod found at the Southwest corner of said Halliburton tract bears South 20°45'12" East a distance of 50.00 feet;

THENCE North 22°17'32" West with the West line of said Walker tract and the East line of said County Road 255 a distance of 49.88 feet to the **POINT OF BEGINNING**, containing 0.100 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 07.

"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

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.100 ACRES (APPROXIMATELY 4,360 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 37.50 ACRE TRACT OF LAND AS CONVEYED IN THE DEED TO STEPHEN P. WALKER AND MARGARET R. WALKER, IN DOCUMENT NUMBER: 199757288 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	S 69°52'48" W	86.09'
L2	N 21°17'32" W	49.88'
L3	N 69°41'04" E	88.30'
L4	N 20°07'49" W	95.91'
L5	S 20°45'12" E	50.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4612.00'	50.19'	50.19'	S 18°45'49" E	0°37'24"

LEGEND

○	*1/2" IRON ROD WITH "WALKER 5283" CAP SET*
●	*1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)*
△	*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 GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

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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.

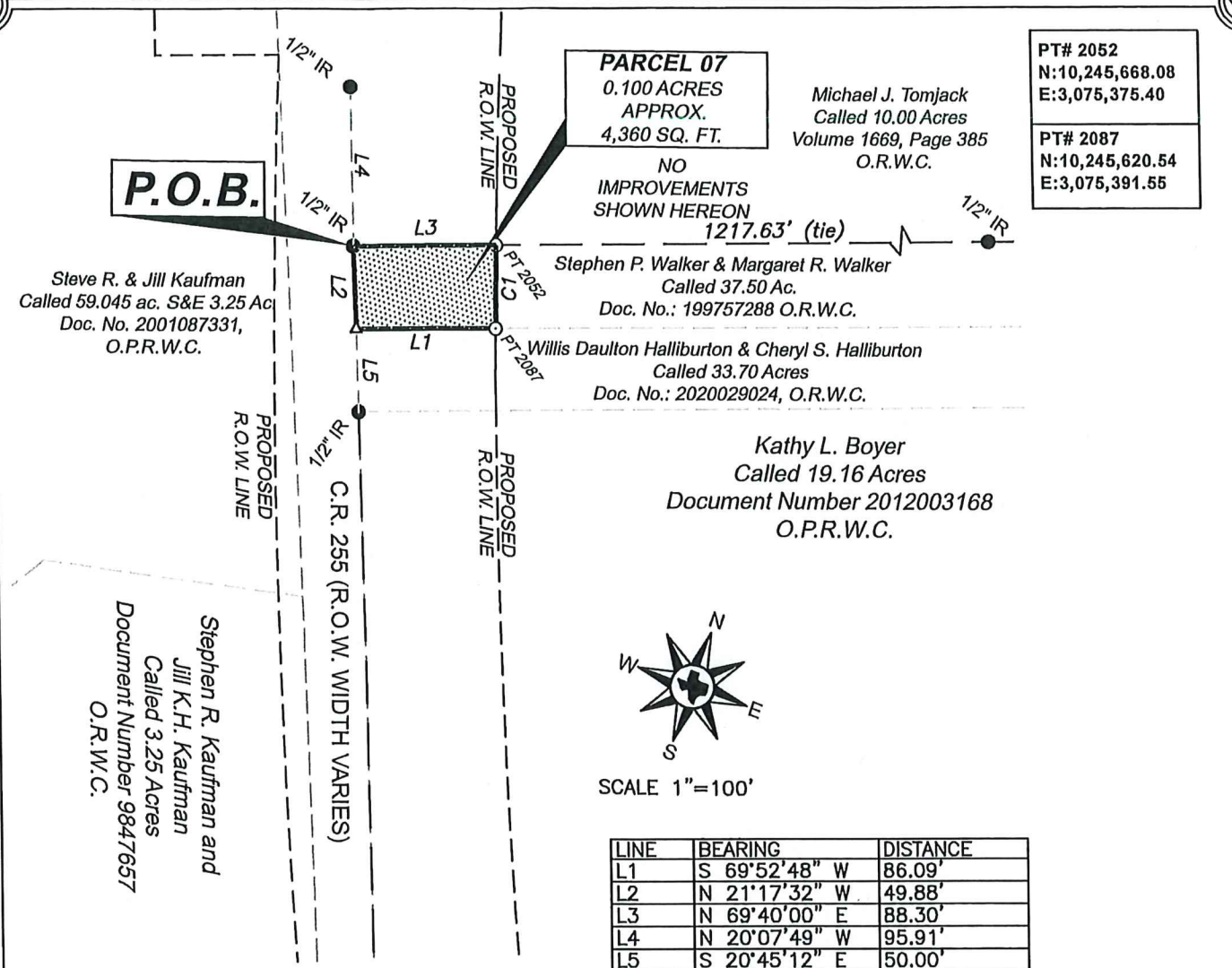
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022
DRAWING NO.: 0750504-02-PARCEL 07
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E



PT# 2052
N:10,245,668.08
E:3,075,375.40
PT# 2087
N:10,245,620.54
E:3,075,391.55

LINE	BEARING	DISTANCE
L1	S 69°52'48" W	86.09'
L2	N 21°17'32" W	49.88'
L3	N 69°40'00" E	88.30'
L4	N 20°07'49" W	95.91'
L5	S 20°45'12" E	50.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4,612.00'	50.21	50.21'	S 18°45'48" E	0°37'246"

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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 07
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

EXHIBIT "B"

Parcel 7

DEED
CR 255

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **STEVEN P. WALKER AND MARGARET R. WALKER**, 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 0.100 acres (approximately 4,360 sq. ft.) in the James Northcross survey, abstract no. 478, Williamson county, Texas, being a portion of that certain called 37.50 acre tract of land conveyed to Stephen P. Walker & Margaret R. Walker, in a deed dated December 11, 1997 and recorded in Document No. 199757288 of the Official Public Records of Williamson County, Texas; said 0.100 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 7**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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.

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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]

DocuSign Envelope ID: 1374AF4D-956C-467D-8789-31087507017E

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 **77.**

Meeting Date: 03/21/2023

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 Willis Daulton Halliburton for 0.098 acres required as right of way for the CR 255 project (Parcel 8). Funding Source: LRTP- P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:04 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:13 PM
Final Approval Date: 03/16/2023		

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **WILLIS DAULTON HALLIBURTON** (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 0.098 acre (4,278 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**);

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 AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of EIGHT THOUSAND FIVE HUNDRED SIXTY and 00/100 Dollars ($8,560.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

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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 April 30, 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").

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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 if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

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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.

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

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.

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

SELLER:

DocuSigned by:
Willis Halliburton
A75CC4EDBA0D4DC...
WILLIS DAULTON HALLIBURTON

Address: _____

_____

Date: 3/9/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.098 ACRE RIGHT-OF-WAY PARCEL NO. 08
WILLIS DAULTON HALLIBURTON & CHERYL S. HALLIBURTON
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.098 ACRES (APPROXIMATELY 4,278 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 33.70 ACRE TRACT OF LAND COVEYED TO WILLIS DAULTON HALLIBURTON & CHERYL S. HALLIBURTON, IN A DEED DATED MARCH 23, 2020 AND RECORDED IN DOCUMENT NO. 2020029024, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.098 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "Walker 5283" set in the East right-of-way line of County Road 255 (right-of-way width varies), for the Northwest corner of the herein described tract, the Northwest corner of said Halliburton tract, the Southwest corner of that certain tract of land as described in the deed to Stephen P. Walker and Margaret R. Walker filed of record in Document Number 199757288, Official Public Records, Williamson County, Texas, from which a ½ inch iron rod found at the Northwest corner of said Walker tract bears North 20°58'31" West a distance of 49.95 feet;

THENCE North 69°39'23" East with the North line of said Halliburton tract and the South line of said Walker tract a distance of 86.37 feet to the Northeast corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE in a southeasterly direction across said Halliburton tract with a curve to the left an arc distance of 49.99 feet, (having a radius of 4,612.0 feet, a chord bearing of South 19°22'57" East, a chord distance of 49.99 feet, a delta angle of 00°37'16") to the Southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Halliburton tract and in the north line of that certain called 19.16 acre tract of land as conveyed in

PRELIMINARY

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

the deed to Kathy L. Boyer, recorded in Document Number 2012003168, Official Public Records, Williamson County, Texas;

THENCE South 69°40'50" West with the South line of said Halliburton tract and the North line of said Boyer tract a distance of 84.98 feet to the Southwest corner of the herein described tract, the Southwest corner of said Halliburton tract and the Northwest corner of said Boyer tract, a ½ inch iron rod found in the East line of said County Road 255;

THENCE North 20°58'31" West with the West line of said Halliburton tract and the East line of said County Road 255 a distance of 49.95 feet to the **POINT OF BEGINNING**, containing 0.098 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 08.

"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."

I hereby certify that the heron map and description was performed under my direct supervision.

Charles G. Walker Date: February, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

PRELIMINARY

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.098 ACRES (APPROXIMATELY 4,278 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 33.70 ACRE TRACT OF LAND AS CONVEYED IN THE DEED TO WILLIS DAULTON HALLIBURTON AND CHERYL S. HALLIBURTON, IN A DEED DATED MARCH 23, 2020, FILED OF RECORD IN DOCUMENT NUMBER: 2020029024 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
△	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
( )	RECORD INFORMATION

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.

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 GEO DETIC 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)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

"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."

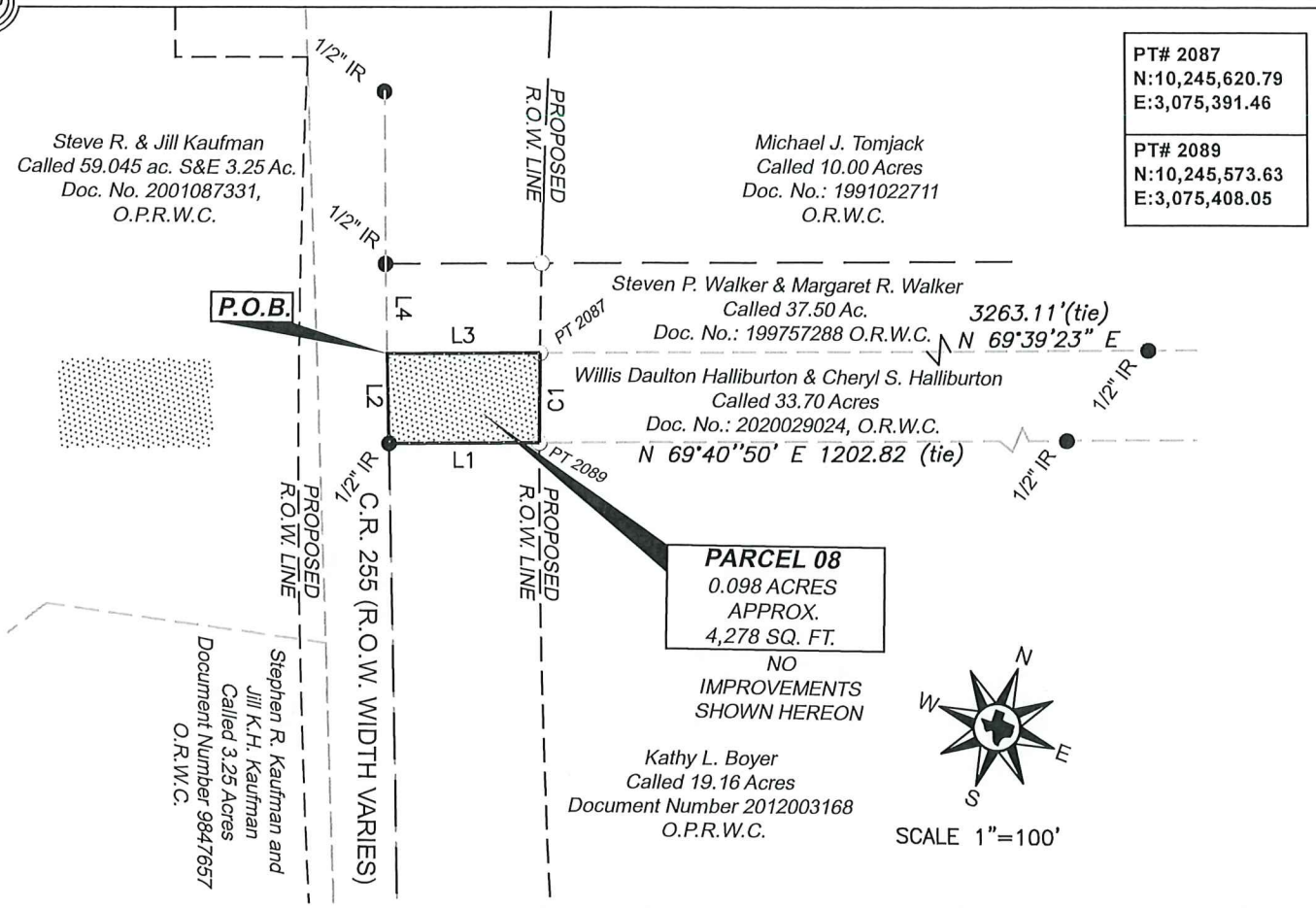
CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: FEBRUARY, 2023
DRAWING NO.: 0750504-02-PARCEL 08
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4612.00'	49.99'	49.99'	S 19°22'57" E	0°37'16"

LINE	BEARING	DISTANCE
L1	S 69°40'50" W	84.98'
L2	N 20°58'31" W	49.95'
L3	N 69°39'23" E	86.37'
L4	N 20°58'31" W	49.95'

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.

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CHARLES G. WALKER, TX. RPLS # 5283.
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: FEBRUARY, 2023
DRAWING NO.: 0750504-02-PARCEL 08
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

Parcel 8

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 **WILLIS DAULTON HALLIBURTON**, a single person, 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(s) or parcel(s) 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 0.098 acre (4,278 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**)

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.

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

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 Grantee's roadway facilities and all related appurtenances.

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]

DocuSign Envelope ID: 7EE8FD60-6107-454A-AFFC-AFF991755771

GRANTOR:

_____
WILLIS DAULTON HALLIBURTON

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Willis Daulton Halliburton 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 **78.**

Meeting Date: 03/21/2023

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 Yogesh Bansal and Pragati Bansal for 0.220 acres required as right of way for the CR 255 project (Parcel 24). Funding Source: LRTP- P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:05 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:15 PM
Final Approval Date: 03/16/2023		

DocuSign Envelope ID: 0DF38AAA-357B-42D1-B848-A55BF104FCCD

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **YOGESH BANSAL AND PRAGATI BANSAL** (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 0.220 acre (9,624 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 24**);

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 AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED THIRTY-FOUR and 00/100 Dollars ($37,534.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

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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 March 30, 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").

DocuSign Envelope ID: 0DF38AAA-357B-42D1-B848-A55BF104FCCD

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 if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

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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.

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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.

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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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

DocuSigned by:
Yogesh Bansal
E4A42E133C05435...
Yogesh Bansal

Address: _____

_____

Date: 3/9/2023

DocuSigned by:
Pragati Bansal
9B6E42A809EE43B...
Pragati Bansal

Address: _____

_____

Date: 3/9/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: 0DF38AAA-357B-42D1-B848-A55BF104FCCD

EXHIBIT "A"

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.220 ACRE RIGHT-OF-WAY PARCEL NO. 24
YOGESH & PROGATA BANSAL
LOT 3, BLOCK A, NORTH VISTA RANCH PHASE I, FINAL PLAT
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.220 ACRES (APPROXIMATELY 9,624 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, 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 YOGESH & PROGATA BANSAL IN A WARRANTY DEED DATED MARCH 01, 2021 AND RECORDED IN DOCUMENT NO. 2021027635 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.136 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 3 and the Southwest corner of the herein described tract of land, also being the northwest corner of said Lot 2, 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 2, bears South 20°38'10" East, a distance of 134.06 feet;

THENCE North 20°37'55" West With the west line of said Lot 3, the east right-of-way line of said County Road 255 a distance of 222.56 feet to the northwest corner of said Lot 3, the Southwest corner of Lot 4, a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the East right-of-way of said County Road 255 from which a 1/2" iron rod with "Matkin-Hoover-Surveying & Eng" cap found at the northwest corner of said Lot 4 bears North 20°39'51" West a distance of 242.61 feet;

THENCE South 81°44'00" East with the Northeasterly line of said Lot 3 and the Southwesterly line of Lot 4 a distance of 53.29 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"

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iron rod with "Matkin-Hoover-Surveying & Eng" cap found at the Northwest corner of said Lot 3 bears South 81°44'00" East a distance of 287.78 feet;

THENCE South 20°05'16" East across said Lot 3 a distance of 197.96 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 3 the North line of Lot 2 from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the southeast corner of said Lot 3 bears North 70°49'50" East a distance of 285.26 feet;

THENCE South 70°49'50" West with the South line of said Lot 3 and the North line of Lot 2 a distance of 44.79 feet to the **POINT OF BEGINNING**, containing 0.220 acres of land more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-PARCEL 26.

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

DocuSign Envelope ID: 0DF38AAA-357B-42D1-B848-A55BF104FCCD

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.220 ACRES (APPROXIMATELY 9,624 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, 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 YOGESH & PROGATA BANSAL IN A WARRANTY DEED DATED MARCH 01, 2021 AND RECORDED IN DOCUMENT NO. 2021027635 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 20°37'55" W	222.56'
L2	S 81°44'00" E	53.29'
L3	S 20°05'16" E	197.96'
L4	S 70°49'50" W	44.79'

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 GEO DETIC 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.

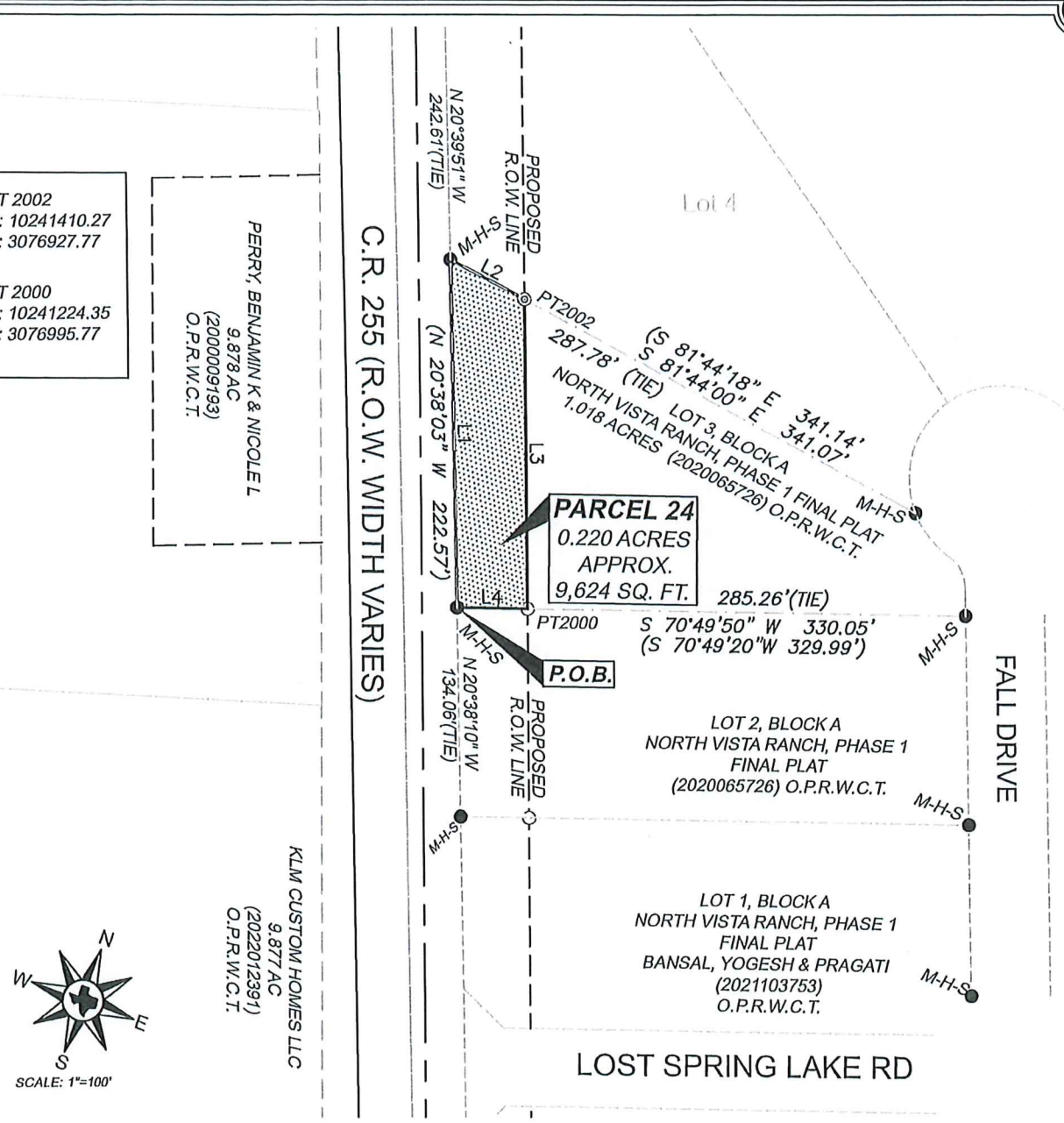
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER 2022
DRAWING NO.: 0750504-02-PARCEL 24
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

DocuSign Envelope ID: 0DF38AAA-357B-42D1-B848-A55BF104FCCD



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 20°37'55" W	222.56'
L2	S 81°44'00" E	53.29'
L3	S 20°05'16" E	197.96'
L4	S 70°49'50" W	44.79'

"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."

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

DRAWING NO.: 075054-02-PARCEL 24

DocuSign Envelope ID: 0DF38AAA-357B-42D1-B848-A55BF104FCCD

Exhibit "B"

Parcel 24

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 **YOGESH BANSAL AND PRAGATI BANSAL**, 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(s) or parcel(s) 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 0.220 acre (9,624 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 24**)

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.

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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 Grantee's roadway facilities and all related appurtenances.

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]

DocuSign Envelope ID: 0DF38AAA-357B-42D1-B848-A55BF104FCCD

GRANTOR:

_____
Yogesh Bansal

_____
Pragati Bansal

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Yogesh Bansal in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Pragati Bansal 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

DocuSign Envelope ID: 0DF38AAA-357B-42D1-B848-A55BF104FCCD

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session **79.**

Meeting Date: 03/21/2023

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 Krishna Kumari Vedala and Ranganath Vedala for 0.126 acres required as right of way for the CR 255 project (Parcel 27). Funding Source: LRTP- P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:05 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:17 PM
Final Approval Date: 03/16/2023		

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58

REAL ESTATE CONTRACT
County Road 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KRISHNA KUMARI VEDALA AND RANGANATH VEDALA** (referred to in this Contract as "Seller", whether one or more) and the **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 0.126-acre (5,482 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 2 Block A, North Vista Ranch Phase 1, Final Plat, recorded in document 20200657265; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 27);**

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 in Exhibit "A" 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, compensation for any improvements on the Property, and for any damage or cost to cure for the reconfiguration of the remaining property of Seller shall be the sum of TWENTY-FOUR THOUSAND EIGHT HUNDRED NINETY and 00/100 Dollars ($24,890.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

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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 herein is being conveyed to Purchaser in lieu of and under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Insurance Company on or before March 15, 2023, or at such time, date, and place as Seller and Purchaser may agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to WILLIAMSON COUNTY, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for 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.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(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.

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Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

6.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

7.01. 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

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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

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58

SELLER:

DocuSigned by:
_____
-7232781349334E4...
Krishna Kumari Vedala

Date: 3/7/2023

DocuSigned by:
_____
72327813493334E4...
Ranganath Vedala

Date: 3/2/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravel, County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58

Exhibit "A"

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

0.126 ACRE RIGHT-OF-WAY PARCEL NO. 27
KRISHNA KUMARI & RANGANATH VEDALA
LOT 1, BLOCK A, NORTH VISTA RANCH PHASE I, FINAL PLAT
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.126 ACRES (APPROXIMATELY 5,482 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, NORTH VISTA RANCH, PHASE 1, FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 20200657265 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO KRISHNA KUMARI & RANGANATH VEDALA, IN A GENERAL WARRANTY DEED DATED JULY 12, 2021, AND RECORDED IN DOCUMENT NO. 2021103753 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.126 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 2 and the northwest corner of the herein described tract of land, also being the northwest corner of said Lot 1, 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 northwest corner of Lot 2, bears North 20°38'10" West, a distance of 134.06 feet;

THENCE North 70°49'39" East, with the north line of said Lot 1 and the South line of Lot 2 a distance of 43.50 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 1 bears North 70°49'39" East a distance of 286.49 feet;

THENCE South 20°05'16" East a across said Lot 1 a distance of 135.17 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 1 the North line LOST SPRING LAKE ROAD (50'R-O-W) from which a ½ inch iron rod with cap marked

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"Matkin-Hoover-Surveying & Eng." Found at the southeast corner of said Lot 1 bears North 70°48'23" East a distance of 262.01 feet;

THENCE South 70°48'23" West with the South line of said Lot 1 and the North line of said Lost Spring Lake Road, a distance of 17.26 feet to the most easterly southwest corner of the herein described tract and the most easterly southwest corner of said Lot 1, a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the North right-of-way line of said Lost Spring Lake Road

THENCE North 64°54'22" West with the cutback corner of said Lot 1 a distance of 35.74 feet to the most westerly Southwest corner of the herein described tract, the most westerly Southwest corner of said Lot 1, a point in a brick fence corner post found in the East right of way line of said County Road 255, from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the southwest corner of Lot 10, Block B bears South 20°37'54" East a distance of 216.91 feet;

THENCE North 20°37'54" West with the West line of said Lot 1 and the East right of way line of said County Road 255 a distance of 110.26 feet to the **POINT OF BEGINNING**, containing 0.126 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 27.

"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

Charles G. Walker
Registered Professional Land Surveyor
Number 5283

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.126 ACRES (APPROXIMATELY 5,482 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, 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 KRISHNA KUMARI & RANGANATH VEDALA, IN A GENERAL WARRANTY DEED DATED JULY 12, 2021 AND RECORDED IN DOCUMENT NO. 2021103753 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N 70°49'39" E	43.50'
L2	S 20°05'16" E	135.17'
L3	S 70°48'23" W	17.26'
L4	N 64°54'22" W	35.74'
L5	N 20°37'54" W	110.26'

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"
□ FCP	BRICK FENCE CORNER POST
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.

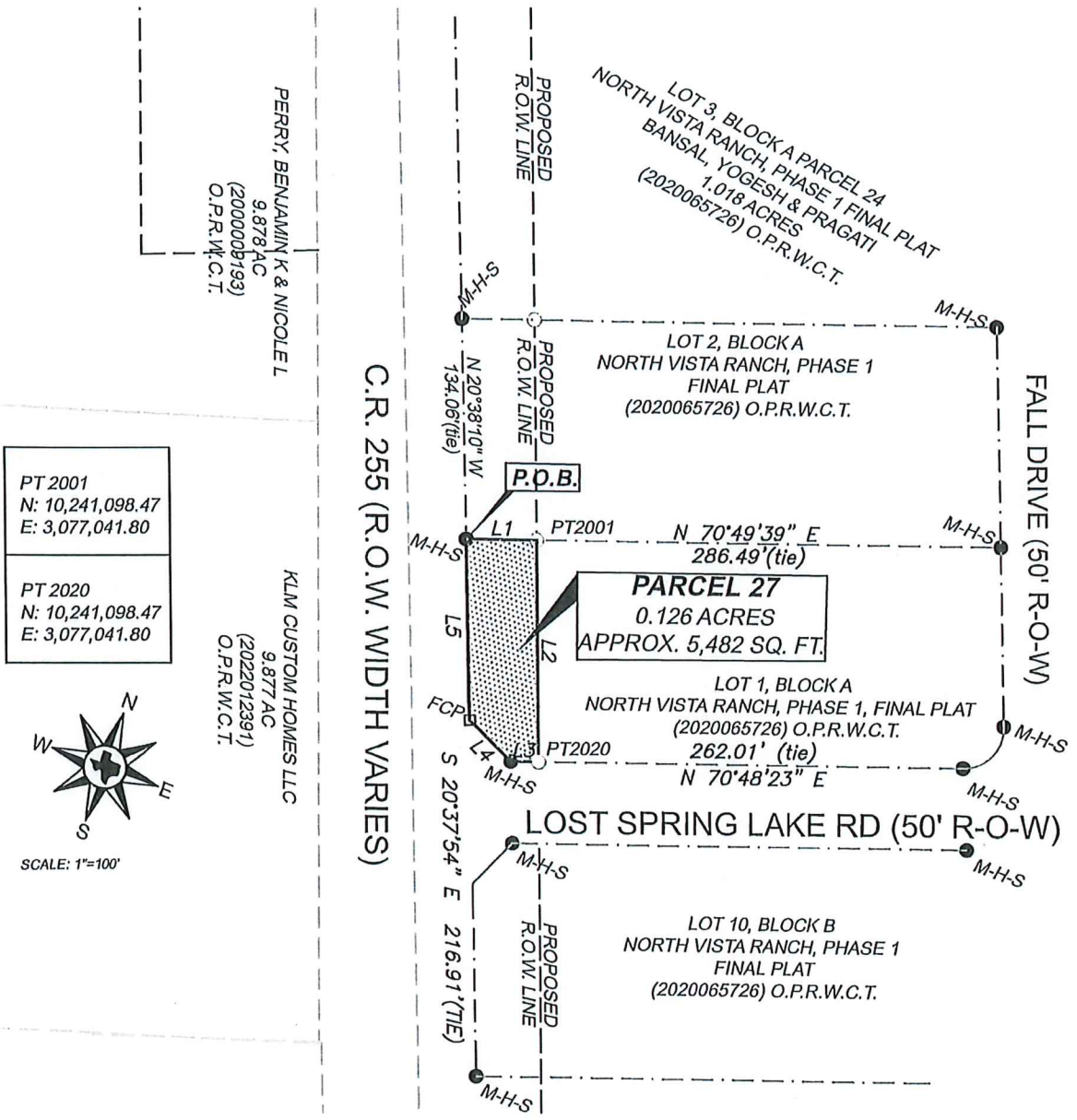
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022
DRAWING NO.: 0750504-02-PARCEL 27
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58



LINE	BEARING	DISTANCE
L1	N 70°49'39" E	43.50'
L2	S 20°05'16" E	135.17'
L3	S 70°48'23" W	17.26'
L4	N 64°54'22" W	35.74'
L5	N 20°37'54" W	110.26'

"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."

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

DRAWING NO.: 075054-02--PARCEL 27
PAGE 4 OF 4

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58

Exhibit "B"

Parcel 27

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 **KRISHNA KUMARI VEDALA AND RANGANATH VEDALA**, 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 0.126-acre (5,482 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 2 Block A, North Vista Ranch Phase 1, Final Plat, recorded in document 20200657265; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27);**

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.

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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]

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58

GRANTOR:

_____

Krishna Kumari Vedala

GRANTOR:

_____

Ranganath Vedala

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2023 by Krishna Kumari Vedala in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2023 by Ranganath Vedala in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

DocuSign Envelope ID: EF7C1508-3E38-4EEC-8460-E7412CD16F58

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 **80.**

Meeting Date: 03/21/2023

Sam Bass Road- Temporary Construction Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Temporary Construction Easement with Maria DiGiulio and Craig DiGiulio required for the construction of the Sam Bass Rd/Corridor H project (Parcel 31TCE). Funding Source; Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:06 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:19 PM
Final Approval Date: 03/16/2023		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY CONSTRUCTION ACCESS EASEMENT

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

That **MARIA DIGIULIO and CRAIG DIGIULIO** and their successors and assigns (hereinafter referred to as "Grantor"), for and in consideration of the sum of ONE THOUSAND and NO/100 DOLLARS ($1,000.00) and other good and valuable consideration paid by **WILLIAMSON COUNTY, TEXAS,** a political subdivision of the State of Texas, and its successors and assigns (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a Temporary Construction Access Easement for the purpose of access to and from and construction and installation of proposed right-of-way facilities and other necessary structures and related appurtenance construction and modification of surface grade and slope to match adjacent the adjacent remaining property and facilitate adequate and proper lateral support and drainage to and across the proposed Sam Bass roadway improvements and across portions of the remaining property of Grantor ("Project"), all to be located within adjacent easements or right of way owned or possessed by Grantee, in, along, upon and across the property ("Property") located in the County of Williamson, State of Texas, more fully described in Exhibit "A," attached hereto and incorporated herein for all purposes.

Following completion of work within the Temporary Construction Access Easement area described in Exhibit "A," if Grantee has removed or damaged improvements, herbage, or planted landscaping within said easement area or otherwise on Grantor's property, Grantee shall at its expense restore properties injured by Grantee's activities as closely as commercially possible to substantially the same condition as existed previous to Grantee's entry upon the particular property, taking into account the proposed modifications described herein.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of workspace, storage, ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

This Temporary Construction Access Easement shall be in full force and effect at all times during the accomplishment and completion of the construction Project activities described above. Said Temporary Construction Access Easement shall terminate and all use rights within land area shall revert to the Grantor and assigns, and all interest conveyed herein shall cease: (a) on the date of completion of construction of the Project activities described above; or (b) December 31, 2025, whichever occurs first.

[Signature and Acknowledgement on the following page.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 10th day of March, 2023.

GRANTOR:

CRAIG DIGIULIO

By: _____
Craig Digiulio

ACKNOWLEDGMENT

THE STATE OF Texas §

§

COUNTY OF Williamson §

This instrument was acknowledged before me on this the 10th day of the month of March, 2023, by Craig Digiulio, Craig Digiulio, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said person and in the capacity and for the purposes and consideration therein expressed.

MEGHAN DRONE
Notary ID #132387852
My Commission Expires
February 27, 2024

_____
Signature

Meghan Drone
Printed Name

Notary Public, State of Texas

GRANTOR:

MARIA DIGIULIO

By: Maria L Digiulio
Maria Digiulio

ACKNOWLEDGMENT

THE STATE OF Texas §

§

COUNTY OF Williamson §

This instrument was acknowledged before me on this the 10th day of the month of March, 2023, by Maria Digiulio, Maria Digiulio, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said person and in the capacity and for the purposes and consideration therein expressed.

NOTARY PUBLIC STATE OF TEXAS
MEGHAN DRONE
Notary ID #132387852
My Commission Expires
February 27, 2024

Signature

Meghan Drone
Printed Name

Notary Public, State of Texas

GRANTEE:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: Bill Gravell

Title: County Judge

ACKNOWLEDGMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of the month of_____, 2023, by _____ (Name), _____ (Title), of Williamson County, Texas, a political subdivision, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

_____
Signature

_____
Printed Name

Notary Public, State of _____

EXHIBIT "A"

County: Williamson
Parcel No.: TCE-31
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

February 17, 2022

PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 31

DESCRIPTION OF A 0.028 ACRE (1,199 SQ. FT.) EASEMENT LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CALLED 4.54 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MARIA DIGIULIO AND CRAIG DIGIULIO, WIFE AND HUSBAND, RECORDED NOVEMBER 12, 2013 IN DOCUMENT NO. 2013108510, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.028 ACRE (1,199 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 404.49 feet left of Country Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 312+97.00 on the east line of said 4.54 acre tract, for the northwest corner of a called 1.89 acre tract of land, described in a deed to 4400 Sam Bass Road, LLC, recorded in Document No. 2021171552, O.P.R.W.C.TX., same being the southwest corner of a called 2.95 acre tract of land, described in a deed to Timothy Salomani and Nicole Salomani, recorded in Document No. 2017036850, O.P.R.W.C.TX.;

THENCE S 06°07'35" E, with the common line of said 1.89 acre tract and said 4.54 acre tract, a distance of 381.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.54 feet left of Sam Bass Road E.C.S 315+11.62 on the proposed north right-of-way line of Sam Bass Road;

THENCE N 68°22'32" W, departing the common line of said 1.89 acre tract and said 4.54 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 4.54 acre tract, a distance of 33.82 feet to a calculated point (Surface Coordinates: N=10,169,815.08, E=3,111,349.12) 77.00 feet left of Sam Bass Road E.C.S 314+76.44, for the east corner and **POINT OF BEGINNING** of the easement described herein;

THENCE, continuing with the proposed north right-of-way line of said Sam Bass Road, over and across said 4.54 acre tract, the following three (3) courses and distances numbered 1-3:

1) N 68°22'32" W, a distance of 99.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 313+73.51, said point being the beginning of a curve to the right,

2) With said curve to the right, an arc distance of 29.88 feet, through a delta 00°53'17", having a radius of 1,928.00 feet, and a chord that bears N 63°34'10" W, a distance of 29.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 313+42.51, and

3) N 63°07'32" W, a distance of 67.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 312+75.05 on the existing north right-of-way line of Sam Bass Road, variable width right-of-way, no record information found;

4) **THENCE** N 61°55'50" W, departing the proposed north right-of-way line of said Sam Bass Road, with the existing north right-of-way line of said Sam Bass Road, a distance of 145.16 feet to a calculated point 75.03 feet left of Sam Bass Road E.C.S. 311+29.92, for the southeast corner of a called 1.03 acre tract of land, described in a deed to Maria Digiulio and Craig Digiulio, wife and husband, recorded in Document No. 2013107091, O.P.R.W.C.TX., same being the most southerly southwest corner of said 4.54 acre tract and the southwest corner of the easement

described herein;

5) **THENCE** N 14°47'43" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 1.03 acre tract and said 4.54 acre tract, a distance of 2.02 feet to a calculated point 77.00 feet left of Sam Bass Road E.C.S. 311+29.50, for the northwest corner of the easement described herein;

THENCE, departing the common line of said 1.03 acre tract and said 4.54 acre tract, over and across said 4.54 acre tract, the following two (2) courses and distances numbered 6-7:

6) S 63°07'32" E, a distance of 213.01 feet to a calculated point 77.00 feet left of Sam Bass Road E.C.S. 313+42.51, said point being the beginning of a curve to the left, and

7) With said curve to the left, an arc distance of 128.77 feet, through a delta 03°50'12", having a radius of 1,923.00 feet, and a chord that bears S 65°02'38" E, a distance of 128.75 feet to the **POINT OF BEGINNING**, and containing 0.028 acres (1,199 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the NAD 83/2011/NAVD 88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. All coordinates are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
02/17/2022 8:26:20 AM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

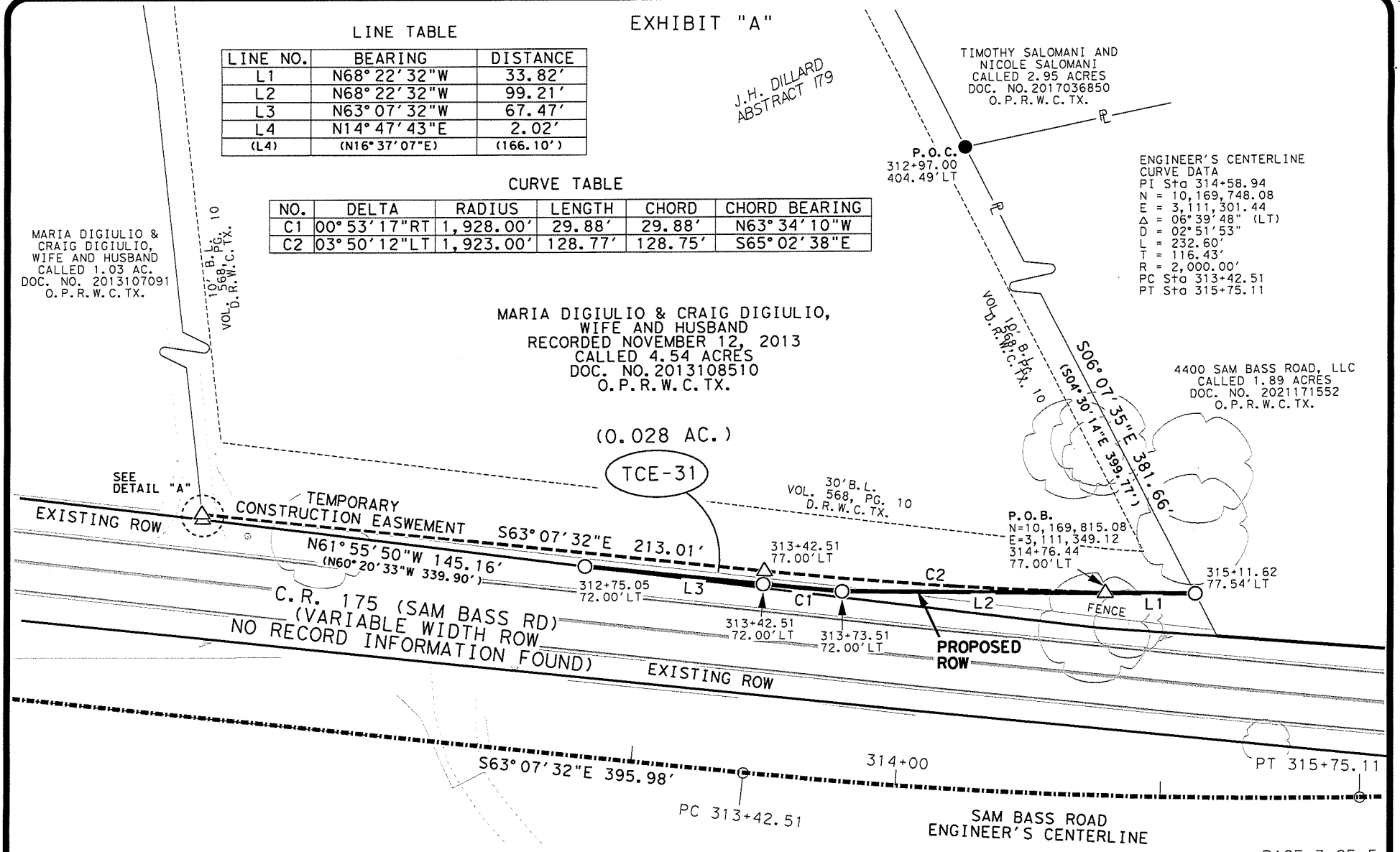
EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N68°22'32"W	33.82'
L2	N68°22'32"W	99.21'
L3	N63°07'32"W	67.47'
L4	N14°47'43"E	2.02'
(L4)	(N16°37'07"E)	(166.10')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°53'17"RT	1,928.00'	29.88'	29.88'	N63°34'10"W
C2	03°50'12"LT	1,923.00'	128.77'	128.75'	S65°02'38"E



REF. FIELD NOTE NO. 49211

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\31\PLAT\00\TCE-31_1.dgn

EXISTING	4.54 AC.	ACQUIRE	0.000 AC.	REMAINING	4.54 AC. LEFT

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION EASEMENT
SHOWING PROPERTY OF
MARIA DIGIULIO & CRAIG DIGIULIO,
WIFE AND HUSBAND
TCE-31
0.028 AC. (1,199 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-154567, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 4, 2021, AND ISSUED DATE OCTOBER 13, 2021.

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW (WE MUST EITHER INSERT SPECIFIC RECORDING DATA OR DELETE THIS EXCEPTION):

VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; ANY COVENANTS, CONDITIONS OR RESTRICTIONS INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN ARE HEREBY DELETED TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42UCS 3604 (C).

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN ON PLAT)

2. PIPE LINES EASEMENT GRANTED TO LONE STAR GAS COMPANY, AS DESCRIBED IN VOLUME 427, PAGE 229, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

SAID EASEMENT FURTHER AFFECTED BY PARTIAL RELEASE RECORDED IN VOLUME 655, PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

3. COMMUNICATION EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 671, PAGE 907, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

4. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT OF RECORD IN DOCUMENT NO. 2000057459, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

5. ELECTRIC AND TELECOMMUNICATION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN DOCUMENT NO. 2017076399, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

6. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

7. ANY VISIBLE AND APPARENT ROADWAY OR EASEMENT OVER, UNDER OR ACROSS THE PROPERTY, THE EXISTENCE OF WHICH DOES NOT APPEAR OF RECORD. THIS EXCEPTION WILL BE LIMITED TO THOSE MATTERS SHOWN ON AN ACCEPTABLE SURVEY UPON THE COMPANY BEING FURNISHED WITH SUCH SURVEY.

8. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

9. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

10. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

11. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

12. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

REF. FIELD NOTE NO. 49211
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\31\PLAT\00\TCE-31_1.dgn

EXISTING	4.54 AC.	ACQUIRE	0.000 AC.	REMAINING	4.54 AC. LEFT

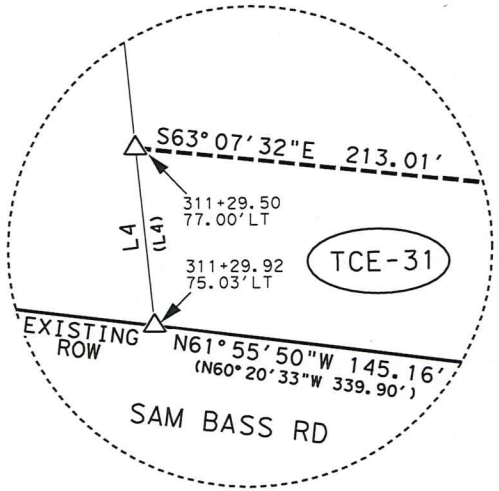
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION EASEMENT
SHOWING PROPERTY OF
MARIA DIGIULIO & CRAIG DIGIULIO, WIFE AND HUSBAND
TCE-31
0.028 AC. (1,199 SQ. FT.)

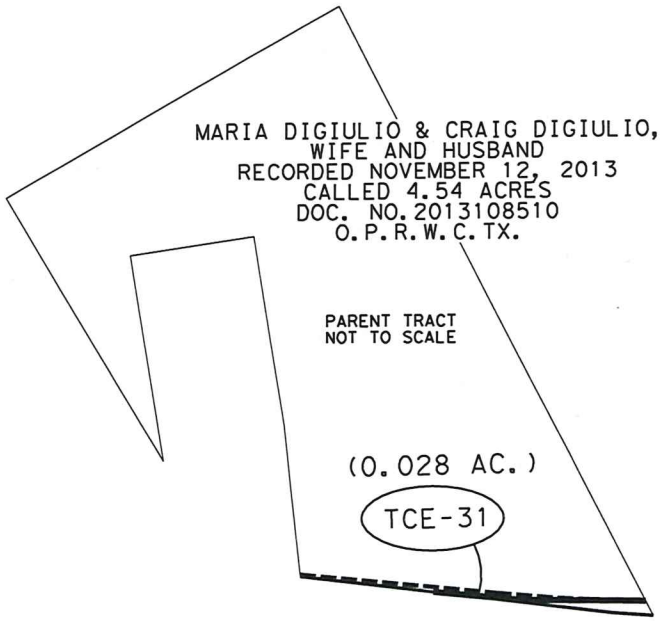
EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)



DETAIL "A"
NOT TO SCALE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-154567, EFFECTIVE DATE OCTOBER 4, 2021, AND ISSUED DATE OCTOBER 13, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

02/17/2022 8:13:32 AM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 49211

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\31\PLAT\00\TCE-31_1.dgn

EXISTING	4.54 AC.	ACQUIRE	0.000 AC.	REMAINING	4.54 AC. LEFT

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SHOWING PROPERTY OF
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WIFE AND HUSBAND
TCE-31
0.028 AC. (1,199 SQ. FT.)

Commissioners Court - Regular Session **81.**

Meeting Date: 03/21/2023

First Amendment to Drainage Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a First Amendment to Drainage Easement between 212 Gunner, LTD. A Texas limited partnership, 212 Henrietta, LLC. A Texas limited liability company and Williamson County amending a drainage easement across property acquired for the future SH 29 right of way in 2006.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:13 PM
Form Started By: Charlie Crossfield		Started On: 03/16/2023 09:59 AM
Final Approval Date: 03/16/2023		

Cross-reference: Doc. No. 2006061683, Williamson County, Texas OPR

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

First Amendment to Drainage Easement

This First Amendment to Drainage Easement ("Amendment") is entered into to be effective as of _____, 2023 ("Amendment Effective Date"), by and between 212 Gunner, LTD., a Texas limited partnership (sometimes referred to herein as "Gunner" and sometimes as "Grantor"); Henrietta 212, LLC, a Texas limited liability company (referred to herein as "Henrietta"); and Williamson County, Texas (referred to herein as the "County"). Gunner, Henrietta, and the County are sometimes referred to herein as the "Parties."

Recitals

A. That certain Drainage Easement dated July 20, 2006, recorded under Document No. 2006061683 of the Official Public Records of Williamson County, Texas (the "Drainage Easement") was entered into by and between Seward Junction 212 Land, LP, a Texas limited partnership ("Wolf"), and HEB Grocery Company, LP, a Texas limited partnership ("HEB"). As of the effective date of the Drainage Easement, Wolf was the party identified as the "Grantor," and Wolf owned the property referred to in the Drainage Easement as "Grantor's Property." As of the effective date of the Drainage Easement, HEB was the party identified as the "Grantee," and HEB owned the property referred to in the Drainage Easement as "Grantee's Property." Except as otherwise defined herein, capitalized terms used in this Amendment shall have the same meanings given to such terms in the Drainage Easement.

B. As of the Amendment Effective Date, Gunner owns the 73.5850 acres of land, more or less, out of the JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, in Williamson County, Texas, being an 82.28 acre tract described as Tract 12 conveyed to 183 BLW, LP by Warranty Deed recorded in Document No. 2010029253, Official Public Records, Williamson County, Texas, Save and Except a 3.174 acre tract dedicated to Williamson County for State Highway 29 R.O.W. in Document No. 2013002949 and a 5.509 acre tract dedicated to Williamson County for County Road 259 R.O.W. in Document No. 2013002950, both Official Public Records, Williamson County, Texas, said 73.5850-acre tract being more particularly described in the Special Warranty Deed dated January 23, 2020, from 183 BLW, LP, a Texas limited partnership, as to a 79.7819% undivided interest, and John C. Lewis as to a 20.2181% undivided interest, to Gunner and recorded in Document No. 2020007536 of the Official Public Records of Williamson County, Texas, SAVE AND EXCEPT a 0.1287 acre (5,608 square feet) tract of land in the John

B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being a portion of the remainder of that certain called 82.28 acre tract of land, designated as Tract 12, and described in that certain Deed dated February 19, 2018, from 183 BLW, LP, a Texas limited partnership, to Williamson County, Texas, recorded in Document No. 2018015411 of the Official Public Records of Williamson County, Texas (the "Gunner Property").

C. Gunner is the successor-in-interest to Wolf, the "Grantor" in the Drainage Easement. The Gunner Property constitutes the remainder of the Grantor's Property described in the Drainage Easement.

D. Henrietta owns the 33.9575 acres, more or less, out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas, being all of the 39.28 acres conveyed to HEB Grocery Company, LP, by Warranty Deed recorded in Doc. No. 2006061679, Official Public Records, Williamson County, Texas, SAVE AND EXCEPT 5.290 acres conveyed to Williamson County, Texas for additional ROW purposes in Doc. No. 2014081279, Official Public Records, Williamson County, Texas; said 33.9575-acre tract being more particularly described in the deed from Seward Junction 212 Land, LP, a Texas limited partnership, to Henrietta dated January 15, 2019, and recorded in Doc. No. 2019003562, Official Public Records, Williamson County, Texas (the "Henrietta Property").

E. County owns the 5.290 acres conveyed to Williamson County, Texas, for additional ROW purposes in Doc. No. 2014081279, Official Public Records, Williamson County, Texas (the "County Property").

F. Henrietta and County are the successors-in-interest to HEB, the "Grantee" in the Drainage Easement. The Henrietta Property and the County Property, together, constitute the Grantee's Property descried in the Drainage Easement. Of the Henrietta Property and the County Property, only the Henrietta Property is contiguous with the Easement Property described in the Drainage Easement.

G. The Drainage Easement encumbers a portion of the Gunner Property for the benefit of the Grantee's Property.

H. The Parties desire to amend the location of the Easement Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exhibit C of the Drainage Easement is hereby deleted in its entirety and replaced by the new Exhibit C attached to this Amendment. After the Amendment Effective Date, the defined term "Easement Property," as it is used in the Drainage Easement, shall mean only the real property described on the new Exhibit C attached to this Amendment.

2. The second sentence of Section 2 of the Drainage Easement is hereby deleted in its entirety.

3. Section 5 of the Drainage Easement is hereby deleted in its entirety.

4. Section 6 of the Drainage Easement is hereby amended to read as follows:

> 6. Relocation of Easement Property. Once the Drainage Facilities have been constructed and installed, neither Grantor nor Grantee shall alter or cause to be altered the layout or physical condition of the Easement Property (other than in connection with the routine maintenance, repair, or replacement thereof) without the prior written consent of the other party, which consent shall not be unreasonably withheld. If either Grantor or Grantee, or their successors or assigns, desires to relocate the Easement Property at any time, the new location of the Easement Property must be within the 200-foot-wide temporary Easement Property defined in the original version of Exhibit C to the Agreement (prior to the recordation of the First Amendment to Drainage Easement), and shall require the written agreement of all parties or their successor or assigns. Such relocation, if any, shall be at the sole cost and expense of the party requesting such relocation.

5. The Parties agree that the duration of the Easement shall be perpetual. All references in the Drainage Easement to the Easement being "temporary" in nature are hereby deleted.

6. In consideration of the County executing this Amendment, the Parties acknowledge that, except as stated herein, the terms and conditions of the Drainage Easement shall remain in full force and effect. Gunner and Henrietta and their respective assigns agree to hold the County, its elected officers, employees, attorneys, and agents harmless and relieve them from any responsibility or liability for any legal action or damage, cost, or expense (including attorneys' fees) resulting from the County executing this Amendment.

7. All of the rights, covenants, obligations, and privileges assigned to Grantor in the Drainage Easement are now held by Gunner and its successors and assigns. Gunner's address for notices is:

212 Gunner, Ltd.
Attn: General Partner
10800 Pecan Park, Suite 125
Austin, Texas 78750

8. All of the rights, covenants, obligations, and privileges assigned to Grantee in the Drainage Easement are now held by Henrietta and the County and their respective successors and assigns. Henrietta's address for notices is:

Henrietta 212, LLC
Attn: Manager
10800 Pecan Park, Suite 125
Austin, Texas 78750

The County's address for notices is:

Williamson County, Texas
710 Main Street
Georgetown, Texas 78626

9. This Amendment has been executed and delivered by the Parties for the purpose of recording and giving notice of the rights granted in the Drainage Easement, as amended.

10. The Parties hereby ratify and confirm the Drainage Easement as amended by this Amendment.

11. The Drainage Easement, as amended by this Amendment, shall run with the Gunner Property and shall inure to the benefit of the Henrietta Property and the County Property and shall be binding upon the successors and assigns of each of the Parties hereto and all future owners of the Gunner Property, the Henrietta Property, and the County Property.

12. This Amendment shall be recorded in the Official Public Records of Williamson County, Texas, by the Parties.

[remainder of this page blank—signature pages follow]

GUNNER:

212 GUNNER, LTD., a Texas limited partnership

By: Pohl Brown & Associates, Inc., a Texas corporation, its General Partner

By: _____
William B. Pohl, President

STATE OF TEXAS §
§
COUNTY OF Travis §

The foregoing instrument was acknowledged before me on this 15th day of March, 2023, by William B. Pohl, President of Pohl Brown & Associates, Inc., a Texas corporation, the general partner of 212 GUNNER, LTD., a Texas limited partnership, on behalf of 212 GUNNER, LTD., a Texas limited partnership.

(SEAL)

MIRA LINN BOYDA
Notary Public, State of Texas
Comm. Expires 04-29-2025
Notary ID 133070996

_____
Notary Public, State of Texas
My commission expires: 4-29-2025
Commission No.: 133070996

HENRIETTA:

HENRIETTA 212, LLC, a Texas limited liability company

By:_____
William B. Pohl, Manager

By:_____
Wayne Wolf, Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by William B. Pohl, Manager of HENRIETTA 212, LLC, a Texas limited liability company, on behalf of HENRIETTA 212, LLC, a Texas limited liability company.

(SEAL)

_____
Notary Public, State of Texas
My commission expires: _____
Commission No.: _____

STATE OF TEXAS §
§
COUNTY OF Hays §

The foregoing instrument was acknowledged before me on this 15th day of March, 2023, by Wayne Wolf, Manager of HENRIETTA 212, LLC, a Texas limited liability company, on behalf of HENRIETTA 212, LLC, a Texas limited liability company.

(SEAL)

Kyle Nieto
_____
Notary Public, State of Texas
My commission expires: 11-03-2026
Commission No.: 13404958-1

KYLE NIETO
Notary Public, State of Texas
My Comm. Exp. 11-03-2026
ID No. 13404958-1

HENRIETTA:

HENRIETTA 212, LLC, a Texas limited liability company

By:_____
William B. Pohl, Manager

By:_____
Wayne Wolf, Manager

STATE OF TEXAS §
§
COUNTY OF Travis §

The foregoing instrument was acknowledged before me on this 15th day of March, 2023, by William B. Pohl, Manager of HENRIETTA 212, LLC, a Texas limited liability company, on behalf of HENRIETTA 212, LLC, a Texas limited liability company.

(SEAL) MIRA LINN BOYDA
Notary Public, State of Texas
Comm. Expires 04-29-2025
Notary ID 133070996

_____
Notary Public, State of Texas
My commission expires: 4-29-2025
Commission No.: 133070996

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by Wayne Wolf, Manager of HENRIETTA 212, LLC, a Texas limited liability company, on behalf of HENRIETTA 212, LLC, a Texas limited liability company.

(SEAL)

_____
Notary Public, State of Texas
My commission expires: _____
Commission No.: _____

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Print Name: _____

Print Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by _____, the _____ of Williamson County, Texas, on behalf of Williamson County, Texas.

(SEAL)

_____
Notary Public, State of Texas
My commission expires: _____
Commission No.: _____

New Exhibit C

Description of the Easement Property

See the three (3) pages attached hereto.

Manhard
CONSULTING

0.366 ACRE
JOHN B. ROBINSON SURVEY, ABS. NO. 521
WILLIAMSON COUNTY, TX

FILE NO. 2022.178
PROJECT: 014009(EX1)
DATE: 02/07/2023

DESCRIPTION

0.366 ACRE OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 73.5850 ACRE TRACT CONVEYED TO 212 GUNNER LTD., BY DEED OF RECORD IN DOCUMENT NO. 2020007536, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.366 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, for reference, at a 1/2-inch iron rod found at an angle point in the south right-of-way line of S.H. 29 (r.o.w. varies), being in the west line of that certain 14.200 acre tract conveyed to Pedernales Electric Cooperative, Inc. by Deed of record in Document No. 2020062257, of said Official Public Records, also being the northeast corner of said 73.5850 acre tract;

THENCE, S04°29'56"E, leaving said south right-of-way line, over and across said 73.5850 acre tract, a distance of 512.41 feet to a calculated point, for the **POINT OF BEGINNING** and northeasterly corner hereof;

THENCE, continuing over and across said 73.5850 acre tract, the following ten (10) courses and distances:

1. S07°13'54"E, a distance of 16.55 feet to a calculated point, for the southeasterly corner hereof, from which a 1/2-inch iron rod found at an angle point in the west line of said 14.200 acre tract, being the east line of said 73.5850 acre tract, bears S36°08'33"E, a distance of 538.92 feet;

2. N72°15'18"W, a distance of 164.60 feet to a calculated point, for an angle point;

3. S68°45'52"W, a distance of 133.19 feet to a calculated point, for an angle point;

4. N72°15'18"W, a distance of 692.88 feet to a calculated, for an angle point;

5. N34°23'40"W, a distance of 79.98 feet to a calculated point at the beginning of a non-tangent curve to the left, for the most westerly corner hereof;

6. Along said curve, having a radius of 470.00 feet, a central angle of 1°49'43", an arc length of 15.00 feet, and a chord which bears N55°36'20"E, a distance of 15.00 feet to a calculated point, for the most northerly corner hereof;

7. S34°23'40"E, a distance of 74.83 feet to a calculated point, for an angle point;

8. S72°15'18"E, a distance of 682.43 feet to a calculated point, for an angle point;

9. N68°45'52"E, a distance of 133.19 feet to a calculated point, for an angle point;

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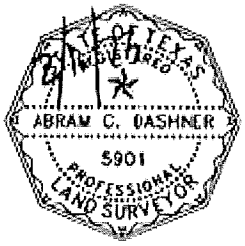
CONSULTING

10. S72°15'18"E, a distance of 162.92 feet to the **POINT OF BEGINNING**, and containing 0.366 acre (15,929 square feet) of land, more or less.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83(2011), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF OCTOBER, 2021, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

ABRAM C. DASHNER
TEXAS RPLS 5901
MANHARD CONSULTING
TBPLS FIRM NO. 10194754



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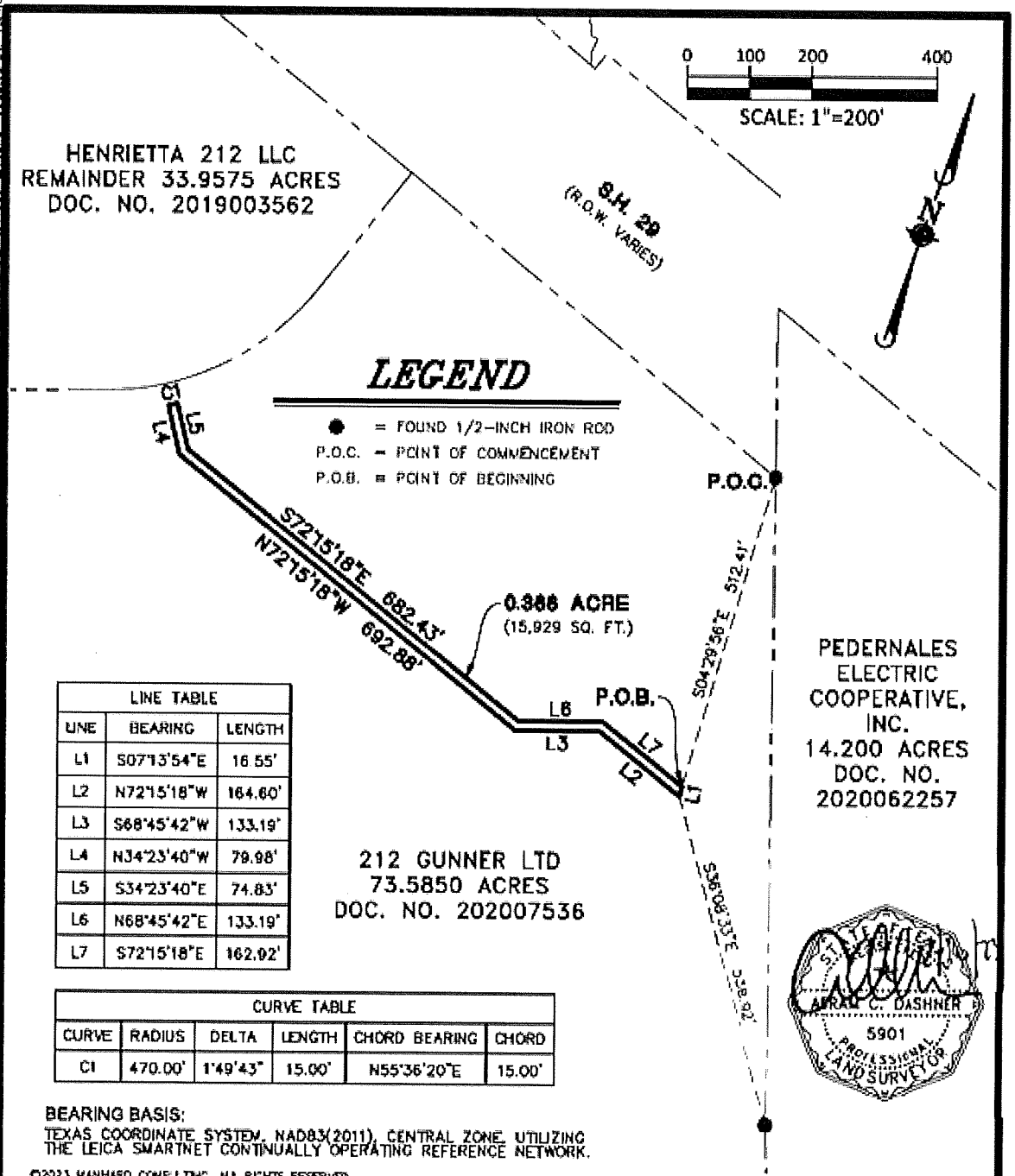

LINE TABLE		
LINE	BEARING	LENGTH
L1	S07°13'54"E	16.55'
L2	N72°15'18"W	164.60'
L3	S68°45'42"W	133.19'
L4	N34°23'40"W	79.98'
L5	S34°23'40"E	74.83'
L6	N68°45'42"E	133.19'
L7	S72°15'18"E	162.92'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	470.00'	1°49'43"	15.00'	N55°36'20"E	15.00'

BEARING BASIS:
TEXAS COORDINATE SYSTEM, NAD83(2011), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

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Manhard CONSULTING

EASEMENT EXHIBIT

LIBERTY HILL, WILLIAMSON COUNTY, TX

0.366 ACRE - JOHN B. ROBINSON SURV., A-521

DATE:	DRAWN BY:	SCALE:	CODE:
02/10/23	PWP	1"=200'	2022.178

Commissioners Court - Regular Session **82.**

Meeting Date: 03/21/2023

SE Loop Segment 3 ILA with City of Hutto

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 First Amendment to the Interlocal Agreement between Williamson County and the City of Hutto regarding the City/County participation in the Design and Construction of Segment 3 of the Southeast Loop (FM 3349) Project. Funding Source Road Bonds P332

Background

This amendment adds waterline pipe and casing facilities to the project at the City's cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:15 PM
Form Started By: Charlie Crossfield		Started On: 03/16/2023 11:17 AM
Final Approval Date: 03/16/2023		

DocuSign Envelope ID: C284B1D2-701C-4C8C-8FFB-E9E5E07AC504

FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF HUTTO REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO SEGMENT 3 OF THE SOUTHEAST LOOP (FM 3349) CONSTRUCTION PROJECT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This First Amended Interlocal Agreement (the "Amended Agreement") is entered into as of this 10th day of February, 2023, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Hutto, a Texas municipal corporation (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, on the 7th day of December, 2021, the City and the County entered into an Interlocal Agreement (the "Agreement") regarding design and construction of Segment 3 of the Southeast Loop along existing FM3349 from CR 404 to CR 395 (the "County Project"); and

WHEREAS, since the approval of the Agreement, the City is and has been in the process of designing proposed casings for the waterline utility adjustments or improvements associated with the County Project, and City has requested that the Agreement be amended to add additional waterline pipe and casing facilities scope to the project at the City's cost (the "City Project"), the location, scope, specifications and plan design of which is identified in Exhibit **"A-1"** attached hereto and incorporated herein; and

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City and County continue to desire to commence construction of the County Project and City Project since all of the necessary right-of-way or other property rights have been acquired;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree to the following amendment to the Agreement:

A.

That **Section II., CONSTRUCTION OF COUNTY PROJECT**, is hereby amended to read as follows:

2.01 County and City General Obligations and Payment. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right of way acquisitions, utility relocations, and all other costs related to the

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construction of the County Project. The County shall be responsible for the expense and construction of the improvements which constitute the City Project, subject to the reimbursement of 100% of the construction costs (estimated at $1,617,893) as set out below. The City shall be responsible for all costs associated with the preliminary and final design for the City Project.

The City's 100% share of the actual construction costs for the City Project (estimated at $1,617,893) shall be due and payable to the County 30 days after the City provides written acceptance of the completed City Project, and otherwise in accordance with the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. After acceptance, the City will own and maintain the facilities included within the City Project.

2.02 **Construction Plans**. The County will submit the plans and specifications related to the County Project to the City. The City has submitted the plans and specifications for the City Project, which are identified in Exhibit "**A-1**" attached hereto, to the County.

2.03 **Inspection**. The City may inspect all aspects of the County Project that are within the City Limits, and all aspects of the City Project, during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified, and a corrective plan of construction implemented with the agreement of the City.

2.04. **Permits**. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project. The City shall be responsible for obtaining permits, if any, required for the construction of the City Project.

2.05. **Insurance, Bonds and Warranties**. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project that lie within the City limits, and for any portion of the City Project. The County shall require the contractor to provide performance bonds, and maintenance bonds in favor of the City for the County Project and City Project in amounts satisfactory to the City. The County shall transfer any warranties for portions of the County Project within the city limits, and for the City Project, to the City upon final completion and acceptance of the Projects.

B.

All other terms and conditions of the Agreement shall remain in full force and effect.

C.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.

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3. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

4. **Amendments.** This First Amended Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

5. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

6. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

7. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

8. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

(signatures on the following pages)

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CITY OF HUTTO, TEXAS

By: DocuSigned by: _____
BEB500A4D5F0477...
James R. Earp, City Manager

Date: February 10, 2023

Attest:

DocuSigned by:
Angela Lewis
296DAAB08383420...
Angela Lewis, City Secretary

APPROVED AS TO FORM:

By:_____

Name:_____

Its:_____

DocuSign Envelope ID: C284B1D2-701C-4C8C-8FFB-E9E5E07AC504

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date: _____

Attest:

_____
Nancy Rister, County Clerk

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EXHIBIT "A-1"
CITY PROJECT PLAN SHEETS FOLLOWS

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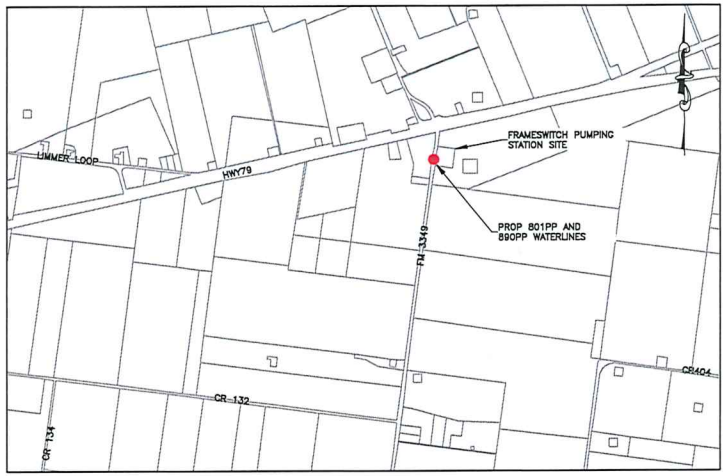
CONTRACT DRAWINGS FOR

CITY OF HUTTO, TEXAS

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES
JULY 2022



SITE LOCATION
N.T.S.

UTILITY CONTACTS

ELECTRIC
ONCOR ELECTRIC
350 TEXAS AVE
ROUND ROCK, TX 78664
(512) 244-5606

GAS
ATMOS MIDTX
3110 IH35
ROUND ROCK, TX 78681
(512) 310-3801

GAS
ENTERPRISE SEMINOLE PIPELINE
1100 LOUISIANA STREET, 10TH FLOOR
HOUSTON, TX 77002-5227
(979) 337-7830

WATER/WASTEWATER
CITY OF HUTTO
500 W. LIVE OAK STREET
HUTTO, TX 78634
(512) 759-4022

WATER
JONAH WATER S.U.D
(512) 759-1286

WATER
MANVILLE WATER SERVICE CORPORATION
108 N. COMMERCE
PO BOX 248
COUPLAND, TX 78615
(512) 856-2488

PHONE/CABLE/INTERNET
CENTURYLINK
1214 DOGWOOD BLVD.
KILLEEN, TX 76543
(254) 690-9370

PHONE/CABLE/INTERNET
SPECTRUM
12012 N MOPAC EXPRESSWAY
AUSTIN, TX 78758
(512) 682-8577

PHONE/CABLE/INTERNET
AT&T
(254) 715-7869

PHONE/CABLE/INTERNET
SUDDENLINK COMMUNICATIONS EAST TEXAS
(512) 931-2972

UTILITY LOCATING SERVICES ONE CALL
1-800-344-8377

TXDOT
EMERGENCY CONTACT
RICHARD GARCIA
1001 E PARMER LANE
AUSTIN, TX 78761
(512) 997-2216

DRAWING INDEX

SERIES 000 – GENERAL

00G-01 COVER SHEET
00G-02 GENERAL NOTES – SHEET NO. 1
00G-03 GENERAL NOTES – SHEET NO. 2
00G-04 ABBREVIATIONS

SERIES 100 – 801PP AND 890PP WATERLINES

01C-01 EXISTING SITE AND DEMOLITION PLAN
01C-02 EROSION SEDIMENTATION AND CONTROL PLAN
01C-03 801 PP AND 890 PP WATERLINES PLAN & PROFILE – STA -0+25 TO 5+03

SERIES 200 – MISCELLANEOUS DETAILS

02C-01 EROSION CONTROL DETAILS
02C-02 WATER DETAILS
02C-03 JOINT RESTRAINT DETAILS
02C-04 TRAFFIC CONTROL PLAN
02C-05 TRAFFIC CONTROL DETAILS
02C-06 TXDOT TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

CITY COUNCIL

MAYOR
MIKE SNYDER

COUNCIL PLACE 1
ROBIN SUTTON

COUNCIL PLACE 2
DAN THORNTON

COUNCIL PLACE 3
RANDAL CLARK

MAYOR PRO TEM, COUNCIL PLACE 4
PETER GORDON

COUNCIL PLACE 5
KRYSTAL KINSEY

COUNCIL PLACE 6
AMBERLEY KOLAR

INTERIM CITY MANAGER
ISAAC TURNER

DCS ENGINEERING, LLC
1101 S. Capital of Texas Highway,
Building G-100
Austin, Texas 78746
Phone (512) 614-6171
T.B.P.E. FIRM NO. F-13162

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED PROFESSIONAL ENGINEER

7/11/2022

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
			CHECKED BY:	JTH
			DRAWN BY:	JPGR
			DCS PROJECT NO:	20101499

FILENAME: Z:\Projects 1400-1499\20101489 – COH IPO #8 – FY 2022 On Demand Engineering\200 – Planning_Study\225 – Prelim Design 801 PP & 890 PP Waterline with Casing Pipes\2.1 – Drawings\Sheet Files\00G-01.dwg, LAST SAVED ON: Jul 09 2022 2:20pm, PLOTTED BY: PGALINDO, ON: Jul 09 2022 2:46pm, CFG:

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FILENAME: Z:\Projects\400-499\0101499 - COH #0 P3 - FY 2022 On Demand Engineering\000 - Planning Study\025 - Prelim Design 801 PP & 890 PP Waterline with Casing Pipe\01 - Drawings\Sheet Files\000-02-03.dwg, LAST SAVED ON: JUL 07 2022 2:29pm, PLOTTED BY: POLANCO, ON: JUL 07 2022 2:29pm, CST

GENERAL CONSTRUCTION NOTES – HUTTO (UPDATED: MARCH 2019)

1. THE CONTRACTOR IS TO CONTACT ONE OF THE FOLLOWING:
   TEXAS811 811
   LONE STAR 1-800-669-8344
   FOR LOCATION OF EXISTING FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
2. PRIOR TO ANY CONSTRUCTION, THE DESIGN ENGINEER SHALL CONVENE A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO, HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, ANY AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE. IF CONSTRUCTION IS NOT STARTED ON THE SITE WITHIN 30 CALENDAR DAYS AFTER THE PRE-CONSTRUCTION CONFERENCE, THE ENGINEER SHALL CONVENE A NEW PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF HUTTO, HIMSELF, AND ALL THE ABOVE MENTIONED ENTITIES.
3. PRIOR TO ANY CHANGES TO THE CONSTRUCTION SITE, VIDEO OF THE SITE MUST BE TAKEN AND PROVIDED TO THE CITY BEFORE CONSTRUCTION COMMENCES.
4. ALL CONSTRUCTION OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF HUTTO ENGINEERING MANUAL AND STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS. IF CITY OF HUTTO ENGINEERING MANUAL UNAVAILABLE, OR NOT APPLICABLE, REFER TO TXDOT AND/OR CITY OF GEORGETOWN MANUAL, STANDARDS AND/OR SPECIFICATIONS.
5. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 E. 6TH STREET, AUSTIN, TEXAS.
6. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE INCURRED TO EXISTING FACILITIES AS A RESULT OF CONSTRUCTION OPERATIONS TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR, AT NO ADDITIONAL COST TO OWNER.
7. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF PUBLIC AND PRIVATE UTILITIES AFFECTED BY HIS OPERATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
8. CONTRACTOR TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
9. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
10. WHEN UN-LOCATED OR INCORRECTLY LOCATED, A BREAK IN UTILITY LINES, OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
11. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
12. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
13. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. ACCURATE "RECORD" DRAWINGS WILL BE PROVIDED TO THE CITY OF HUTTO, ALONG WITH A LETTER CERTIFICATION FROM A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS, STATING THAT SAID PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THESE PLANS.
14. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
15. UPON COMPLETION OF THE PROJECT, THE SITE(S) AS DEFINED HEREIN SHALL BE CLEANED OF ALL DEBRIS AND LEFT IN A NEAT AND PRESENTABLE CONDITION.
16. ALL ADJOINING PAVEMENT SECTIONS SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION AND ANY DAMAGES INCURRED DUE TO CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE.
17. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES (NO SEPARATE PAY).
18. TRAFFIC CONTROLS TO BE INSTALLED IN ACCORDANCE WITH THE CURRENT TXDOT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND TXDOT BARRICADE AND CONSTRUCTION STANDARDS.
19. REVEGETATE ALL DISTURBED AREAS UPON COMPLETION OF THE WORK PER CITY OF GEORGETOWN CONSTRUCTION STANDARDS.
20. CONTRACTOR TO EXERCISE CAUTION DURING CONSTRUCTION NEAR AND AROUND GAS LINES AND POWER LINES.
21. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION VERTICALLY AND HORIZONTALLY OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK, AND SHALL NOTIFY THE ENGINEER AND THE CITY IF THE EXISTING UTILITY LOCATION AND DEPTHS ARE DIFFERENT FROM WHAT IS SHOWN ON THE PLANS. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
22. DETECTABLE TAPE SHALL BE USED FOR ALL UNDERGROUND UTILITIES. TAPE MUST BE 12" WIDE 5 MIL WITH APPLICABLE COLOR AND LABEL.
23. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PRIVATE PROPERTY WHICH OCCURS AS A RESULT OF ANY PORTION OF THIS PROJECT. ANY DAMAGE TO PRIVATE PROPERTY SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. THE CONTRACTOR SHALL PAY AND/OR SETTLE WITH PRIVATE PROPERTY OWNER(S) FOR ALL COST RELATED TO DAMAGE. THE CITY WILL NOT PROVIDE SEPARATE PAY FOR REPAIR OF DAMAGES, REIMBURSEMENTS OR SETTLEMENTS.

GENERAL CONSTRUCTION NOTES – DCS

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS MANUAL.
2. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER WHO SHALL BE RESPONSIBLE FOR REVISING THE PLANS AS APPROPRIATE.
4. MANHOLE FRAME, COVERS, VALVES, CLEANOUTS, ETC. SHALL BE RAISED TO FINISHED GRADE PRIOR TO FINAL PAVING CONSTRUCTION.
5. THE CONTRACTOR SHALL GIVE THE CITY 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
6. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED OR EXPOSED AREAS SHALL CONSIST OF SODDING OR SEEDING, AT THE CONTRACTOR'S OPTION. HOWEVER, THE TYPE OF REVEGETATION MUST EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE CONSTRUCTION.
7. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY ENGINEER.
8. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND AVOIDING ALL EXISTING UTILITIES BY CALLING THE 'ONE CALL' LOCATOR SERVICE AT (800) 344-8377 (DIG-TESS) OR (800) 245-4545 (TEXAS ONE CALL) AT LEAST 48 HOURS PRIOR TO CONSTRUCTION..
9. WHEN SHOWN ON THE PLANS, CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION DURING WORKING HOURS OR PROVIDE DETOURS AROUND CONSTRUCTION SITE, AND USE UNIFORMED POLICE TO CONTROL TRAFFIC WHEN REQUIRED BY OWNER.
10. CONTRACTOR SHALL COVER OPEN EXCAVATIONS IN PUBLIC STREETS AND PRIVATE DRIVES WITH ANCHORED STEEL PLATES DURING NONWORKING HOURS.
11. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION, AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
12. ALIGNMENT, CENTERLINE CURVE DATA AND STATIONING TO BE VERIFIED BY ON-THE-GROUND SURVEY FROM PROJECT CONTROL POINTS AND ELEVATIONS OF ALL CONNECTIONS TO EXISTING FACILITIES TO BE CONFIRMED PRIOR TO WORK START. NO SEPARATE PAY. CONTRACTOR TO NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
13. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.
14. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN BE ISSUED TO CONTRACTOR WILL BE OBTAINED AT HIS EXPENSE.
15. ANY REFERENCE TO CODES OR SPECIFICATIONS SHALL BE WITH RESPECT TO CURRENT EDITIONS OF THE SAME.
16. PRIOR TO CONSTRUCTION, CONTRACTOR TO UNCOVER AND VERIFY THE DEPTHS AND HORIZONTAL LOCATION OF EXISTING LINES AND UTILITIES TO BE EXTENDED, CONNECTED TO, OR CROSSED (BY THIS PROJECT).

WATER NOTES – HUTTO (UPDATED: MARCH 2019)

1. WATER SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF HUTTO ENGINEERING MANUAL, STANDARD SPECIFICATIONS AND STANDARD DETAILS.
2. FIRE HYDRANTS ON MAINS UNDER CONSTRUCTION SHALL BE SECURELY WRAPPED WITH A POLY WRAP BAG AND TAPED INTO PLACE. THE POLY WRAP SHALL BE REMOVED WHEN THE MAINS ARE ACCEPTED AND BROUGHT INTO SERVICE. ALL FIRE LINES SHALL BE DUCTILE. IRON
3. ALL WATER SERVICE, WASTEWATER SERVICE, AND VALVE LOCATIONS SHALL BE APPROPRIATELY MARKED AS FOLLOWS:
   A. WATER SERVICE "W" ON TOP OF CURB
   B. VALVE "V" ON TOP OF CURB OR VALVE SIGN AS INSTRUCTED BY CITY ENGINEER
4. TOOLS FOR MARKING CURBS SHALL BE PROVIDED BY THE CONTRACTOR. OTHER APPROPRIATE MEANS OF MARKING SERVICE AND VALVE LOCATIONS SHALL BE PROVIDED IN AREAS WITHOUT CURBS. SUCH MEANS OF MARKING SHALL BE SPECIFIED BY THE ENGINEER AND APPROVED BY THE CITY OF HUTTO.
5. THRUST BLOCKING AND RESTRAINTS SHALL BE IN ACCORDANCE WITH CITY OF HUTTO STANDARD SPECIFICATIONS.
6. HYDROSTATIC PRESSURE AND LEAKAGE TESTS SHALL BE PERFORMED ON ALL PRESSURE PIPELINES CARRYING WATER.
7. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
8. PIPE MATERIAL FOR WATER MAINS SHALL BE PVC (AWWA C900/C905, MIN. DR 14), OR DUCTILE IRON (AWWA C151, MIN. CLASS 350). WATER SERVICES (2" OR SMALLER) SHALL BE POLYETHYLENE TUBING (BLACK, 200 PSI, DR 9).
9. ALL DUCTILE IRON PIPE (D.I.P) SHALL BE WRAPPED WITH EIGHT (8) MIL, BLACK VIRGIN POLYETHYLENE WRAP AS SPECIFIED IN ANSI/AWWA C105/A21.5.
10. ALL D.I.P. SHALL BE LINED WITH VIRGIN POLYETHYLENE CONFORMING TO ASTM D-1248; 40 MIL THICKNESS (NOMINAL), 35 MILS (MINIMUM). LINER TO BE POLYBOND OR EQUAL. AT ANY POINT WHERE D.I.P. CANNOT BE WRAPPED IN POLYETHYLENE, COAT THE EXTERIOR WITH POLYBOND OR APPROVED EQUAL.
11. ALL PVC PIPE (ALL TYPES AND SDR/DR WALL THICKNESS TO BE USED) SHALL HAVE RUBBER GASKET EQUIPPED BELL AND SPIGOT JOINTS CONFORMING TO ASTM D-3212. THE GASKET MATERIAL SHALL CONFORM TO ASTM F-477. SOLVENT WELDED JOINTS WILL NOT BE APPROVED FOR THIS PROJECT.
12. ALL POTABLE WATERLINES AND SANITARY SEWER FACILITIES MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF CLEARANCE IN ANY DIRECTION BETWEEN THEM. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES.
    A. IF A COLLECTION SYSTEM PIPE PARALLELS A PUBLIC WATER SUPPLY PIPE THE FOLLOWING REQUIREMENTS APPLY:
        - A COLLECTION SYSTEM PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC MEETING ASTM SPECIFICATIONS WITH AT LEAST 150 POUNDS PER SQUARE INCH (PSI) PRESSURE RATING FOR BOTH THE PIPE AND JOINTS.
        - VERTICAL SEPARATION MUST BE AT LEAST TWO FEET BETWEEN THE OUTSIDE DIAMETERS OF THE PIPES.
        - HORIZONTAL SEPARATION MUST BE AT LEAST FOUR FEET BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
        - COLLECTION SYSTEM PIPE MUST BE BELOW WATER SUPPLY PIPE.
    B. IF A COLLECTION SYSTEM PIPE CROSSES A PUBLIC WATER SUPPLY PIPE, THE FOLLOWING REQUIREMENTS APPLY:
        - IF A COLLECTION SYSTEM IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, THE FOLLOWING REQUIREMENTS APPLY:
            a. A MINIMUM DISTANCE OF SIX (6) INCHES BETWEEN OUTSIDE DIAMETERS OF THE PIPES.
            b. A COLLECTION SYSTEM PIPE MUST BE BELOW A PUBLIC WATER SUPPLY PIPE.
            c. COLLECTION SYSTEM PIPE JOINTS MUST BE LOCATED AS FAR AS POSSIBLE FROM AN INTERSECTION WITH A PUBLIC WATER SUPPLY LINE.
        - IF A COLLECTION SYSTEM CROSSES OVER A PUBLIC WATER SUPPLY PIPE, EACH PORTION OF A COLLECTION SYSTEM PIPE WITHIN NINE FEET OF A PUBLIC WATER SUPPLY PIPE MUST BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS.
13. THE CONTRACTOR MUST OBTAIN A TEMPORARY WATER METER FROM THE CITY OF HUTTO UTILITY BILLING DEPARTMENT FOR ALL WATER USED DURING CONSTRUCTION.
14. CONTRACTOR TO SCHEDULE WATER VALVE CLOSURE THROUGH CITY OF HUTTO: DEPARTMENT OF PUBLIC WORKS – UTILITY DIVISION WITH ADVANCE NOTICE OF 7 DAYS. CONTRACTOR TO CONTACT PUBLIC WORKS AT PHONE # 512-759-4016 AND NOTIFY CONSTRUCTION INSPECTOR. WATER VALVE CLOSURE WILL ONLY BE SCHEDULED FOR TUESDAY THROUGH THURSDAY. CONTRACTOR TO NOTIFY ALL BUSINESSES AND RESIDENTS AFFECTED BY VALVE CLOSURES. CLOSURES MUST BE COORDINATED TO MINIMIZE EFFECTS ON EXISTING CUSTOMERS WITH CONSIDERATIONS GIVEN TO BUSINESSES THAT REQUIRE WATER TO MAINTAIN OPERATIONS.
15. LINE FLUSHING OR ANY ACTIVITY USING A LARGE QUANTITY OF WATER MUST BE SCHEDULED WITH THE CITY OF HUTTO. CONTRACTOR WILL BE RESPONSIBLE FOR TRACKING THE AMOUNT OF WATER USED DURING FLUSHING AND BE REQUIRED TO REIMBURSE THE CITY FOR WATER USE, IF NOT ALREADY METERED.
16. THE CONTRACTOR, AT HIS EXPENSE, SHALL PERFORM STERILIZATION OF ALL POTABLE WATER LINES AND SHALL PROVIDE ALL EQUIPMENT NECESSARY (INCLUDING TEST CAGES), SUPPLIES (INCLUDING CONCENTRATED CHLORINE DISINFECTION MATERIAL) AND NECESSARY LABOR REQUIRED FOR THE STERILIZATION PROCEDURE. THE STERILIZATION PROCEDURE SHALL BE MONITORED BY THE ENGINEER AND A CITY OF HUTTO CONSTRUCTION INSPECTOR. WATER SAMPLES WILL BE COLLECTED TO VERIFY EACH TREATED LINE HAS ATTAINED AN INITIAL CHLORINE CONCENTRATION OF 50 PPM.
17. AN INDEPENDENT QUALIFIED LAB, AT THE CONTRACTOR'S EXPENSE, SHALL PERFORM QUALITY TESTING FOR ALL WASTEWATER PIPE INSTALLED AND PRESSURE HYDROSTATIC TESTING OF ALL WATER LINES CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE ALL EQUIPMENT (INCLUDING PUMPS AND CAGES), SUPPLIES, AND LABOR NECESSARY TO PERFORM THE TESTS. A CITY OF HUTTO CONSTRUCTION INSPECTOR MUST BE PRESENT FOR ALL TESTING.
18. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND THE CITY NOT LESS THAN 24 HOURS NOTICE PRIOR TO PERFORMING STERILIZATION, QUALITY TESTING, OR PRESSURE TESTING.
19. THE CONTRACTOR SHALL NOT OPEN OR CLOSE ANY VALVES UNLESS AUTHORIZED BY THE CITY OF HUTTO.
20. ALL VALVE BOXES AND COVERS SHALL BE CAST IRON PER CITY OF HUTTO STANDARD DETAILS.
21. ALL MANHOLES SHALL BE CONCRETE WITH CAST IRON RING AND COVER. ALL MANHOLES LOCATED OUTSIDE OF PAVEMENT SHALL HAVE BOLTED AND GASKETED COVERS. CONCRETE MANHOLES TO BE COATED PER STANDARD DETAIL AND CONSTRUCTION SPECIFICATIONS. TAPPING OF FIBERGLASS MANHOLES SHALL NOT BE PERMITTED.
22. ALL FIRE LINES SHALL BE DUCTILE IRON PIPE (AWWA C-100, CLASS 200).
23. ALL FIRE HYDRANTS SHALL BE SILVER IN COLOR INCLUDING BONNET AND INSTALLED PER CITY OF HUTTO STANDARD DETAIL.
24. ALL WATER PIPING AND FITTINGS SHALL BE VIRGIN STOCK.
25. ALL MECHANICAL RESTRAINTS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
26. ALONG STATE HIGHWAYS, WATER LINES ARE REQUIRED ON BOTH SIDES OF THE ROADWAY. NEW WATER LINES CROSSING EXISTING STREETS SHALL BE PLACED BY BORING. A STEEL CASING SHALL BE REQUIRED UNDER MAJOR AND MINOR COLLECTOR ROADWAYS, ARTERIAL ROADWAYS AND STATE HIGHWAY. OPEN CUT EXCAVATION WILL NOT BE ALLOWED TO CROSS EXISTING STREETS, UNLESS APPROVED BY THE CITY ENGINEER.
27. ALL NEW WATER PIPES MUST HAVE DETECTABLE TAPE PER CITY OF HUTTO STANDARD DETAIL.
28. ALL AUTOMATIC FLUSH VALVES MUST USE A METER TO MEASURE WATER LOSS.
29. TRACER WIRE WILL BE TESTED AND MUST WORK CORRECTLY BEFORE CITY ACCEPTANCE OF INFRASTRUCTURE. TRACER WIRER MUST BE ENCASED IN PIPE.
30. ALL REDUCED SIZE TAPS SHALL BE MADE USING AN EPOXY COATED FABRICATED STEEL TAPPING SLEEVE WITH STAINLESS STEEL BOLTS, OR A STAINLESS STEEL FULL CIRCLE TAPPING SLEEVE WITH DUCTILE IRON FLANGE.

REV. NO.	DATE	DESCRIPTION		
			PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
			CHECKED BY:	JTH
			DRAWN BY:	JPGR
			DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC

DCS ENGINEERING, LLC
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TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED PROFESSIONAL ENGINEER
7/11/2022

GENERAL

GENERAL NOTES - SHEET NO. 1

DATE: JULY 2022
SCALE: AS NOTED
DRAWING: 00G-02

EROSION, SEDIMENTATION AND TREE PROTECTION NOTES – HUTTO (UPDATED AUGUST 2018)

1. THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF THE PROJECT AND GRASS RESTORATION.
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WATER POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
3. ALL PLANTING SHALL BE DONE BETWEEN MAY 1ST AND SEPTEMBER 15th EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE DATE SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (KENTUCKY 31) AT A RATE OF 100 LBS/ACRE. GRASS SHALL BE COMMON BERMUDA GRASS, HULLED, MINIMUM 82% PURE LIVE SEED. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE (AC) RECENT CROP, CLEANED AND TREATED WITH APPROPRIATE FUNGICIDE AT TIME OF MIXING. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH DEALER'S GUARANTEED ANALYSIS.
4. ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
5. THE PLANTED AREA TO BE IRRIGATED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF FOUR INCHES (4"). THE IRRIGATION TO OCCUR AT 10-DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS. RAINFALL OCCURRENCES OF ONE HALF AND INCH (1/2") OR GREATER TO POSTPONE THE WATER SCHEDULE ONE WEEK.
6. RESTORATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN AT LEAST ONE AND ONE HALF INCHES (1.5") HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN TWENTY-FIVE SQUARE FEET EXIST.
7. A MINIMUM OF FOUR INCHES (4") OF TOPSOIL TO BE PLACE IN ALL AREA DISTURBED BY CONSTRUCTION.
8. THE CONTRACTOR TO HYDRO MULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION.
9. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIP LINE.
10. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIP LINE AREA.
11. WHERE A FENCE IS CLOSER THAN FOUR FEET (4') TO A TREE TRUCK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT FEET (8'), OR THE LIMITS OF LOWER BRANCHING, IN ADDITION TO THE FENCING.
12. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
13. ANY ROOT EXPOSED BY THE CONSTRUCTION ACTIVITY TO BE PRUNED FLUSH WITH THE SOIL. BACKFILL ROOT AREA WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATTER IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
14. CONTRACTOR TO PRUNE VEGETATION TO PROVIDE CLEARANCE FOR STRUCTURE, VEHICULAR TRAFFIC, AND EQUIPMENT BEFORE DAMAGE OCCURS (RIPPING OF BRANCHES, ETC.). ALL FINISHED PRUNING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE "NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES").
15. THE CONTRACTOR IS TO INSPECT THE CONTROLS AT WEEKLY INTERVALS AND AFTER EVERY RAINFALL EXCEEDING ONE-QUARTER INCH (1/4") TO VERIFY THAT THEY HAVE NOT BEEN SIGNIFICANTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL DISPOSAL SITE. THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE ANY REPAIRS OR MODIFICATIONS NECESSARY TO ASSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
16. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2'-4') BEHIND THE AREA IN QUESTION.
17. NO ABOVE AND/OR BELOW GROUND TEMPORARY FUEL STORAGE FACILITIES TO BE STORED ON THE PROJECT SITE.
18. IF EROSION AND SEDIMENTATION CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNER'S REPRESENTATIVE AND THE CONTRACTOR TO EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEMS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PREEXISTING EROSION AND SEDIMENTATION CONTROLS NOTED TO BE REPAIRED AT OWNER'S EXPENSE.
19. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

WILLIAMSON COUNTY NOTES:

1. CONTRACTOR SHALL PERFORM ALL APPLICABLE TASKS FOR THIS PROJECT WHICH ARE LISTED UNDER THESE WILLIAMSON COUNTY NOTES AND PAY ALL ASSOCIATED FEES.
2. CONTRACTOR SHALL NOTIFY THE WILLIAMSON COUNTY UNIFIED ROAD SYSTEM AT LEAST 48 HOURS PRIOR TO START OF CONSTRUCTION AT (512)930-3330.
3. ALL WORK IN THE RIGHT-OF-WAY WILL BE DONE BETWEEN THE HOURS OF 8:30 A.M. AND 4:30 P.M. ON MONDAY THROUGH FRIDAY ONLY.
4. CUTS WILL BE OPENED FOR ONE-HALF THE ROADWAY ONLY, WITH FLAGMEN ON BOTH SIDES OF THE WORK AREA, ALLOWING ONE-WAY TRAFFIC THROUGH. THIS TYPE OF OPERATION WILL BE HELD TO A MINIMUM AND ALL ADVANCE WARNING SIGNS AND BARRICADES SHALL BE AS SPECIFIED IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THESE CUTS WILL ALSO BE FILLED AND ENTIRE ROADWAY OPENED AT NIGHT AND ON WEEKENDS.
5. ROADSIDE WORK IN DITCHES ALONGSIDE THE TRENCHED SURFACE MAY BE LEFT OPENED AT NIGHT, ONLY IF THEY CAN BE BARRICADED SOLIDLY BETWEEN OPEN DITCH AND TRAVELED ROADWAY LEAVING A MINIMUM 6' OF ROAD SHOULDER BETWEEN THE PAVEMENT EDGE AND THE BARRICADES. THE BARRICADES MUST BE REFLECTIVE AND LIGHTED WITH WARNING LIGHTS AND CONFORM TO THE REQUIREMENTS OF THE T.M.U.T.C.D. FOR NIGHTTIME USE.
6. ANY CONSTRUCTION AREA TO BE MAINTAINED FROM DUSK TO DAWN SHALL HAVE TYPE B HIGH INTENSITY STEADY BURN WARNING LIGHTS TO DELINEATE THE TRAVELED WAY THROUGH AND AROUND OBSTRUCTIONS IN A CONSTRUCTION OR MAINTENANCE AREA. ALL WARNING LIGHTS SHALL BE INSTALLED TO A MINIMUM MOUNTING HEIGHT OF 36" TO THE BOTTOM OF THE LENS.
7. CONSTRUCTION WORK AND ROAD REPAIR ON COUNTY RIGHT-OF-WAY WILL BE DONE TO WILLIAMSON COUNTY STANDARDS/SPECIFICATIONS AND TO THE APPROVAL OF THE WILLIAMSON COUNTY UNIFIED ROAD SYSTEM.
8. CONTRACTOR SHALL NOTIFY THE WILLIAMSON COUNTY UNIFIED ROAD SYSTEM AND OBTAIN APPROVAL PRIOR TO ANY CHANGES IF REQUIRED DUE TO SOIL CONDITIONS OR OTHER PROBLEMS.
9. A PERFORMANCE BOND IN THE AMOUNT OF $500 MINIMUM, EXECUTED BY A SURETY COMPANY OR SURETY COMPANIES AUTHORIZED TO EXECUTE SURETY BONDS UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXACT AMOUNT OF THE BOND IS TO BE DETERMINED BY WILLIAMSON COUNTY DEPENDING ON THE EXTENT OF THE PROJECT.
10. CONTRACTOR SHALL FILE A "CONTRACTOR' S LIABILITY AGREEMENT" PRIOR TO ISSUANCE OF PERMIT (ATTACHED IN SPECIFICATION BOOK).
11. FRANCHISED UTILITIES (CITY OF AUSTIN, SOUTHERN UNION GAS, SOUTHWESTERN BELL, ETC.) ARE NOT REQUIRED TO PROVIDE A BOND OR PAY A PERMIT FEE IF THEY DO THE WORK WITH THEIR OWN WORK FORCES. CONTRACTORS WILL PAY A FEE OF $120.00.
12. WILLIAMSON COUNTY WILL ATTEND THE PRECONSTRUCTION MEETING WITH THE ENGINEER, CITY ENGINEER, CONTRACTOR, AND CITY INSPECTOR. WILLIAMSON COUNTY WILL DISCUSS TRAFFIC CONTROL CONCERNS.
13. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR MAINTAINING A MINIMUM OF ONE LANE OF TRAFFIC (MIN) AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL DETAIL STAGING/SEQUENCING IN AREAS WHERE INTERCEPTOR IS OPEN CUT ACROSS PAVEMENT. WILLIAMSON COUNTY WILL ISSUE PERMIT UPON ACCEPTANCE OF THIS PLAN AFTER THE PRECONSTRUCTION MEETING.

TXDOT NOTES:

1. A 48 HOUR WORK START NOTICE SHALL BE SUBMITTED BY THE CONTRACTOR USING TXDOT'S UIR SYSTEM BEFORE WORK BEGINS, COORDINATE WITH ENGINEER ON SUBMITTAL.

TRENCH SAFETY NOTES:

1. IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, ALL TRENCHES OVER 5 FEET IN DEPTH IN EITHER HARD AND COMPACT OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN 5 FEET IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR THIS PROJECT WILL BE PROVIDED BY THE CONTRACTOR.
2. IN ACCORDANCE WITH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN PERSONS ARE IN TRENCHES 4-FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL.
3. IF TRENCH SAFETY SYSTEM DETAILS WERE NOT PROVIDED IN THE PLANS BECAUSE TRENCHES WERE ANTICIPATED TO LESS THAN 5 FEET IN DEPTH AND DURING CONSTRUCTION IT IS FOUND THAT TRENCHES ARE IN FACT 5 FEET OR MORE IN DEPTH OR TRENCHES LESS THAN 5 FEET ON DEPTH ARE IN AN AREA WHERE HAZARDOUS GROUND MOVEMENT IS EXPECTED, ALL CONSTRUCTION SHALL CEASE, THE TRENCHED AREA SHALL BE BARRICADED AND THE CONTRACTOR NOTIFIED IMMEDIATELY. CONSTRUCTION SHALL NOT RESUME UNTIL APPROPRIATE TRENCH SAFETY SYSTEM DETAILS, AS DESIGNED BY A PROFESSIONAL ENGINEER, ARE RETAINED AND COPIES SUBMITTED TO THE CITY. THE CONTRACTOR SHALL PROVIDE A TRENCH SAFETY PLAN PRIOR TO BEGINNING CONSTRUCTION.
4. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET, AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATION, PART 1926, SUBPART P AS PUBLISHED IN THE FEDERAL REGISTER, VOLUME 54, NO. 209, DATED OCTOBER 31, 1989

CONSTRUCTION SEQUENCE

THE FOLLOWING CONSTRUCTION SEQUENCE SHALL BE FOLLOWED BY THE CONTRACTOR:

1. PRECONSTRUCTION MEETING WITH ALL APPLICABLE CITY DEPARTMENTS, OWNER, ENGINEER, AND OTHER REQUIRED ENTITIES INCLUDING TXDOT, AND OTHER CONSTRUCTION CONTRACTORS WORKING IN THE AREA. CONTRACTOR SHALL COORDINATE WITH OTHER CONTRACTORS IN THE AREA PRIOR TO AND DURING CONSTRUCTION. NO SEPARATE PAY.
2. CONTRACTOR SHALL PREPARE AND SUBMIT A CONSTRUCTION SCHEDULE BASED ON THIS CONSTRUCTION SEQUENCE DETAILING HOW AND WHEN THE WATERLINES AND PRVS WILL BE CONSTRUCTED TIED IN/BROUGHT INTO PERMANENT OPERATION FOR APPROVAL BY ENGINEER.
3. THE SWPJ SITE NOTEBOOK MUST BE PREPARED AND COMPLETED NO LATER THAN THE TIME WHEN THE CONSTRUCTION SITE NOTICE IS REQUIRED TO BE POSTED OR NOTICE OF INTENT IS REQUIRED TO BE SUBMITTED TO TCEQ. CONTRACTOR SHALL SUBMIT SWPJ PLAN TO THE CITY PRIOR TO SITE DISTURBANCE.
4. INSTALLATION OF EROSION CONTROL MEASURES INCLUDING, BUT NOT LIMITED TO STABILIZED CONSTRUCTION ENTRANCE AND SILT FENCING. PLACE TREE PROTECTION AS SHOWN ON PLAN AND PROFILE DRAWINGS. DEVIATION MUST BE APPROVED BY ENGINEER.
5. CLEAR AND GRUB PERMANENT OR TEMPORARY EASEMENTS.
6. CONSTRUCT AND CAP 36" WATERLINES.
7. REPAIR ROADWAY AND SIDEWALKS INCLUDING STREET SIGNS.
8. INSTALL REVEGETATION, SODDING (WHERE SPECIFIED) AND WATER AS REQUIRED BY CONTRACT DOCUMENTS.
9. CONDUCT SUBSTANTIAL COMPLETION WALK-THROUGH WITH ENGINEER AND CITY INSPECTOR.
10. COMPLETE ENGINEER AND CITY CLOSE-OUT PROCEDURES INCLUDING CITY CIP DEPARTMENT AND WILLIAMSON COUNTY.
11. CONDUCT FINAL WALK THROUGH.
12. PROJECT CLOSE-OUT AFTER REVEGETATION HAS BEEN ACHIEVED PER CITY REQUIREMENTS INCLUDING ISSUANCE OF WARRANTY BOND.

NOTES APPLICABLE TO DRAWINGS ALL PLAN AND PROFILE DRAWINGS:

1. FINISH GRADE SHALL MATCH EXISTING GROUND. RESTORE ALL DRAINAGE FLOWLINES AND FACILITIES DISTURBED BY CONSTRUCTION TO PRECONSTRUCTION CONDITION AND LOCATION.
2. CONTRACTOR SHALL MAINTAIN STORMWATER RUNOFF THROUGH OR AROUND WORK AT ALL TIMES.
3. CONTRACTOR SHALL IMPLEMENT TRAFFIC CONTROL PER SPECIFICATIONS AND DRAWINGS.
4. EXISTING UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL CONFIRM LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO PIPELINE EXCAVATION.
5. CONTRACTOR SHALL DISPOSE OF ALL EXCESS MATERIAL AT OFF-SITE LOCATION. ANY MATERIAL TAKEN OFF-SITE SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
6. WHERE LAWN AREAS ARE DISTURBED BY CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL REVEGITATE THESE AREAS USING SOD MATCHING THE TYPE DISTURBED. CONTRACTOR SHALL WATER ALL SOD UNTIL ESTABLISHED.
7. CONTRACTOR SHALL PLACE 6" MIN. OF TOPSOIL AND HYDROMULCH SEED ALL AREAS DISTURBED BY CONSTRUCTION SHOWN IN THE ACREAGE WITHIN THE LIMITS OF CONSTRUCTION, WITH THE EXCEPTION OF FARMED AREAS, PER THE BID FORM QUANTITY. CONTRACTOR IS REQUIRED TO WATER THESE LOCATIONS UNTIL THE HYDROMULCH SPROUTS.
8. CITY SHALL PROVIDE AND INSTALL WATER METER(S) FOR CONTRACTOR TO UTILIZE CITY WATER FOR CONSTRUCTION AND REVEGETATION.
9. CONTRACTOR SHALL CLEAR AND GRUB WITHIN THE LIMITS OF CONSTRUCTION TO ACCOMMODATE HIS WORK.
10. CONTRACTOR SHALL REPAIR ANY DAMAGE TO PRIVATE IRRIGATIONS SYSTEMS DUE TO HIS CONSTRUCTION ACTIVITIES INCLUDING TEMPORARY PLUGGING OF BROKEN LINES. COORDINATE WITH ENGINEER PRIOR TO PERFORMING WORK.
11. CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT AND MAKE HIMSELF AWARE OF RELEVANT DETAILS INCLUDING THE DEPTH OF COVER.
12. CONTRACTOR'S LIMITS OF CONSTRUCTION SHALL BE DEFINED AS WATER, WASTEWATER, PUBLIC UTILITY, AND TEMPORARY CONSTRUCTION EASEMENTS; AND PUBLIC ROAD RIGHT OF WAYS AS SHOWN ON THE PLANS.
13. RESTORE EXISTING INFRASTRUCTURE AND/OR UTILITIES THAT IS DAMAGED BY DEMOLITION/CONSTRUCTION ACTIVITIES TO EQUAL OR BETTER THAN EXISTING CONDITIONS.
14. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN AREA OF CONSTRUCTION AT ALL TIMES. CONTRACTOR SHALL PROVIDE A FLAGGER AT BOTH ENDS OF LANE CLOSURE TO DIRECT TRAFFIC IN ACCORDANCE WITH TRAFFIC CONTROL PLAN.
15. ALL TRENCHES IN PAVED AREA SHALL BE COVERED WITH STEEL PLATES OR BACKFILLED AT THE END OF EACH DAY. SAFETY FENCE SHALL BE ADDED TO BARRICADE ALL TRENCHES LEFT OPEN OVERNIGHT. WHERE TRENCH OR BORE PIT IS LOCATED WITHIN 15' OF THE ROAD, CONCRETE BARRICADES SHALL BE INSTALLED TO PROTECT TRENCH AREA.
16. CONTRACTOR TO INSTALL TEMPORARY FENCING TO PROTECT EXISTING LIVESTOCK AS REQUIRED. ALL TEMPORARY GATES OR OPENINGS SHALL REMAIN CLOSED WHEN NOT IN USE.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN ANY OTHER CONTRACTORS AND/OR PARTIES WORKING WITHIN THE PROJECT LIMITS OF CONSTRUCTION.
18. WHEN CATTLE OR LIVESTOCK ARE PRESENT ALONG THE PIPELINE ROUTE, CONTRACTOR SHALL INSTALL ORANGE SAFETY FENCING WITH T-POSTS AROUND OPEN EXCAVATION/TRENCHES AT THE END OF EACH WORK DAY TO PREVENT CATTLE FROM FALLING INTO EXCAVATIONS/TRENCHES. FENCING SHALL BE REMOVED UPON BACKFILLING OF TRENCH.
19. ALL STEEL AND IRON MATERIALS MUST COMPLY WITH 23 CFR 635.410 PROVISIONS OF BUY AMERICA FORM 1818 (MATERIAL STATEMENT), ALONG WITH ALL REQUIRED ATTACHMENTS MUST BE SUBMITTED AND APPROVED PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION, AS EVIDENCE OF COMPLIANCE WITH AFOREMENTIONED PROVISIONS.

SURVEY NOTES:

COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE 4203.

TO CONVERT COORDINATES AND DISTANCES TO GRID VALUES MULTIPLY BY A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99987650.
ELEVATIONS REPORTED ARE NAVD88 ORTHOMETRIC GPS HEIGHTS.

PT#	NORTHING	EASTING	ELEV.	DESC.
200	10177084.5724	3194178.4180	634.68	TPT-BOD/W
552	10176600.8393	3191972.8074	635.63	TPT-IRSC-ALUM
553	10176463.9672	3192951.2414	629.23	TPT-IRSC-ALUM
554	10176624.4379	3193057.1256	615.76	TPT-IRSC-ALUM
555	10176465.1996	3193074.8365	619.63	TPT-IRSC-ALUM
556	10176561.4354	3192910.0407	626.72	TPT-IRSC-ALUM
557	10177571.3712	3192542.8408	635.96	TPT-IRSC-ALUM
558	10178891.9673	3193863.9961	639.16	TPT-MON-33495
559	10176475.3878	3193870.5708	643.13	TPT-BOD
560	10177003.3168	3193234.5922	630.53	TPT-BOD
561	10176867.4137	3192756.2531	615.12	TPT-BOD/W
570	10177828.6290	3193602.3928	626.82	TPT-BOD/W
585	10178948.9488	3193268.8805	629.99	TPT-BOD
701	10177978.3655	3194053.1543	630.27	TPT-IRSC-WILCO
702	10178633.7064	3193323.0861	638.68	TPT-IRSC-WILCO
800	10177103.2534	3193996.4473	634.25	TPT-BOD

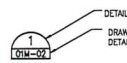
TEXT LEGEND

BASIN.....TEXT – EXISTING FACILITIES	LINE WEIGHT – EXISTING FACILITIES	BASIN.....TEXT – EXISTING CALL OUTS
BASIN.....TEXT – PROPOSED FACILITIES	LINE WEIGHT – PROPOSED FACILITIES	BASIN.....TEXT – PROPOSED CALL OUTS

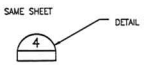
DRAWING CROSS REFERENCE SYSTEM

1. DETAILS & SECTIONS

(A) DETAIL 1 IS SHOWN ON DRAWING 01M-02



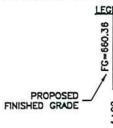
(B) DETAIL 4 IS SHOWN ON SAME SHEET



FLOOD PLAIN NOTE:

AS PER FIRM PANEL NO. 48491C0540F, DATED DECEMBER 20, 2019 THIS TRACT IS NOT WITHIN THE 100-YEAR FLOOD PLAIN.

LEGEND:



ONCOR ELECTRIC

1. OVERHEAD LINES MAY EXIST ON THE PROPERTY. WE HAVE NOT ATTEMPTED TO MARK THOSE LINES SINCE THEY ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR THINGS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. PARTIES RESPONSIBLE FOR THE WORK, INCLUDING CONTRACTORS, ARE LEGALLY RESPONSIBLE FOR SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY. TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL THE ELECTRIC SERVICE PROVIDER.

REV. NO.	DATE	DESCRIPTION		
			PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
			CHECKED BY:	JTH
			DRAWN BY:	JPGR
			DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING C-100
AUSTIN, TX 78746
TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS – JORDAN T. HURTA – 143332 – LICENSED PROFESSIONAL ENGINEER
7/11/2022

GENERAL

GENERAL NOTES - SHEET NO. 2

DATE: JULY 2022
SCALE: AS NOTED
DRAWING: 00G-03

DocuSign Envelope ID: C284B1D2-701C-4C8C-8FFB-E9E5E07AC504

PLENAME: Z:\Projects\1400-1499\20101499 - COH PD #11 - SE Loop 801 PP & 890 PP Waterlines\00 - Eng_Design\01 - Desktop\Sheet Files\00G-02-03.dwg, LAST SAVED On: Jul 07 2022 2:23pm, PLOTTED By: FDALNOO, On: Jul 14 2022 11:22am, CFG

DocuSign Envelope ID: C284B1D2-701C-4C8C-8FFB-E9E5E07AC504

A/C	AIR CONDITIONING
A/E	ARCHITECT/ENGINEER
A	ARCHITECTURAL (DWG DISCIPLINE), AMP
AB	ANCHOR BOLT
ABC	AGGREGATE BASE COURSE
ABAN	ABANDON
AC	ALTERNATING CURRENT
ACK	ACKNOWLEDGE
ACP	ACOUSTIC CEILING PANEL, ASPHALTIC CONCRETE PAVEMENT
ACST	ACOUSTIC
AD	ADDENDUM, AREA DRAIN
ADDL	ADDITIONAL
ADH	ADHESIVE
ADJ	ADJUSTABLE, ADJACENT
AF	AMP. FRAME, AMP FUSE
AFF	ABOVE FINISH FLOOR
AFG	ABOVE FINISH GRADE
AGGR	AGGREGATE
AI	AREA INLET
AIC	AMPS INTERRUPTING CAPACITY
ALIG	ALIGNMENT
ALUM	ALUMINUM
ALT	ALTERNATE, ALTITUDE
AM	ACOUSTICAL MATERIAL
AMB	AMBIENT
ANC	ANCHOR
AP	ACCESS PANEL
APRX	APPROXIMATE
APVD	APPROVED
ARCH	ARCHITECTURAL
ARV	AIR RELEASE VALVE
ASSY	ASSEMBLY
AT	AMP. TRIP
ATC	ACOUSTICAL TILE CEILING
ATM	ATMOSPHERE
AUTO	AUTOMATIC
AUX	AUXILIARY
AVE	AVENUE
AVG	AVERAGE
AWG	AMERICAN WIRE GAGE
AWT	ACOUSTICAL WALL TILE
B/B	BACK TO BACK
BAL	BALANCE
BBD	BULLETIN BOARD
BC	BASE CABINET, BOTTOM CHORD, BOLT CENTER, BOLT CIRCLE
BD	BOARD
BE	BOTH ENDS, BELL END
BF	BOTH FACES, BOTTOM FACE, BLIND FLANGE, BOARD FEET
BITUM	BITUMINOUS
BKG	BACKING
BL	BASELINE
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BENCHMARK, BEAM
BOC	BACK OF CURB
BOD	BOTTOM OF DUCT
BOC	BOTTOM OF GRILLE
BOL	BOTTOM OF LOUVER
BOP	BOTTOM OF PIPE
BOR	BOTTOM OF REGISTER
BOT	BOTTOM
BOU	BOTTOM OF UNIT
BP	BASE PLATE
BRG	BEARING
BRGP	BEARING PLATE
BRKT	BRACKET
BS	BOTH SIDES
BTU	BRITISH THERMAL UNIT
BTW	BETWEEN
BUTTWLD	BUTT WELD
BU	BELL UP, BUILT UP
BUR	BUILT-UP ROOFING
BV	BALL VALVE
BW	BOTH WAYS, BACKWASH (SLUDGE)
BYP	BYPASS
C TO C	CENTER TO CENTER
C&G	CURB & GUTTER
C	CHANNEL SHAPE, CENTIGRADE, CONDUIT, CIVIL (DRAWING DISCIPLINE)
CAB	CABINET
CAP	CAPACITY
CAT	CATALOG
CAV	CAVITY, COMBINATION AIR/VACUUM RELEASE VALVE
CB	CATCH BASIN
CCB	CONCRETE BLOCK
CCW	COUNTER CLOCKWISE
CDF	CONTROLLED DENSITY FILL
CE	CONCRETE EDGE, CLARIFIED EFFLUENT
CER	CERAMIC
CF	CUBIC FEET (FOOT)
CFL	COUNTER FLASHING
CHFR	CHAMFER
CHBD	CHALKBOARD
CHD	CHORD
CHH	COMMUNICATION HANDHOLD
CI	CURB INLET
CIP	CLEAN IN PLACE, CAST-IN-PLACE
CIPB	CONCRETE INTERLOCKING PAVER BALLAST
CIRC	CIRCULATION, CIRCULAR
CJ	CONSTRUCTION JOINT
CKT	CIRCUIT
CL	CENTERLINE, CLASS, CLOSE
CLG	CEILING
CLJ	CONTROL JOINT
CLKG	CAULKING
CLR	CLEAR
CMH	COMMUNICATION MANHOLE
CMU	CONCRETE MASONRY UNIT
CO	CLEAN OUT, CONCRETE OPENING
COL	COLUMN
COM	COMMON
COMB	COMBINATION
COMM	COMMUNICATION
COMP	COMPOSITION, COMPRESSIBLE, COMPOSITE
CONC	CONCENTRIC, CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
COOR	COORDINATE
CORR	CORROSIVE, CORRUGATED
CP	CHECKER PLATE, CONTROL POINT
CPLG	COUPLING
CPVC	POLYVINYL CHLORIDE
CRL	CORROSION RESISTANT LINING
CS	CHLORINE SOLUTION
CSC	COMPRESSION SLEEVE COUPLING
CSK	COUNTERSINK
CSS	CLINIC SERVICE SINK
CT	CERAMIC TILE
CTR	CENTER
CTRL	CONTROL
CVAC	CHLORINE VACUUM
CVT	CULVERT
CU	COPPER, CUBIC
CW	CLOCKWISE
CY	CUBIC YARD
d	PENNY (NAIL MEASURE)
D	DEEP, DIFFUSER
DB	DUCT BANK, DECIBEL, DRY BULB
DBA	DEFORMED BAR ANCHOR
DBL	DOUBLE
DC	DIRECT CURRENT
DEG	DEGREE
DEG C	DEGREE CENTIGRADE
DEG F	DEGREE FAHRENHEIT
DEMO	DEMOLITION
DEP	DEPRESSED
DEPT	DEPARTMENT
DET	DETAIL
DH	DISCHARGE HEADER
DI	DROP INLET, DUCTILE IRON
DIA	DIAMETER
DIAG	DIAGONAL, DIAGRAM
DIFF	DIFFERENTIAL, DIFFERENCE
DIM	DIMENSION
DISCH	DISCHARGE
DIST	DISTANCE, DISTRIBUTION
DIV	DIVISION
DL	DEAD LOAD
DMJ	DOUBLE MECHANICAL JOINT
DMPF	DAMP PROOFING
DN	DOWN
DO	DISSOLVED OXYGEN, DITTO
DP	DEPTH
DPDT	DOUBLE POLE, DOUBLE THROW
DPST	DOUBLE POLE, SINGLE THROW
DR	DRAIN
DS	DOWN SPOUT
DT	DOUBLE TEE, DRIP TRAP ASSEMBLY
DUP	DUPLICATE
DWG	DRAWING
DWL	DOWEL
DWR	DRAWER
E	EAST, ELECTRICAL (DWG DISCIPLINE)
EA	EACH, EXHAUST AIR
EC	ELECTRICAL CONTRACTOR
ECC	ECCENTRIC
ED	EQUIPMENT DRAIN
EDB	ELECTRICAL DUCT BANK
EE	EACH END
EF	EACH FACE
EFF	EFFLUENT, EFFICIENCY
EHH	ELECTRICAL HANDHOLE
EIFS	EXTERIOR INSULATION & FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELBOW
ELEC	ELECTRICAL
ELEV	ELEVATION
EMBD	EMBEDDED
EMER	EMERGENCY
EMH	ELECTRICAL MANHOLE
ENCL	ENCLOSURE
ENGR	ENGINEER
ENTR	ENTRANCE
EOP	EDGE OF PAVEMENT
EQ	EQUAL
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
ES	EACH SIDE, EQUAL SPACE, EMERGENCY SHOWER
ESEW	EMERGENCY SHOWER AND EYE WASH
EST	ESTIMATE, ELEVATED STORAGE TANK
EW	EACH WAY, EMERGENCY EYE/FACE WASH
EWC	ELECTRIC WATER COOLER
EXC	EXCAVATION
EXH	EXHAUST
EXST	EXISTING
EXP	EXPANSION, EXPOSED
EXT	EXTERIOR, EXTERNAL, EXTENSION
F&B	FACE & BYPASS
F TO F	FACE TO FACE
FAB	FABRICATE
FB	FLOOR BEAM
FBD	FIBERBOARD
FBC	FIBERGLASS
FBM	BOARD FOOT MEASURE
FBO	FURNISHED BY OWNER
FC	FLUSHING CONNECTION, FERRIC CHLORIDE
FCA	FLANGED COUPLING ADAPTOR
FD	FLOOR DRAIN
FDC	FLEXIBLE DUCT CONNECTION
FDTN	FOUNDATION
FDR	FEEDER
FE	FLANGED END
FEC	FIRE EXTINGUISHER CABINET
FES	FLARED AND SECTION
FEXT	FIRE EXTINGUISHER
FF	FAR FACE, FACTORY FINISH, FLAT FACE, FINISH FLOOR
FG	FINISH GRADE
FIG	FIGURE
FH	FIRE HYDRANT
FIN	FINISH
FJT	FLUSH JOINT
FL	FLOW, FLOW LINE
FLEX	FLEXIBLE
FLG	FLANGE
FLOR	FLUORESCENT
FLR	FLOOR
FLS	FLASHING, FLUSH
FO	FINISHED OPENING, FIBER OPTIC
FM	FORCE MAIN
FN	FENCE
FOB	FLAT ON BOTTOM
FOC	FACE OF CONCRETE, FACE OF CURB
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUDS
FOT	FLAT ON TOP
FPT	FEMALE PIPE THREAD
FR	FRAME
FRP	FIBERGLASS REINFORCED PLASTIC
FRTM	FIRE RETARDANT TREATED MATERIAL
FS	FLOOR SINK, FAR SIDE
FT	FEET, FOOT
FTG	FOOTING, FITTING
FUR	FURRED, FURRING
FURN	FURNITURE, FURNISH
FUT	FUTURE
FV	FACE VELOCITY
FW	FIELD WELD, FIRE WALL
FWD	FORWARD
FWE	FURNISH WITH EQUIPMENT
FXTR	FIXTURE
G	GRILLE, GROUND, GENERAL (DWG DISCIPLINE)
GA	GAGE (METAL THICKNESS)
GAL	GALLON
GALV	GALVANIZED
GB	GRAB BAR, GRADE BREAK
GC	GROOVED COUPLING
GD	GUARD
GEN	GENERAL
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFMU	GROUND FACE MASONRY UNIT
GG	GUTTER GRADE
GJ	GROOVED JOINT
GL	GLASS
GLB	GLASS BLOCK
GND	GROUND
GP	GUY POLE
GR	GRADE
GRTG	GRATING
GSB	GYPSUM SHEATHING BOARD
GST	GROUND STORAGE TANK
GT	GREASE TRAP
GVL	GRAVEL
GWB	GYPSUM WALLBOARD
GYP	GYPSUM HEADBOARD
H	HIGH
HB	HOSE BIBB
HBD	HARDBOARD
HC	HANDICAPPED, HOLLOW CORE, HORIZONTAL CURVE
HC	HORIZONTAL CENTERLINE
HDR	HEADER
HDW	HARDWARE
HEX	HEXAGONAL
HGR	HANGER
HH	HANDHOLE
HID	HIGH INTENSITY DISCHARGE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HP	HIGH POINT, HORSEPOWER
HPC	HORIZONTAL POINT OF CURVATURE
HPS	HIGH PRESSURE SODIUM
HPT	HORIZONTAL POINT OF TANGENCY
HR	HOSE REEL, HOUR
HS	HEADED STUD, HIGH STRENGTH
HSS	HOLLOW STRUCTURAL SHAPE
HT	HEIGHT
HTG	HEATING
HV	HIGH VOLTAGE
HVAC	HEATING, VENTILATION, & AIR CONDITIONING
HWD	HARDWOOD
HWL	HIGH WATER LEVEL
HYD	HYDRAULIC
HZ	HERTZ, CYCLES PER SECOND
I	INSTRUMENTATION (DWG DISCIPLINE)
ID	INSIDE DIAMETER, INTERIOR DIMENSION
IE	INVERT ELEVATION
IF	INSIDE FACE
IH	INTAKE HOOD
IMP	IMPACT
IN	INCH
INC	INCLUDE, INCANDESCENT
INF	INFLUENT
INSTR	INSTRUMENTATION
INSUL	INSULATION
INT	INTERIOR, INTERSECTION
INTR	INTERMEDIATE, INTERIOR
INV	INVERT
IPS	IRON PIPE SIZE
IPT	INTERNAL PIPE THREAD
IR	INSIDE RADIUS
IRR	IRRIGATION
ISO	ISOMETRIC
JB	JUNCTION BOX
JCT	JUNCTION
JF	JOINT FILLER
JST	JOIST
JT	JOINT
K	KIP
KB	KNEE BRACE
KCMIL	THOUSAND CIRCULAR MILS
KD	KNOCK DOWN
KO	KNOCK OUT
KSI	KIPS PER SQUARE INCH
L	ANGLE, LENGTH, LAVATORY
LAD	LADDER
LAM	LAMINATE
LATL	LATERAL
LB	LAG BOLT, POUND
LCTB	LIQUID CHALK AND TACK BOARD
LDG	LANDING
LDR	LEADER
LE	LIFTING EYE
LF	LINEAR FOOT
LG	LONG
LH	LEFT HAND
LIN	LINEAR
LIQ	LIQUID
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LMLU	LIQUID MARKER LECTURE UNIT
LNG	LONGITUDINAL
LOC	LOCATION
LP	LOW POINT
LPA	LOW PRESSURE AIR
LPS	LOW PRESSURE SODIUM
LR	LONG RADIUS
LT	LEFT
LTD	LIMITED
LTG	LIGHTING
LTL	LINTEL
LTNG	LIGHTING
LV	LOW VOLTAGE
LVR	LOUVER
LW	LIGHTWEIGHT
LWC	LIGHTWEIGHT CONCRETE
LWL	LOW WATER LEVEL
M	MECHANICAL (DWG DISCIPLINE)
MA	MIXED AIR
MACH	MACHINED
MAINT	MAINTENANCE
MAN	MANUAL
MATL	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MBR	MEMBER
MC	MECHANICAL CONTRACTOR, MECHANICAL COUPLING
MCB	METAL CORNER BEAD
MCJ	MASONRY CONTROL JOINT
MDMJ	MODIFIED DOUBLE MECHANICAL JOINT
MECH	MECHANICAL
MED	MEDIUM
MFR	MANUFACTURER
MH	MANHOLE, METAL HALIDE
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
ML	MIXED LIQUOR
MLO	MAIN LUGS ONLY
MMB	MEMBRANE
MO	MASONRY OPENING
MOD	MODULAR, MODIFY
MON	MONUMENT
MPT	MALE PIPE THREAD
MRGWB	MOISTURE RESISTANT GYPSUM WALLBOARD
MS	MOP SINK
MSL	MEAN SEA LEVEL
MT	MOUNT
MU	MASONRY UNIT
MULL	MULLION
MV	MEDIUM VOLTAGE
MW	MONITORING WELL
N	NORTH, NEUTRAL
NA	NOT APPLICABLE
NAT	NATURAL
NC	NORMALLY CLOSED
NEG	NEGATIVE
NF	NEAR FACE, NON-FUSED
NFV	NOT FIELD VERIFIED
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN, NUMBER
NOM	NOMINAL
NPS	NOMINAL PIPE SIZE
NPW	NON-POTABLE WATER
NPT	NATIONAL PIPE THREAD
NS	NEAR SIDE
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
O TO O	OUT-TO-OUT
OA	OUTSIDE AIR, OVERALL
OC	ON CENTER
OCPD	OVER CURRENT PROTECTION DEVICE
OD	OUTSIDE DIAMETER
OED	OPEN END DUCT
OF	OUTSIDE FACE, OFFICE FURNISHING
OG	ORIGINAL GROUND
OH	OVERHEAD
OHP	OVERHEAD POWER
OPNG	OPENING
OPP	OPPOSITE
OPT	OPTIONAL
OR	OUTSIDE RADIUS
ORD	OVERFLOW ROOF DRAIN
ORIG	ORIGINAL
OUT	OUTFALL
OVFL	OVERFLOW
OVHG	OVERHANG
OZ	OUNCE
P	PAINT, PROCESS (DWG DISCIPLINE)
PA	PUBLIC ADDRESS, PRESSURIZED AIR
PAR	PARALLEL, PARAPET
PB	PANIC BAR, PULL BOX
PBD	PARTICLE BOARD
PC	POINT OF CURVE, PIECE, PRECAST
PCC	POINT OF COMPOUND CURVATURE
PCF	POUNDS PER CUBIC FOOT
PCT	PERCENT
PE	PLAIN END
PED	PEDESTAL
PEN	PENETRATION
PERF	PERFORATED
PERM	PERMANENT
PERP	PERPENDICULAR
PF	POWER FACTOR
PFMU	PREFACED MASONRY UNIT
PFS	POLYMER FEED SOLUTION
PH	PHASE
PI	POINT OF INTERSECTION
PKG	PACKAGE
PL	PLATE, PROPERTY LINE
PLAS	PLASTER
PLAT	PLATFORM
PLBG	PLUMBING
PLF	POUND PER LINEAR FOOT
PNEU	PNEUMATIC
POL	POLISH
POS	POSITIVE, POSITION
PP	POLYPROPYLENE, POWER POLE
PRC	POINT OF REVERSE CURVATURE
PREF	PREFINISHED
PREFAB	PREFABRICATED
PRELIM	PRELIMINARY
PREP	PREPARE
PRES	PRESSURE
PRI	PRIMARY
PROP	PROPERTY
PROT	PROTECTION
PS	PIPE SUPPORT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PSIG	POUNDS PER SQUARE INCH GAGE
PST	PRESTRESSED
PT	POINT, POINT OF TANGENCY
PTN	PARTITION
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PW	POTABLE WATER
PWD	PLYWOOD
PWJ	PLYWOOD WEB JOIST
PZ	PIEZOMETER
Q	RATE OF FLOW
QT	QUARRY TILE
QTR	QUARTER
QTY	QUANTITY
QUAL	QUALITY
R&R	REMOVE AND REPLACE
R&S	REMOVE AND SALVAGE
R	RADIUS, REGISTER, RISER
RA	RETURN AIR
RAS	RETURN ACTIVATED SLUDGE
RB	RESILIENT BASE, ROCK BERM
RCP	REINFORCED CONCRETE PIPE
RCPT	RECEPTACLE
RD	ROOF DRAIN
REC	RECESS
RECD	RECEIVED
RECT	RECTANGULAR
RED	REDUCER
REF	REFERENCE
REINF	REINFORCING
REM	REMOVE
REQD	REQUIRED
RESIL	RESILIENT
RET	RETAINING, RETURN
REV	REVISION, REVERSE
RF	RESILIENT FLOORING
RFG	ROOFING
RFL	REFLECTED, REFLECTOR
RGH	ROUGH
RGS	RIGID GALVANIZED STEEL
RGS-PVC	PVC COATED RGS
RH	RELIEF HOOD, RIGHT HAND, RELATIVE HUMIDITY
RL	REQUIRED LAP
RLFA	RELIEF AIR
RND	ROUND
RNG	RUNNING
RO	ROUGH OPENING
ROW	RIGHT OF WAY
RPM	REVOLUTIONS PER MINUTE
RR	RAILROAD
RS	RAW SEWAGE
RSG	ROUND SLIDE GATE
RSP	ROCK SLOPE PROTECTION
RT	RIGHT
RVT	RESILIENT VINYL TILE
RW	RECLAIMED WATER LINE
RWL	RE-USE WATER LINE
RY	READY
S	SOUTH, SINK, STRUCTURAL (DWG)
SA	SUPPLY AIR
SAMU	SOUND ABSORBING MASONRY UNIT
SAN	SANITARY
SB	SPLASH BLOCK, SODIUM BISULFATE
SC	SOLID CORE, SCUM
SCBA	SELF CONTAINED BREATHING APPARATUS
SCH	SCHEDULE
SCHEM	SCHEMATIC
SCN	SCREEN
SE	STEEL/ALUMINUM EDGE
SEC	SECONDARY, SECONDS
SECT	SECTION
SEP	SEPARATE
SF	SQUARE FOOT
SG	SHEET GLASS, SEALANT GROOVE, SLIDE GATE (SQUARE/RECTANGULAR)
SH	SHOWER, SUCTION HEADER
SHT	SHEET
SHTG	SHEATHING
SIL	SILENCE
SIM	SIMILAR
SL	SLUDGE LINE
SLTD	SLOTTED
SLV	SLEEVE
SMLS	SEAMLESS
SN	SUPERNATANT
SOG	SLAB ON GRADE
SP	SOUNDPROOF, STANDPIPE
SPA	SPACING
SPEC	SPECIFICATION
SPLY	SUPPLY
SPST	SINGLE POLE SINGLE THROW
SPT	SET POINT
SQ	SQUARE
SR	SHORT RADIUS
SS	SERVICE SINK
SST	STAINLESS STEEL
ST	STREET
STA	STATION
STD	STANDARD
STIF	STIFFENER
STIR	STIRRUP
STL	STEEL
STM	STORM SEWER
STOR	STORAGE
STR	STRUCTURAL, STRAIGHT
SUB	SUBSTITUTE
SUC	SUCTION
SUSP	SUSPENDED
SWD	SIDEWATER DEPTH
SY	SQUARE YARD
SYM	SYMBOL
SYMM	SYMMETRICAL
SYN	SYNTHETIC
SYS	SYSTEM
T&B	TOP AND BOTTOM
T&G	TONGUE AND GROOVE
T	TILE, TREAD
TA	TOILET ACCESSORY, TEMPERED AIR
TAN	TANGENT
TBM	TEMPORARY BENCHMARK
TCE	TEMPORARY CONSTRUCTION EASEMENT
TEF	TROWELED EPOXY FLOORING
TEMP	TEMPORARY, TEMPERATURE
THD	THREAD
THK	THICK
THRESH	THRESHOLD
THRU	THROUGH
TKBD	TACK BOARD
TOB	TOP OF BOLT, TOP OF BANK, TOP OF BEAM
TOC	TOP OF CURB, TOP OF CONCRETE
TOD	TOP OF DUCT
TOF	TOP OF FOOTING
TOG	TOP OF GRATING
TOL	TOLERANCE, TOP OF LEDGER
TOM	TOP OF MASONRY
TOP	TOP OF PLATE
TOPO	TOPOGRAPHY
TOS	TOP OF SLAB, TOP OF STEEL
TW	TOP OF WALL
TP	TOILET PARTITION, TELEPHONE POLE, TOE PLATE, TREE PROTECTION, TRAP PRIMER
TPD	TOILET PAPER DISPENSER
TPG	TOPPING
TR	TRANSOM
TRANS	TRANSITION
TRD	TRENCH DRAIN
TS	THICKENED SLUDGE
TYP	TYPICAL
U	URINAL
UG	UNDERGROUND
ULT	ULTIMATE
UNFN	UNFINISHED
UNO	UNLESS NOTED OTHERWISE
UTIL	UTILITY
V	VENT, VELOCITY, VOLT
VA	VOLT AMPERE
VAC	VACUUM
VAR	VARNISH, VARIABLE, VOLT AMPERES REACTIVE
VB	VAPOR BARRIER, VINYL BASE, VALVE BOX
VC	VERTICAL CURVE
VCT	VINYL COMPOSITION TILE, VERTICAL CENTERLINE
VEL	VELOCITY
VENT	VENTILATION
VERT	VERTICAL
VG	VERTICAL GRAIN
VIF	VERIFY IN FIELD
VIN	VINYL
VS	VERSUS, VAPOR SEAL
VOL	VOLUME
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
VTR	VENT THROUGH ROOF
VWC	VINYL WALL COVERING
W/	WITH
W/O	WITHOUT
W	WATT, WEST, WIDE, WINDOW, WIRE, WIDE FLANGE BEAM, POTABLE WATER LINE
WAS	WASTE ACTIVATED SLUDGE
WB	WOOD BASE
WC	WATER CLOSET, WATER COLUMN, WELL COLLECTION LINE
WD	WOOD, WIDTH
WF	WIDE FLANGE, WASH FOUNTAIN
WG	WIRE GLASS, WATER GAGE, WEIR GATE
WH	WALL HYDRANT, WEEP HOLE
WI	WROUGHT IRON
WL	WATER LEVEL, POTABLE WATERLINE
WLD	WELDED
WM	WIRE MESH
WP	WATERPROOF, WORKING POINT
WTHP	WEATHERPROOF
WS	WATERSTOP, WATER SURFACE
WSCT	WAINSCOT
WT	WEIGHT, WATER TIGHT
WW	SANITARY SEWER
WWF	WELDED WIRE FABRIC
XP	EXPLOSION PROOF
XS	EXTRA STRONG
XXS	DOUBLE EXTRA STRONG
XSECT	CROSS SECTION
YH	YARD HYDRANT
YS	YIELD STRENGTH

GENERAL NOTES:

1. THESE ABBREVIATIONS APPLY TO THE ENTIRE SET OF CONTRACT DRAWINGS.
2. LISTING OF ABBREVIATIONS DOES NOT IMPLY ALL ABBREVIATIONS ARE USED IN THE CONTRACT DRAWINGS.
3. ABBREVIATIONS SHOWN ON THIS DRAWING INCLUDE VARIATION OF THE WORD, FOR EXAMPLE, "MOD": MAY MEAN MODIFY OR MODIFICATION; "INC" MAY MEAN INCLUDED OR INCLUDING; "REINF" MAY MEAN EITHER REINFORCE OR REINFORCING.
4. SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH DRAWING FOR USAGE.

REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	WW
DESIGNED BY:	JPGR
CHECKED BY:	JTH
DRAWN BY:	JPGR
DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING C-100
AUSTIN, TX 78746
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CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED PROFESSIONAL ENGINEER
7/11/2022

GENERAL

ABBREVIATIONS

DATE: JULY 2022
SCALE: N.T.S.
DRAWING: 00G-04

FILENAME: Z:\Projects\1400-149\20101499 - COH PD #1 - FY 2022 On Demand Engineering\200 - Planning_Study\295 - Perm Design 801 PP & 890 PP Waterline with Cooley Pass\01 - Drawings\Sheet Files\000-04.dwg LAST SAVED ON: Jul 08 2022 5:45pm PLOTTED BY: POALOGO, ON: Jul 09 2022 2:37pm, CFG:

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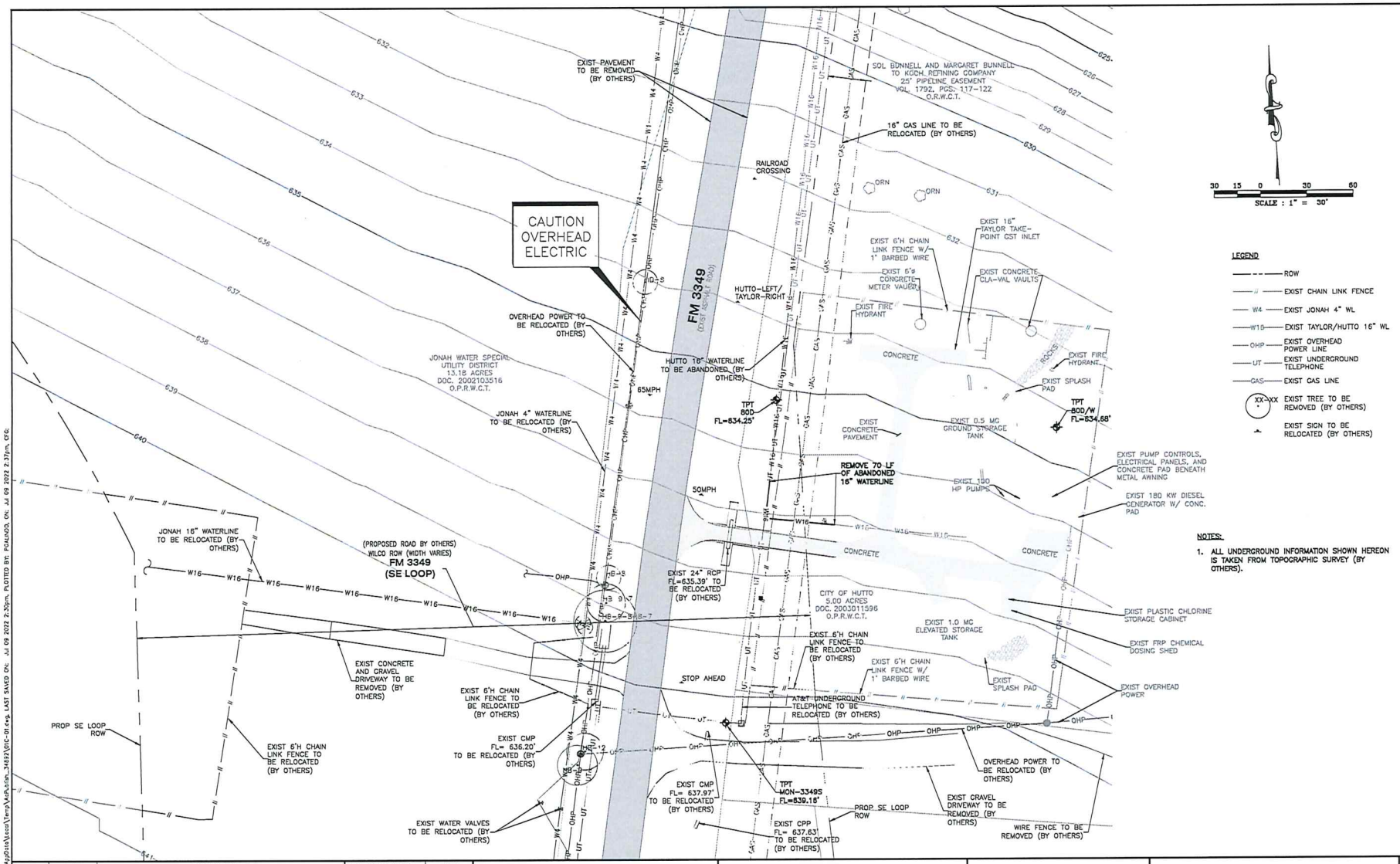

REV. NO.	DATE	DESCRIPTION		
			PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
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			DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC

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CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS
JORDAN T. HURTA
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LICENSED PROFESSIONAL ENGINEER
7/11/2022

801PP AND 890PP WATERLINES

EXISTING SITE AND DEMOLITION PLAN

DATE: JULY 2022
SCALE: 1" = 30'
DRAWING: 01C-01

FILENAME: C:\Users\jpgar\OneDrive\Documents\Projects\Hutto\SE Loop\801 & 890 PP\Drawings\Exhibits\01C-01.dwg LAST SAVED ON: JUL 09 2022 2:39pm, PLOTTED BY: POLIVOS, ON: JUL 09 2022 2:39pm, GTG

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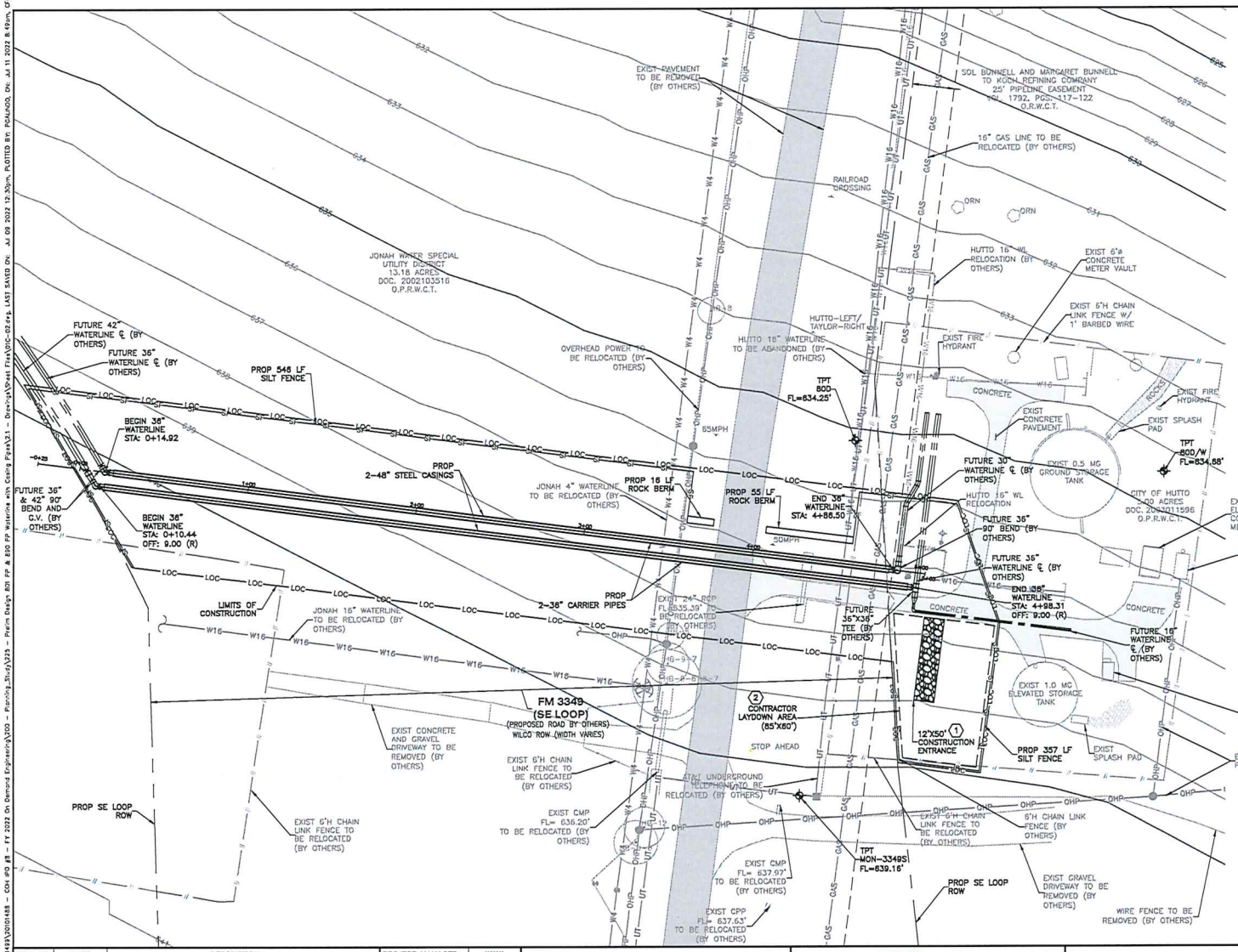

30 15 0 30 60

SCALE : 1" = 30'

LEGEND

- EXIST ROW
- EXIST CHAIN LINK FENCE
- W4 — EXIST JONAH 4" WL
- W16 — EXIST TAYLOR/HUTTO 16" WL
- OHP — EXIST OVERHEAD POWER LINE
- UT — EXIST UNDERGROUND TELEPHONE
- GAS — EXIST GAS LINE
- SF — PROP SILT FENCE
- LOC — PROP LIMITS OF CONSTRUCTION

EROSION CONTROL NOTES:

1. THE LOCATION OF THE CONCRETE WASHOUTS WILL BE DETERMINED ONCE CONSTRUCTION HAS BEGUN AND WILL BE PROPERLY NOTATED ON THE SITE MAP AT THAT TIME.
2. ALL REQUIRED NOTICES AND PERMITS MUST BE PLACED IN A HIGHLY VISIBLE LOCATION ONSITE BEFORE THE COMMENCEMENT OF CONSTRUCTION.
3. ALL EROSION AND SEDIMENTATION CONTROLS (ESC) MUST BE INSTALLED PRIOR TO ANY DISTURBANCE TO THE PROJECT SITE.
4. INSTALL SILT FENCE ACCORDINGLY FOR RUN-ON DIVERSION OR OFFSITE SEDIMENT CONTROL DEPENDING ON UP OR DOWN SLOPE, FACING POST SIDE ON THE DOWN GRADIENT SIDE.
5. ALL ESC USED ONSITE MUST BE REGULARLY MONITORED AND MAINTAINED AS NEEDED.
6. MUD AND OR DIRT TRACKED INTO THE ROADWAY MUST BE IMMEDIATELY REMOVED UPON DISCOVERY.
7. EXCESS MATERIALS THAT WILL BE TRANSPORTED TO AN OFFSITE LOCATION MUST HAVE THAT LOCATION CLEARED BY CITY INSPECTOR.
8. LOOSE TRASH AND DEBRIS MUST BE DISPOSED OF PROPERLY ONSITE.
9. CONTRACTOR SHALL MAINTAIN AND UTILIZE DUST CONTROL FOR THE DURATION OF THE PROJECT.
10. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT PREVENTS TRACKING ONTO THE PUBLIC ROADWAY ON AN ONGOING/REGULAR BASIS.
11. INITIATE TEMPORARY STABILIZATION WHEN CONSTRUCTION CEASES IN A DISTURBED AREA FOR 14 DAYS.
12. CITY INSPECTOR MAY REQUEST ADDITIONAL CONTROLS BE INSTALLED ONSITE AS NEEDED.
13. CONTRACTOR MUST REMOVE SEDIMENT FROM ALL STORM SEWER INLET BOXES, LINES, PIPES AND CULVERTS BEFORE CONDITIONAL/FINAL ACCEPTANCE CAN OBTAINED.
14. PERMITTEE SHALL INSPECT ALL INLET PROTECTION DEVICES AS PART OF THE WEEKLY SWP3 REPORT, UPON RECEIVING A FORECAST CALLING FOR A RAIN EVENT FOR AN EXTENDED PERIOD, MODIFICATION OF INLET PROTECTION SHOULD BE MADE TO PREVENT FLOODING OR PONDING OF WATER IF TRAFFIC OR PROPERTY CONCERNS ARISE.
15. ANY DE-WATERING OPERATIONS MUST BE APPROVED BY THE CITY ENVIRONMENTAL INSPECTOR BEFORE DE-WATERING OCCURS. THE DE-WATERING METHOD MUST MINIMIZE THE DISCHARGE OF SUSPENDED SEDIMENTS TO THE GREATEST EXTENT FEASIBLE.

KEY NOTES:

1. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL REMOVE CONSTRUCTION ACCESS ROAD. RESTORE ROADSIDE DITCH TO EXIST GRADE.
2. CONTRACTOR SHALL INSTALL 4'H ORANGE SAFETY FENCING AROUND LAYDOWN AREA WHERE LOCATED WITHIN PUMPING STATION FENCING.

REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	WWW
DESIGNED BY:	JPGR
CHECKED BY:	JTH
DRAWN BY:	JPGR
DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
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T.B.P.E. FIRM NO. F-13162

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS — JORDAN T. HURTA — 143332 — LICENSED PROFESSIONAL ENGINEER

7/11/2022

801PP AND 890PP WATERLINES

EROSION AND SEDIMENTATION CONTROL PLAN

DATE: JULY 2022

SCALE: 1" = 30'

DRAWING: 01C-02

FILENAME: Z:\Projects\1400-1499\20101488 — COH PO #3 — FY 2022 On Demand Engineering\200 — Planning_Study\225 — Precin Data\ 801 PP & 890 PP Waterline with Casing Figs\21 — Dwg\Sp\Post Fire\01C-02.dwg LAST SAVED ON: Jul 09 2022 12:30pm, PLOTTED BY: PDALNOO, ON: Jul 11 2022 8:49am, CFG:

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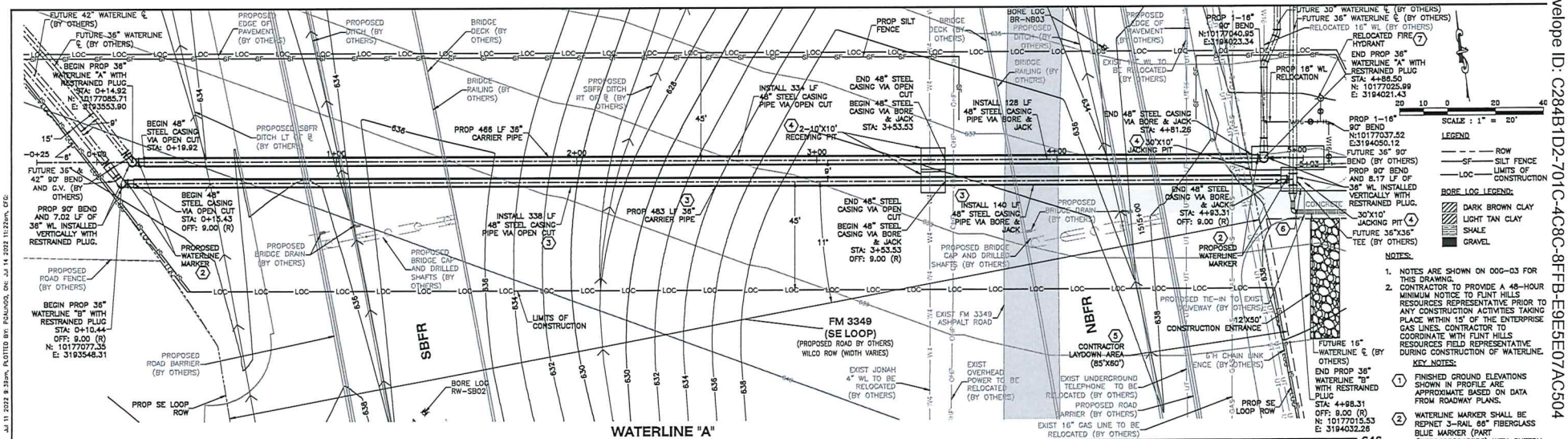


NOTES:

1. NOTES ARE SHOWN ON 00G-03 FOR THIS DRAWING.
2. CONTRACTOR TO PROVIDE A 48-HOUR MINIMUM NOTICE TO FLINT HILLS RESOURCES REPRESENTATIVE PRIOR TO ANY CONSTRUCTION ACTIVITIES TAKING PLACE WITHIN 15' OF THE ENTERPRISE GAS LINES. CONTRACTOR TO COORDINATE WITH FLINT HILLS RESOURCES FIELD REPRESENTATIVE DURING CONSTRUCTION OF WATERLINE.

KEY NOTES:

(1) FINISHED GROUND ELEVATIONS SHOWN IN PROFILE ARE APPROXIMATE BASED ON DATA FROM ROADWAY PLANS.

(2) WATERLINE MARKER SHALL BE REPNET 3-RAIL 66" FIBERGLASS BLUE MARKER (PART #RFR66C9G213330) WITH CUSTOM ADDITIONAL LETTERING TO READ "COH 5124502150"

(3) WATERLINE MATERIALS, FITTINGS, AND ELEVATIONS FOR WATERLINE "B" ARE IDENTICAL TO WATERLINE "A", QUANTITIES AND STATIONS FOR WATERLINE "A" AND "B" ARE AS SHOWN IN PLAN VIEW.

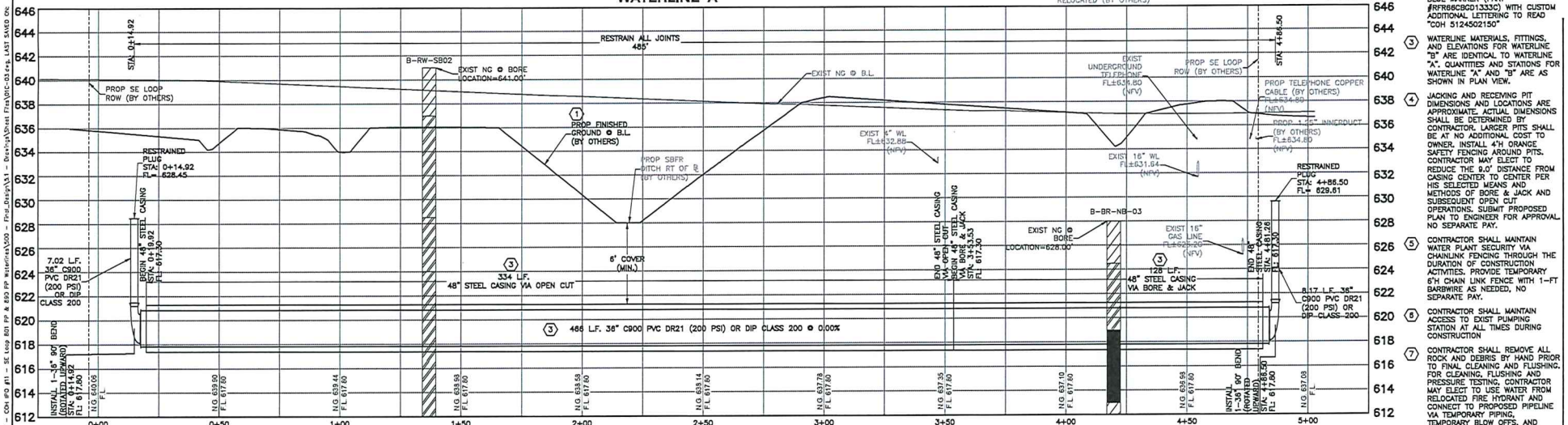
(4) JACKING AND RECEIVING PIT DIMENSIONS AND LOCATIONS ARE APPROXIMATE. ACTUAL DIMENSIONS SHALL BE DETERMINED BY CONTRACTOR. LARGER PITS SHALL BE AT NO ADDITIONAL COST TO OWNER. INSTALL 4'H ORANGE SAFETY FENCING AROUND PITS. CONTRACTOR MAY ELECT TO REDUCE THE 9.0' DISTANCE FROM CASING CENTER TO CENTER PER HIS SELECTED MEANS AND METHODS OF BORE & JACK AND SUBSEQUENT OPEN CUT OPERATIONS. SUBMIT PROPOSED PLAN TO ENGINEER FOR APPROVAL. NO SEPARATE PAY.

(5) CONTRACTOR SHALL MAINTAIN WATER PLANT SECURITY VIA CHAINLINK FENCING THROUGH THE DURATION OF CONSTRUCTION ACTIVITIES. PROVIDE TEMPORARY 6'H CHAIN LINK FENCE WITH 1-FT BARBWIRE AS NEEDED, NO SEPARATE PAY.

(6) CONTRACTOR SHALL MAINTAIN ACCESS TO EXIST PUMPING STATION AT ALL TIMES DURING CONSTRUCTION

(7) CONTRACTOR SHALL REMOVE ALL ROCK AND DEBRIS BY HAND PRIOR TO FINAL CLEANING AND FLUSHING. FOR CLEANING, FLUSHING AND PRESSURE TESTING, CONTRACTOR MAY ELECT TO USE WATER FROM RELOCATED FIRE HYDRANT AND CONNECT TO PROPOSED PIPELINE VIA TEMPORARY PIPING, TEMPORARY BLOW OFFS, AND TEMPORARY REDUCERS TO CONNECT 36" TO STANDARD HYDRANT CONNECTION. NO SEPARATE PAY.

WATERLINE "A"



REV. NO.	DATE	DESCRIPTION

PROJECT MANAGER:	WWW
DESIGNED BY:	JPGR
CHECKED BY:	JTH
DRAWN BY:	JPGR
DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC

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CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS — JORDAN T. HURTA — 143332 — LICENSED PROFESSIONAL ENGINEER

7/11/2022

801PP AND 890PP WATERLINES

801 PP AND 890 PP WATERLINES PLAN & PROFILE - STA 0+00 TO 4+78

DATE: JULY 2022

SCALE: HORIZ: 1"=20' VERT: 1"=4'

DRAWING: 01C-03

FILENAME: Z:\Projects\400-499\20101499 - COH PD pll - SE Loop 801 PP & 890 PP Waterlines\500 - Engr_Design\Civil - Docs\Civil Sheet Files\01C-03.dwg, LAST SAVED ON: Jul 11 2022 9:39pm, PLOTTED BY: FDALNOG, ON: Jul 14 2022 11:22am, OFG:

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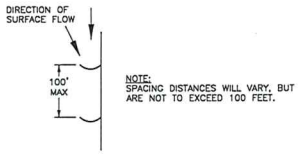
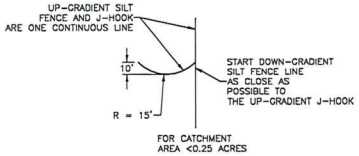
PLAN VIEW

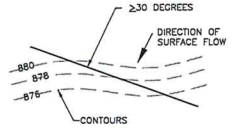
I. SPACING REQUIREMENTS



NOTE:
SPACING DISTANCES WILL VARY, BUT ARE NOT TO EXCEED 100 FEET.

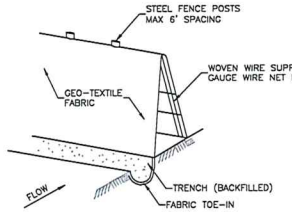
II. SIZING REQUIREMENTS



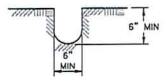


NOTE:
J-HOOKS SHALL ALSO BE USED WHEN THE SILT FENCE IS INSTALLED AT AN ANGLE OF 30 DEGREES OR GREATER FROM PARALLEL TO THE CONTOURS.

SILT FENCE J-HOOKS 2
N.T.S.



SILT FENCE DIAGRAM

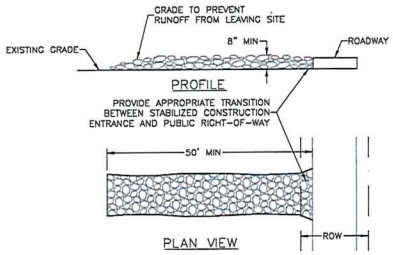


TRENCH CROSS SECTION

SILT FENCE NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CAN NOT BE TRENCHED IN (EG PAVEMENT) WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

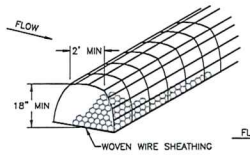
SILT FENCE DETAIL 2
N.T.S.



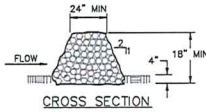
CONSTRUCTION ENTRANCE NOTES:

1. STONE SIZE: 3"-5" OPEN GRADED ROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 50 FEET.
3. THICKNESS: NOT LESS THAN 8 INCHES.
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. WASHING: WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE CONDITIONS DEMAND, AND REPAIR AND CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENTS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

STABILIZED CONSTRUCTION ENTRANCE DETAIL 3
N.T.S.



ROCK BERM



CROSS SECTION

ROCK BERM NOTES:

1. USE ONLY OPEN GRADED ROCK 4-8 INCH DIAMETER FOR STREAM FLOW CONDITIONS USE OPEN GRADED ROCK 3-5 INCH DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 1 INCH OPENING AND MINIMUM WIRE DIAMETER OF 20 GAUGE.
3. THE ROCK BERM SHALL BE INSPECTED WEEKLY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED SITE AND IN A MANNER AS TO NOT CREATE A SILTATION PROBLEM.
5. DAILY INSPECTION SHALL BE MADE ON SEVERE-SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES 6 INCHES.
6. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

ROCK BERM DETAIL 4
N.T.S.

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			PROJECT MANAGER:	WWW
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			CHECKED BY:	JTH
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			DCS PROJECT NO:	20101499

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CITY OF HUTTO

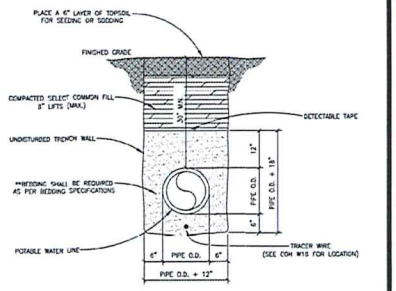
SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED PROFESSIONAL ENGINEER
7/11/2022

MISCELLANEOUS DETAILS

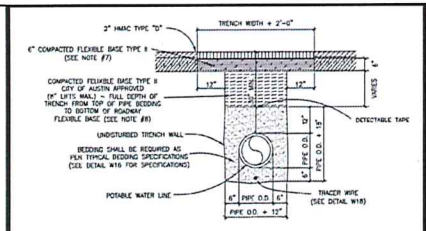
EROSION CONTROL DETAILS

DATE: JULY 2022
SCALE: N.T.S.
DRAWING: 02C-01



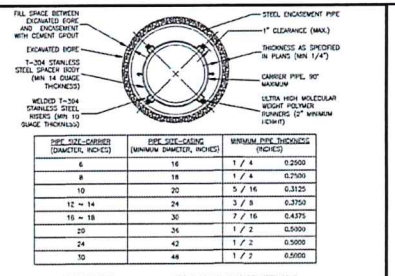
** TYPICAL BEDDING SPECIFICATIONS		
	¾" ∓	⅜"
SIEVE SIZE	% RETAINED	% RETAINED
1/2"	0	0
3/8"	0–2	5–25
4m	40–85	80–100
10m	95–100	98–100
3/4"	–	–

CITY OF HUTTO	DRAWING NO. W22
CONSTRUCTION STANDARDS AND DETAILS	UPDATED 04/01/2019
TRENCH & EMBEDMENT UNDER NON-PAVED AREAS	DRAWN BY: HB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W22.DWG



NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MINIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF ONE DENSITY TEST SHALL BE TAKEN EVERY TWO HUNDRED (100) FEET FOR EACH EIGHT (8") INCH LIFT OF SUBGRADE, AND EACH OPEN CUT CROSSING. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "THE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED ON EACH LAYER PRIOR TO ADDITIONAL BACKFILLING. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO CITY OF HUTTO.
6. GEOTECHNICAL REPORT MUST BE PROVIDED WITH THE ROAD/STREET DESIGN. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE CITY ENGINEER.
7. FLEXIBLE BASE TYPE B (ROADWAY BASE) TxDOT TYPE A – GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 98% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
8. FLEXIBLE BASE TYPE B (TRENCH BACKFILL) TxDOT TYPE A – GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED @ 90% OF TxDOT 113E AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE CITY INSPECTOR.
9. CONTRACTOR OR ENGINEER MAY REQUEST FOR USE OF ALTERNATE BACKFILL MATERIAL. ALTERNATE MATERIALS AND TESTING PROTOCOL MUST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER PRIOR TO USE.
10. DETECTABLE MARKING TAPE SHALL BE USED FOR ALL WATER LINES. THE TAPE SHALL BE BLUE, 12" WIDE, 5 MIL. THE TAPE SHALL BE PLACED AT TOP OF BEDDING.

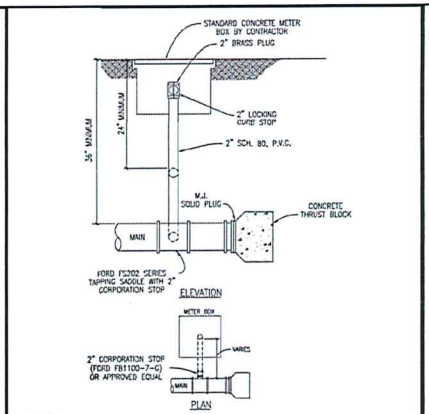
CITY OF HUTTO	DRAWING NO. W21
CONSTRUCTION STANDARDS AND DETAILS	UPDATED 04/01/2019
TRENCH AND EMBEDMENT UNDER EXISTING ROADWAY	DRAWN BY: HB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W21.DWG



PIPE SIZE-CARRIER (DIAMETER, INCHES)	PIPE SIZE-CASING (MINIMUM DIAMETER, INCHES)	MINIMUM PIPE THICKNESS (INCHES)	
6	16	1 / 4	0.2500
8	18	1 / 4	0.2500
10	20	5 / 16	0.3125
12 ~ 14	24	3 / 8	0.3750
16 ~ 18	30	7 / 16	0.4375
20	36	1 / 2	0.5000
24	42	1 / 2	0.5000
30	48	1 / 2	0.5000

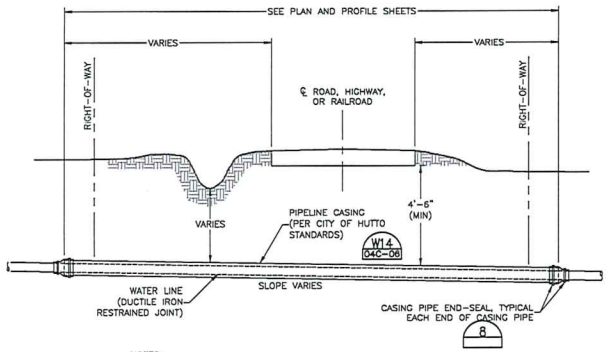
NOTES:
1. CASING SPACER CONFIGURATION AND SPACING SHALL BE AS SHOWN ON MANUFACTURER'S DRAWINGS FOR SPECIFIC WORK. THESE MUST BE ACCEPTABLE TO CITY ENGINEER.
2. CASING SPACER SHALL BE AS MANUFACTURED BY CASCADE WATERWORKS MANUFACTURING COMPANY, MODEL CCS, OR APPROVED EQUAL.
3. CASING SPACERS SHALL NOT BE PAID DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE APPROPRIATE BID ITEM.
4. DO NOT USE WEDGES BETWEEN CARRIER PIPE AND CASING.
5. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF CASING SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
6. ALL JOINTS IN ENCASEMENT SHALL BE RESTRAINED FOR WATER LINES ONLY UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.

CITY OF HUTTO	DRAWING NO. W14
CONSTRUCTION STANDARDS AND DETAILS	UPDATED 04/01/2019
PIPE ENCASEMENT	DRAWN BY: HB
ENGINEERING & PUBLIC WORKS	SCALE: N.T.S.
	FILE NAME: W14.DWG



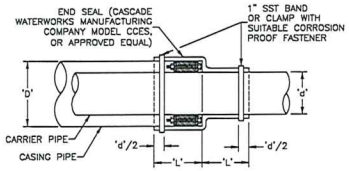
NOTES:
1. TRAFFIC BEARING METER BOXES WILL BE REQUIRED IN ALL PAVED AREAS AND AREAS WHICH MAY BE PAVED IN THE FUTURE.
2. TUBING SHALL BE CONTINUOUS FROM CORPORATION STOP TO CURB STOP. NO FITTINGS SHALL BE PERMITTED.

CITY OF HUTTO	DRAWING NO. W-09
CONSTRUCTION STANDARDS AND DETAILS	UPDATED: 11/11/11
STANDARD BLOW-OFF	DRAWN BY: MM
HUTTO UTILITY SYSTEMS	SCALE: N.T.S.
	FILE NAME: W09.DWG



NOTES:
1. TOP OF CASING PIPE SHALL BE FOUR FEET MINIMUM BELOW THE LOWEST LAND ELEVATION OR 4.5 FEET MINIMUM BELOW THE BASE OF THE RAIL, WHICHEVER YIELDS THE DEEPEST CASING DEPTH.
2. CASING DIAMETER SHALL BE IN ACCORDANCE WITH THE PLANS/BID FORM.

ROAD, HIGHWAY, OR RAILROAD PIPELINE UNDERCROSSING DETAIL 7
N.T.S.



NOTES:
1. 'L' = 'D', WITH 'L' MAX = 16".
2. BEVEL END OF CASING PIPE TO REMOVE ALL SHARP EDGES TO PREVENT DAMAGE TO THE LINER MATERIAL.
3. THE END-SEAL SHALL BE ATTACHED TO THE PIPE AND CASING SO AS TO PROVIDE A TIGHT END SEAL.
4. FOR CASINGS OVER 12 INCHES IN DIAMETER, PROVIDE TWO CLAMPS OR BANDS ON EACH END OF EACH SEAL.
5. DAMAGED OR DEFECTIVE END-SEALS SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
6. CASING PIPE SHALL HAVE END-SEALS INSTALLED ON BOTH ENDS PRIOR TO BACKFILLING ADJACENT PIPE TRENCHES.

CASING PIPE END-SEAL DETAIL 8
N.T.S.

REV. NO.	DATE	DESCRIPTION	PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
			CHECKED BY:	JTH
			DRAWN BY:	JPGR
			DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING C-100
AUSTIN, TX 78746
TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO
SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED PROFESSIONAL ENGINEER
7/11/2022

MISCELLANEOUS DETAILS

WATER DETAILS

DATE: JULY 2022
SCALE: N.T.S.
DRAWING: 02C-02

FILENAME: C:\Users\jgarcia\AppData\Local\Temp\AcPublish_34892\02C-02.dwg, LAST SAVED ON: Jul 09 2022 8:37pm, PLOTTED BY: FGALINDO, ON: Jul 09 2022 2:36pm, CTG

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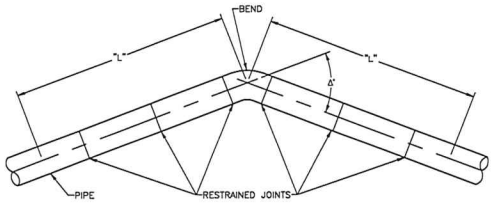
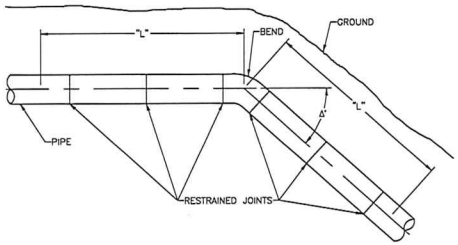
FILENAME: Z:\Projects 1400-1499\20101499 - COH IFB #3 - FY 2022 On Demand Engineering\200 - Phase2_Study\225 - Prelim Design 801 PP & 890 PP Waterline with Casing Pipes\21 - Drawings\Street Files\02C-03.dwg, LAST SAVED ON: JUL 02 2022 12:21pm, PLOTTED BY: FIGALAGO, ON: JUL 09 2022 2:35pm, DTG:



LENGTH "L" IN FEET (MIN)	
DUCTILE IRON PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (Δ°)	36" DIAMETER "L"
11.25	11
22.5	22
45	45
90	108

LENGTH "L" IN FEET (MIN)	
C-900 POLYVINYL CHLORIDE PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (Δ°)	36" DIAMETER "L"
11.25	14
22.5	27
45	56
90	135

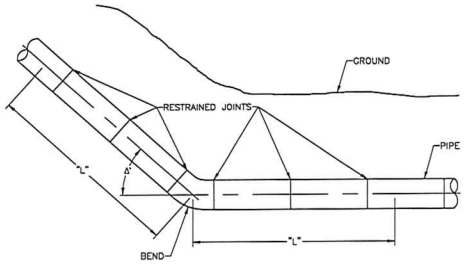
HORIZONTAL JOINT RESTRAINT (1)
N.T.S.



LENGTH "L" IN FEET (MIN)	
DUCTILE IRON PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (Δ°)	36" DIAMETER "L"
11.25	27
22.5	55
45	113

LENGTH "L" IN FEET (MIN)	
C-900 POLYVINYL CHLORIDE PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (Δ°)	36" DIAMETER "L"
11.25	49
22.5	98
45	204

VERTICAL DOWNWARD BENDS JOINT RESTRAINT (2)
N.T.S.



LENGTH "L" IN FEET (MIN)	
DUCTILE IRON PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (Δ°)	36" DIAMETER "L"
11.25	11
22.5	21
45	43

LENGTH "L" IN FEET (MIN)	
C-900 POLYVINYL CHLORIDE PIPE (WORKING PRESSURE = 200 PSI)	
ANGLE (Δ°)	36" DIAMETER "L"
11.25	17
22.5	35
45	72

VERTICAL UPWARD BENDS JOINT RESTRAINT (3)
N.T.S.

THRUST RESTRAINT SYSTEM GENERAL NOTES:

1. THRUST RESISTANT SYSTEMS HAVE BEEN DESIGNED FOR MAXIMUM LINE TEST PRESSURE PER SPECIFICATIONS.
2. BIDS SHALL BE PREPARED BASED ON USING RESTRAINED JOINTS TO RESIST THRUST LOADS AND THE RESTRAINED LENGTHS SHOWN ON THESE TABLES.
3. ALL PIPING SHALL UTILIZE RESTRAINED JOINTS FOR THE LENGTHS SPECIFIED AND FOR TEES, BENDS, AND PLUGS. THRUST BLOCKS MAY BE USED IN COMBINATION WITH JOINT RESTRAINTS ONLY AS APPROVED BY THE ENGINEER.
4. PIPE SHALL BE MANUFACTURED TO TRANSFER THRUST FORCES WITHOUT EXCEEDING ALLOWABLE STRESSES IN THE PIPE MATERIAL BY AWWA STANDARD SPECIFICATIONS.
5. WHERE THRUST BLOCKS ARE SPECIFICALLY SHOWN, THEY SHALL BE INSTALLED IN ADDITION TO MECHANICAL RESTRAINT ADAPTERS.
6. WHERE A CASED RUN OF PIPE IS LOCATED WITHIN THE LENGTH TO BE RESTRAINED, PROVIDE JOINT RESTRAINTS FROM BEND THROUGH CASING AND FOR A DISTANCE EQUAL TO THE RESTRAINED LENGTH PAST THE CASING.
7. FOR DEFLECTION ANGLES NOT SHOWN, USE THE NEXT LARGER DEFLECTION ANGLE.
8. CONCRETE FOR THRUST BLOCKS SHALL BE 3000 PSI READY-MIX CONCRETE WITH A MINIMUM OF 517 POUNDS PER CUBIC YARD TYPE 1 CEMENT AND A MAXIMUM SLUMP OF 4 INCHES.
9. WHERE JOINT RESTRAINT ZONE ENDS MID-JOINT, RESTRAIN NEXT JOINT BEYOND CASING PIPE END.

REV. NO.	DATE	DESCRIPTION		
			PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
			CHECKED BY:	JTH
			DRAWN BY:	JPGR
			DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC

DCS ENGINEERING, LLC
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AUSTIN, TX 78746
TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS — JORDAN T. HURTA — 143332 — LICENSED PROFESSIONAL ENGINEER

7/11/2022

MISCELLANEOUS DETAILS

JOINT RESTRAINT DETAILS

DATE: JULY 2022

SCALE: N.T.S.

DRAWING: 02C-03

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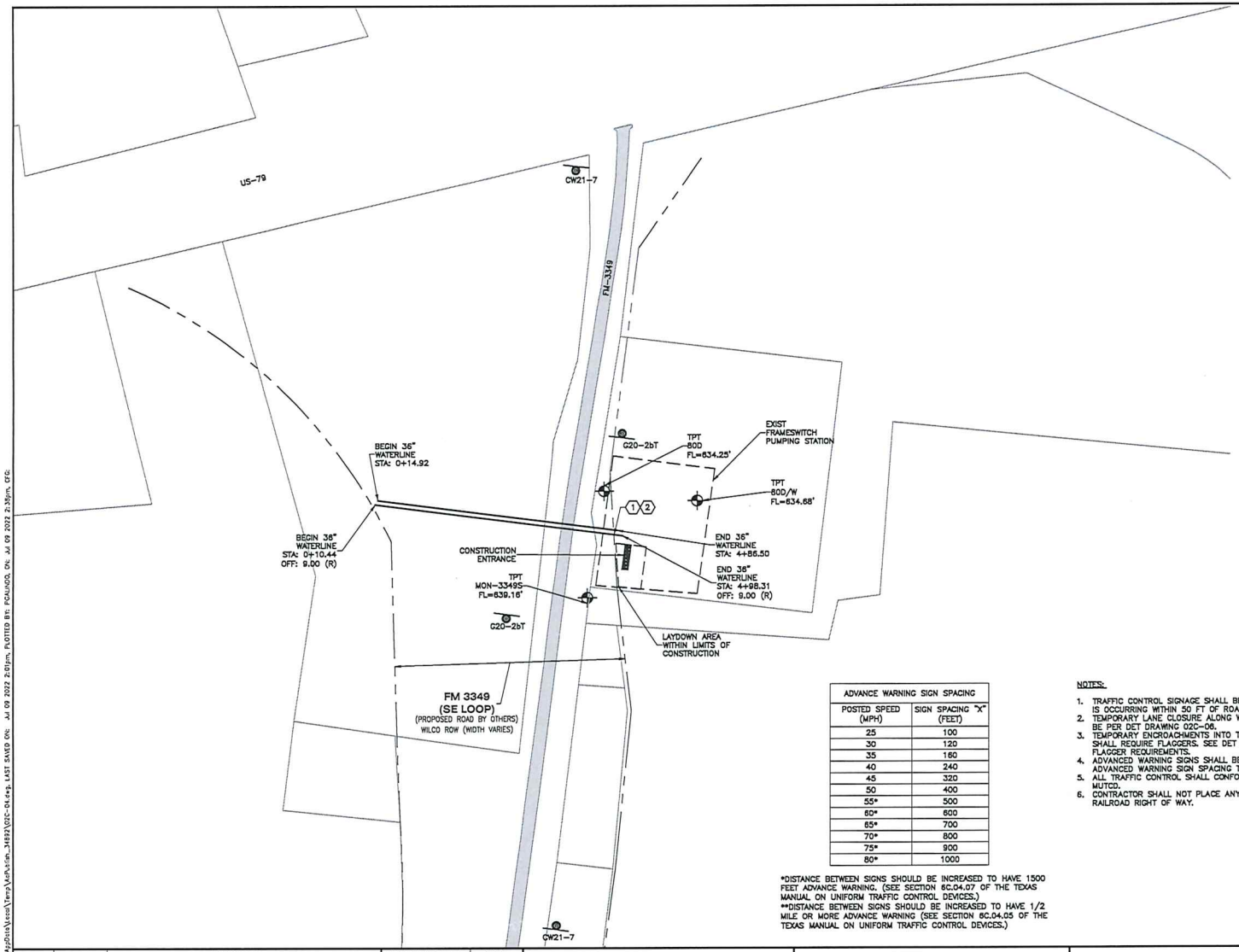

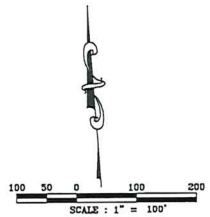

KEY NOTES:

1. CONTRACTOR SHALL MAINTAIN PUMPING STATION SITE SECURITY VIA CHAINLINK FENCING THROUGH THE DURATION OF CONSTRUCTION ACTIVITIES.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO EXIST PUMPING STATION AT ALL TIMES DURING CONSTRUCTION

ADVANCE WARNING SIGN SPACING	
POSTED SPEED (MPH)	SIGN SPACING "X" (FEET)
25	100
30	120
35	160
40	240
45	320
50	400
55*	500
60*	600
65*	700
70*	800
75*	900
80*	1000

*DISTANCE BETWEEN SIGNS SHOULD BE INCREASED TO HAVE 1500 FEET ADVANCE WARNING. (SEE SECTION 6C.04.07 OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.)
**DISTANCE BETWEEN SIGNS SHOULD BE INCREASED TO HAVE 1/2 MILE OR MORE ADVANCE WARNING (SEE SECTION 6C.04.05 OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.)

NOTES:

1. TRAFFIC CONTROL SIGNAGE SHALL BE PROVIDED WHEN WORK IS OCCURRING WITHIN 50 FT OF ROADWAY.
2. TEMPORARY LANE CLOSURE ALONG WATERLINE ROUTE SHALL BE PER DET DRAWING 02C-06.
3. TEMPORARY ENCROACHMENTS INTO THE RIGHT-OF-WAY SHALL REQUIRE FLAGGERS. SEE DET DRAWING 02C-06 FOR FLAGGER REQUIREMENTS.
4. ADVANCED WARNING SIGNS SHALL BE SPACED PER ADVANCED WARNING SIGN SPACING TABLE.
5. ALL TRAFFIC CONTROL SHALL CONFORM TO THE TEXAS MUTCD.
6. CONTRACTOR SHALL NOT PLACE ANY SIGNAGE WITHIN RAILROAD RIGHT OF WAY.

LEGEND

UTILITY WORK AHEAD — CW21-7

END WORK ZONE — G20-2bT

SIGN

REV. NO.	DATE	DESCRIPTION		
			PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
			CHECKED BY:	JTH
			DRAWN BY:	JPGR
			DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING C-100
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TEL: (512) 614-8171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS — JORDAN T. HURTA — 143332 — LICENSED PROFESSIONAL ENGINEER

7/11/2022

MISCELLANEOUS DETAILS

TRAFFIC CONTROL PLAN

DATE: JULY 2022
SCALE: 1" = 100'
DRAWING: 02C-04

FILENAME: C:\Users\jpgar\ds\Projects\Hutto\Wastewater_3492\02C-04.dgn, LAST SAVED ON: JUL 09 2022 2:01pm, PLOTTED BY: FOUNDO, ON: JUL 09 2022 2:36pm, CFG

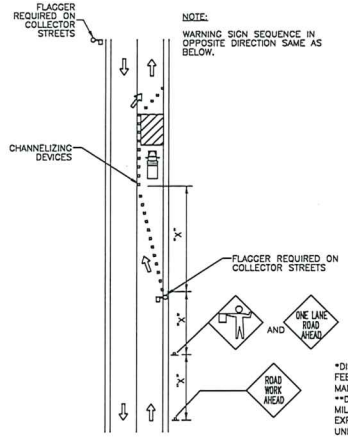
1. FOR DAYTIME WORK, THE FLAGGER SHALL WEAR AN APPROVED BRIGHTLY COLORED VEST. FOR NIGHTTIME WORK, THE VEST SHALL BE RETROFLECTIVE. THE RETRO-REFLECTIVE MATERIAL SHALL BE ORANGE, YELLOW, WHITE, SILVER, STRONG YELLOW-GREEN OR A FLOURESCENT VERSION OF THESE COLORS AND SHALL BE VISIBLE AT A MINIMUM DISTANCE OF 305 m (1,000').
2. FOR LOW-VOLUME APPLICATIONS, A SINGLE FLAGGER MAY BE ADEQUATE. WHERE ONE FLAGGER CAN BE USED, SUCH AS FOR SHORT WORK AREAS ON STRAIGHT ROADWAYS, THE FLAGGER MUST BE VISIBLE TO APPROACHING TRAFFIC FROM BOTH DIRECTIONS.
3. FLAGGERS SHALL USE ONLY STOP/SLOW PADDLE TO DIRECT TRAFFIC UNLESS WORKING IN A SIGNALIZED INTERSECTION WHERE DRIVERS MAY BE CONFUSED BY THE SIGN PADDLE. HAND SIGNAL MAY BE USED IN THESE SITUATIONS.
4. FLAGGERS SHALL ENSURE THAT ALL REQUIRED SIGNING IS IN PLACE PRIOR TO BEGINNING FLAGGING OPERATIONS.
5. FLAGGERS SHALL NOT PERFORM WORK THAT IS NOT RELATED TO FLAGGING WHILE ON DUTY.
6. FLAGGERS MAY CARRY AIR HORNS OR WHISTLES TO WARN WORKERS OF AN EMERGENCY CONDITION.
7. FLAGGERS SHALL BE REQUIRED TO USE TWO-WAY RADIOS WHEN OUT OF CLEAR VIEW OF EACH OTHER.
8. FLOODLIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AT NIGHT AS NEEDED.

TAPER LENGTHS

SPEED (kmph)	SPEED* (mph)	LENGTH (meters)	LENGTH (feet)
30	20	11	35
40	25	17	55
50	30	26	85
55	35	36	120
65	40	51	170
70	45	66	220
80	50	84	280
90	55	101	335
95	60	120	415
105	65	146	485

*POSTED SPEED

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS		FLAGGER SETUP FOR 2 LANE ROADWAY	
RECORD COPY SIGNED BY BILL GARDNER	03/13/06 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-2 3 OF 15



NOTE:

WARNING SIGN SEQUENCE IN OPPOSITE DIRECTION SAME AS BELOW.

ADVANCE WARNING SIGN SPACING	
POSTED SPEED (MPH)	SIGN SPACING "X" (FEET)
25	100
30	120
35	160
40	240
45	320
50	400
55*	500
60*	600
65*	700
70*	800
75*	900
80*	1000

*DISTANCE BETWEEN SIGNS SHOULD BE INCREASED TO HAVE 1500 FEET ADVANCE WARNING. (SEE SECTION 6C.04.07 OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES)
**DISTANCE BETWEEN SIGNS SHOULD BE INCREASED TO HAVE 1/2 MILE OR MORE ADVANCE WARNING WHEN USED ON A FREEWAY OR EXPRESSWAY. (SEE SECTION 6C.04.05 OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES)

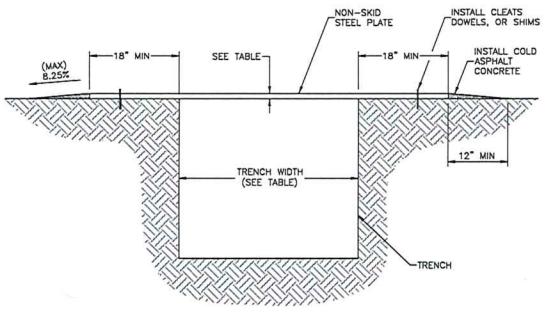
TYPICAL LANE CLOSURE (4)
N.T.S.

GENERAL NOTES:

1. TRAFFIC CONTROL SHALL BE PROVIDED WHEN WORK IS BEING PERFORMED WITHIN THE TRAVEL LANES.
2. WHEN WORK IS BEING PERFORMED WITHIN THE ROADWAY, ONE LANE SHALL REMAIN OPEN AND ACCESSIBLE TO THROUGH TRAFFIC AT ALL TIMES. NO OPEN TRENCHES WILL BE ALLOWED AT END OF WORK DAY. INSTALL STEEL PLATES PER CITY REGULATIONS WHEN WORK IN TRENCH IS NOT BEING CONDUCTED.
3. TEMPORARY LANE CLOSURES SHALL REQUIRE FLAGGER(S) AND SIGNAGE.

FLAGGER NOTES:

1. FOR DAYTIME WORK, THE FLAGGER SHALL WEAR AN APPROVED BRIGHTLY COLORED VEST. FOR NIGHTTIME WORK, THE VEST SHALL BE RETROFLECTIVE. THE RETRO-REFLECTIVE MATERIAL SHALL BE ORANGE, YELLOW, WHITE, SILVER, STRONG YELLOW-GREEN OR A FLUORESCENT VERSION OF THESE COLORS AND SHALL BE VISIBLE AT A MINIMUM DISTANCE OF (1,000').
2. FLAGGERS SHALL USE ONLY STOP/SLOW PADDLE TO DIRECT TRAFFIC.
3. FLAGGERS SHALL ENSURE THAT ALL REQUIRED SIGNING IS IN PLACE PRIOR TO BEGINNING FLAGGING OPERATIONS.
4. FLAGGERS SHALL NOT PERFORM WORK THAT IS NOT RELATED TO FLAGGING WHILE ON DUTY.
5. FLAGGERS MAY CARRY AIR HORNS OR WHISTLES TO WARN WORKERS OF AN EMERGENCY CONDITION.
6. FLAGGERS SHALL BE REQUIRED TO USE TWO-WAY RADIOS WHEN OUT OF CLEAR VIEW OF EACH OTHER.
7. FLOODLIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AT NIGHT AS NEEDED.



TEMPORARY STEEL PLATE TRENCH COVER (3)
N.T.S.

NOTES:

1. STEEL PLATES USED FOR TEMPORARY TRENCH COVERS MUST EXTEND A MINIMUM 18" BEYOND THE EDGES OF THE TRENCH.
2. THE TRENCH SHALL BE ADEQUATELY SHORED TO SUPPORT THE BRIDGING AND TRAFFIC LOADS.
3. TEMPORARY PAVING WITH COLD ASPHALT CONCRETE SHALL BE USED TO FEATHER THE EDGES OF THE PLATES.
4. BRIDGING SHALL BE SECURED AGAINST DISPLACEMENT BY USING ADJUSTABLE CLEATS, SHIMS OR OTHER DEVICES.
5. APPROACH PLATE(S) AND ENDING PLATE (IF LONGITUDINAL PLACEMENT) SHALL BE ATTACHED TO THE ROADWAY BY A MINIMUM OF TWO DOWELS PRE-DRILLED INTO THE CORNERS OF THE PLATE AND DRILLED 2" INTO THE PAVEMENT. SUBSEQUENT PLATES ARE BUTTED TO EACH OTHER. FINE GRADED ASPHALT CONCRETE SHALL BE COMPACTED TO FORM RAMPS, MAXIMUM SLOPE 8.25% WITH A MINIMUM 12" TAPER TO COVER ALL EDGES OF STEEL PLATES. WHEN STEEL PLATES ARE REMOVED, THE DOWEL HOLES IN THE PAVEMENT SHALL BE BACKFILLED WITH EITHER GRADED FINES OF ASPHALT CONCRETE MIX, CONCRETE SLURRY OR AN EQUIVALENT SLURRY SATISFACTORY TO THE ENGINEER.
6. THE FOLLOWING TABLE SHOWS THE REQUIRED MINIMAL THICKNESS OF STEEL PLATE BRIDGING REQUIRED FOR A

GIVEN TRENCH WIDTH:	MINIMUM PLATE THICKNESS:
1.0 FOOT	1/2 INCH
1.5 FEET	3/4 INCH
2.0 FEET	7/8 INCH
3.0 FEET	1 INCH
4.0 FEET	1 1/4 INCH

NOTE: FOR SPANS GREATER THAT 4 FEET, A STRUCTURAL DESIGN SHALL BE PREPARED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS.
7. STEEL PLATE BRIDGING SHALL BE STEEL PLATE DESIGNED FOR HS20-44 TRUCK LOADING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STEEL PLATES, SHORING AND ASPHALT CONCRETE RAMPS.

REV. NO.	DATE	DESCRIPTION		
			PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
			CHECKED BY:	JTH
			DRAWN BY:	JPGR
			DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING C-100
AUSTIN, TX 78746
TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13162

CITY OF HUTTO

SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED PROFESSIONAL ENGINEER
7/11/2022

MISCELLANEOUS DETAILS

TRAFFIC CONTROL DETAILS

DATE: JULY 2022
SCALE: N.T.S.
DRAWING: 02C-05

FILENAME: Z:\Projects\1400-1499\20101499 - COH IPO #3 - FY 2022 On Demand Engineering\200 - Planning_Study\225 - Prelim Design 801 PP & 890 PP Waterlines -wh Casing Fgts\21 - Drawings\Street Figs\02C-05.dwg, LAST SAVED ON: JUL 08 2022 3:10pm, PLOTTED BY: FGALINDO, ON: JUL 09 2022 2:39pm, OTG

DocuSign Envelope ID: C284B1D2-701C-4C8C-8FFB-E9E5E07AC504

DocuSign Envelope ID: C284B1D2-701C-4C8C-8FFB-E9E5E07AC504

FILENAME: Z:\Projects 1400-1699\20101499 - COH IFD #3 - FY 2022 On Demand Engineering\200 - Planning_Study\325 - Prelim Design 801 PP & 890 PP Waterline with Casing Posts\31 - Drawings\Street Files\02C-06.dgn, LAST SAVED ON: Jul 07 2022 12:20pm, PLOTTED BY: FIDALGO, ON: Jul 07 2022 2:39pm, CFG:

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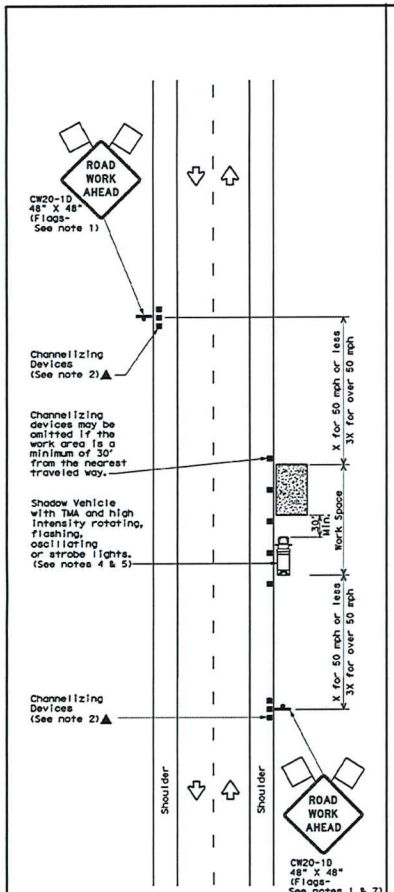
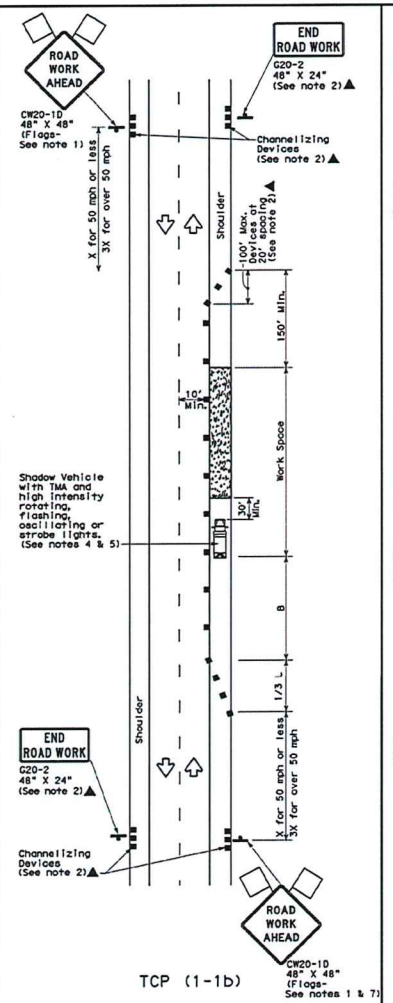
FILES:



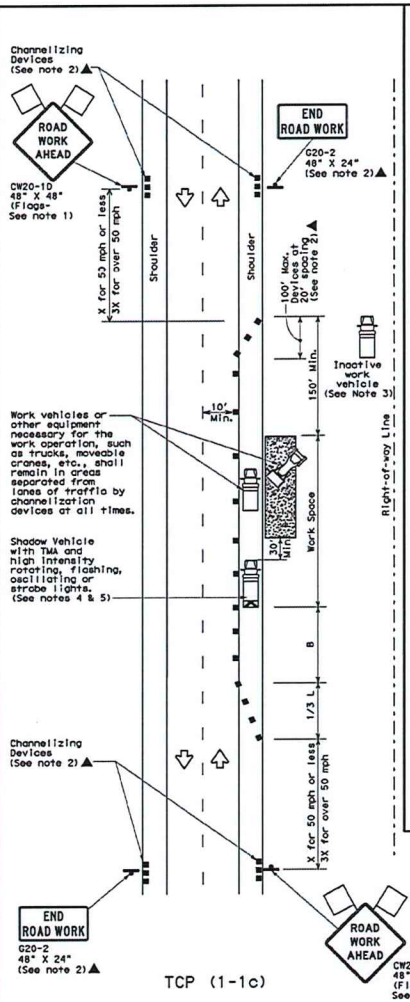
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

©TxDOT December 1985	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
2-94 2-12				
8-95				
1-97	DIST	COUNTY		SHEET NO.
4-98				

151

REV. NO.	DATE	DESCRIPTION		
			PROJECT MANAGER:	WWW
			DESIGNED BY:	JPGR
			CHECKED BY:	JTH
			DRAWN BY:	JPGR
			DCS PROJECT NO:	20101499

DCS ENGINEERING, LLC
1101 S. CAPITAL OF TEXAS HIGHWAY, BUILDING C-100
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TEL: (512) 614-6171
T.B.P.E. FIRM NO. F-13182

CITY OF HUTTO
SE LOOP 801 PP AND 890 PP WATERLINES

STATE OF TEXAS
JORDAN T. HURTA
143332
LICENSED PROFESSIONAL ENGINEER
7/11/2022

MISCELLANEOUS DETAILS
TXDOT TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD SHOULDER WORK

DATE: JULY 2022
SCALE: N.T.S.
DRAWING: 02C-06

Commissioners Court - Regular Session **83.**

Meeting Date: 03/21/2023

Hero Way Resolution for Condemnation

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 resolution determining the necessity and authorizing the use of eminent domain to condemn (13.635 acres, 0.382 acres and 0.003 acres) required for the construction of Hero Way/RM 2243. (Roy Kuchera and Alice Kuchera / Parcel 206.3) Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:07 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:22 PM
Final Approval Date: 03/16/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 13.635 acres (Parcel 206-3), 0.382 acres (Parcel 206D-3.1) and 0.003 acres (Parcel 206D-3.2) for drainage easements described by metes and bounds in Exhibits "A-C" owned by **ROY KUCHERA AND ALICE KUCHERA** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A-C" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 206 Part 3
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 206 PART 3

METES & BOUNDS DESCRIPTION FOR A 13.635 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 95.096 ACRE TRACT OF LAND AS CONVEYED TO ROY KUCHERA AND WIFE, ALICE KUCHERA BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2640, PAGE 64 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 13.635 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found at an interior corner on the west line of said Kuchera Tract, at the most easterly corner of Lot 3 of HIGHMEADOW ESTATES PHASE ONE, a subdivision as recorded in Cabinet K, Slides 297-299 of the Plat Records of Williamson County, Texas, as conveyed to Carol Stipanovic Mize and Michael Robert Mize a/k/a Michael R. Mize by General Warranty Deed recorded in Document Number 2001057234 of the Official Public Records of Williamson County, Texas; Thence, with the west line of said Kuchera Tract and the east line of said Lot 3, S 43°06'36" W a distance of 131.55 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” (NAD-83, Central Zone Grid Coordinates: N: 10,189,396.92, E: 3,090,914.03) set at the beginning of a non-tangent curve to the right, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 240.94 feet left of FM 2243 baseline station 199+58.74;

THENCE, over and across said Kuchera Tract, along said curve to the right, an arc distance of 324.30 feet, having a radius of 8,158.00 feet, a central angle of 02°16'39" and a chord which bears N 88°27'43" E a distance of 324.28 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an exterior corner of the herein described tract, 244.47 feet left of FM 2243 baseline station 202+72.59;

THENCE, continuing over and across said Kuchera Tract, S 01°37'29" W a distance of 11.01 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set at the beginning of a non-tangent curve to the right, for an interior corner of the herein described tract, 233.47 feet left of FM 2243 baseline station 202+72.35;

THENCE, continuing over and across said Kuchera Tract, along said curve to the right, an arc distance of 525.94 feet, having a radius of 8,147.00 feet, a central angle of 03°41'56" and a chord which bears S 88°33'09" E a distance of 525.85 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the northeast line of said Kuchera Tract and southwest line of a called 20.92 acre tract of land as conveyed to LCRA Transmission Services Corporation by General Warranty Deed recorded in Document Number 2016061302 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 241.43 feet left of FM 2243 baseline station 207+81.68, from which a 1/2-inch iron rod found on the northeast line of said Kuchera Tract, at the most westerly corner of said LCRA Tract, bears N 47°56'04" W a distance of 350.48 feet;

THENCE, with the northeast line of said Kuchera Tract and southwest line of said LCRA Tract, S 47°56'04" E a distance of 850.01 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the southeast corner of the herein described tract, 252.00 feet right of FM 2243 baseline station 214+68.87, from which a disturbed 1/2-inch iron rod found on the north right-of-way line of FM 2243 (80’ wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, at the most easterly corner of said Kuchera Tract and the most southerly corner of said LCRA Tract, bears S 47°56'04" E a distance of 468.57 feet;

THENCE, over and across said Kuchera Tract, N 82°24'00" W a distance of 71.32 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for a point of curvature of a curve to the left, 251.99 feet right of FM 2243 baseline station 213+97.55;

THENCE, continuing over and across said Kuchera Tract, along said curve to the left, an arc distance of 1,396.51 feet, having a radius of 8,053.00 feet, a central angle of 09°56'09" and a chord which bears N 87°22'05" W a distance of 1,394.76 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the west line of said Kuchera Tract and the east line of Lot 5 of said HIGHMEADOW ESTATES PHASE ONE, for the southwest corner of the herein described tract, 270.91 feet right of FM 2243 baseline station 199+56.06, from which a leaning 1/2-inch iron rod found at an angle point on the west line of said Kuchera Tract, and at the most easterly corner of said Lot 5 bears S 11°43'38" E a distance of 62.12 feet;

THENCE, with the west line of said Kuchera Tract and partially with the east line of said Lot 5 and the east line of Lot 4 of said HIGHMEADOW ESTATES PHASE ONE, N 11°43'38" W a distance of 84.56 feet to a leaning 1/2-inch iron rod found for an angle point;

THENCE, with the west line of said Kuchera Tract and the east line of said Lot 4, the following three (3) courses:

1) N 08°58'40" E a distance of 126.85 feet to a leaning 1/2-inch iron rod found for an angle point;

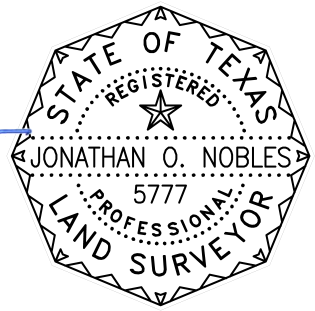
2) N 25°01'14" W a distance of 156.53 feet to a leaning 1/2-inch iron rod found for an angle point; and

3) N 03°49'08" E a distance of 120.28 feet to a leaning 1/2-inch iron rod found for an angle point;

THENCE, continuing with the west line of said Kuchera Tract and partly with the east lines of said Lot 4 and Lot 3, N 43°06'36" E, a distance of 57.07 feet to the **POINT OF BEGINNING** and containing 13.635 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



11/17/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Revised:	November 17, 2022
Date:	August 5, 2022
Project Number:	7473-00

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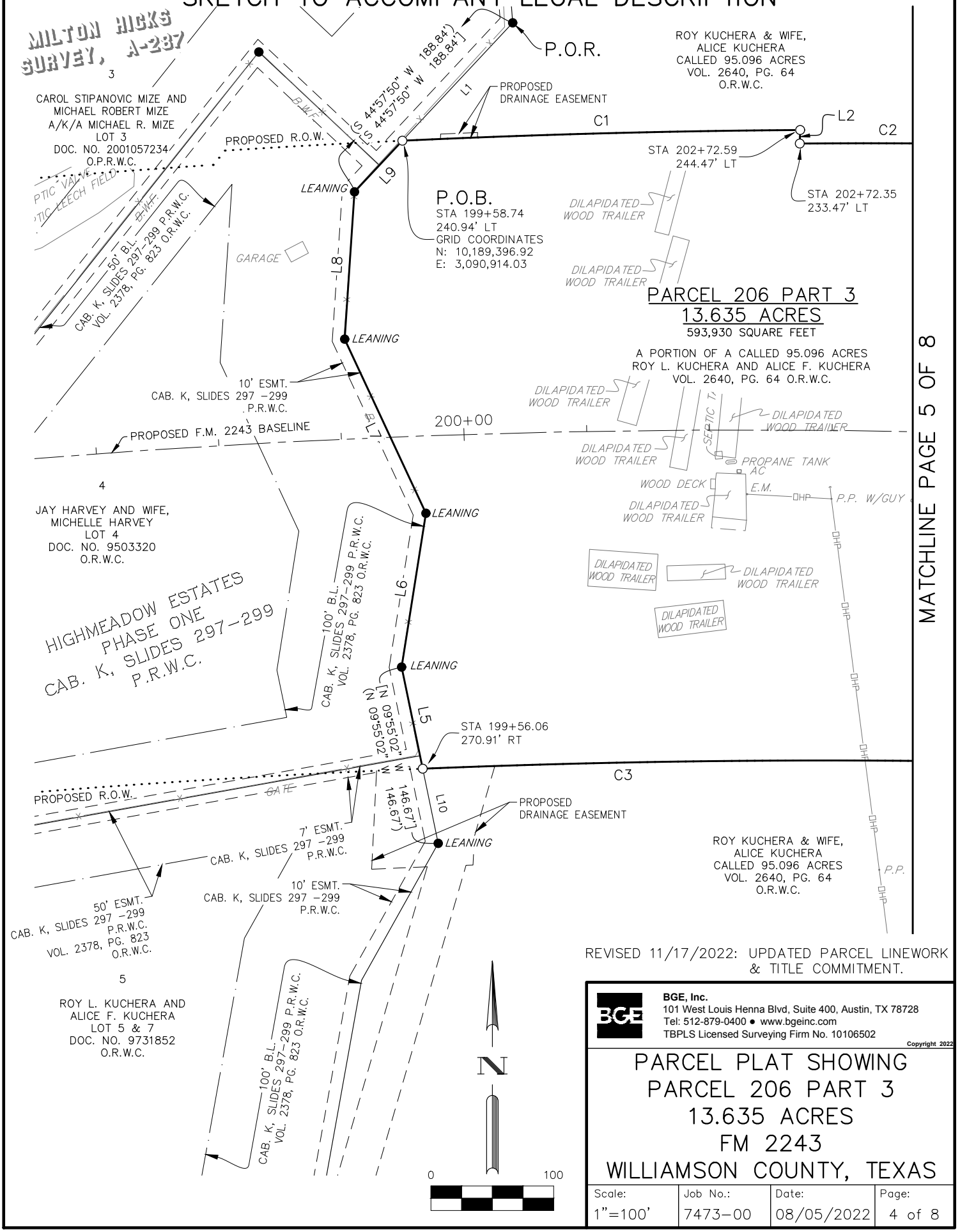

MATCHLINE PAGE 5 OF 8

REVISED 11/17/2022: UPDATED PARCEL LINEWORK & TITLE COMMITMENT.

BGE, Inc.
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Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
PARCEL 206 PART 3
13.635 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	4 of 8

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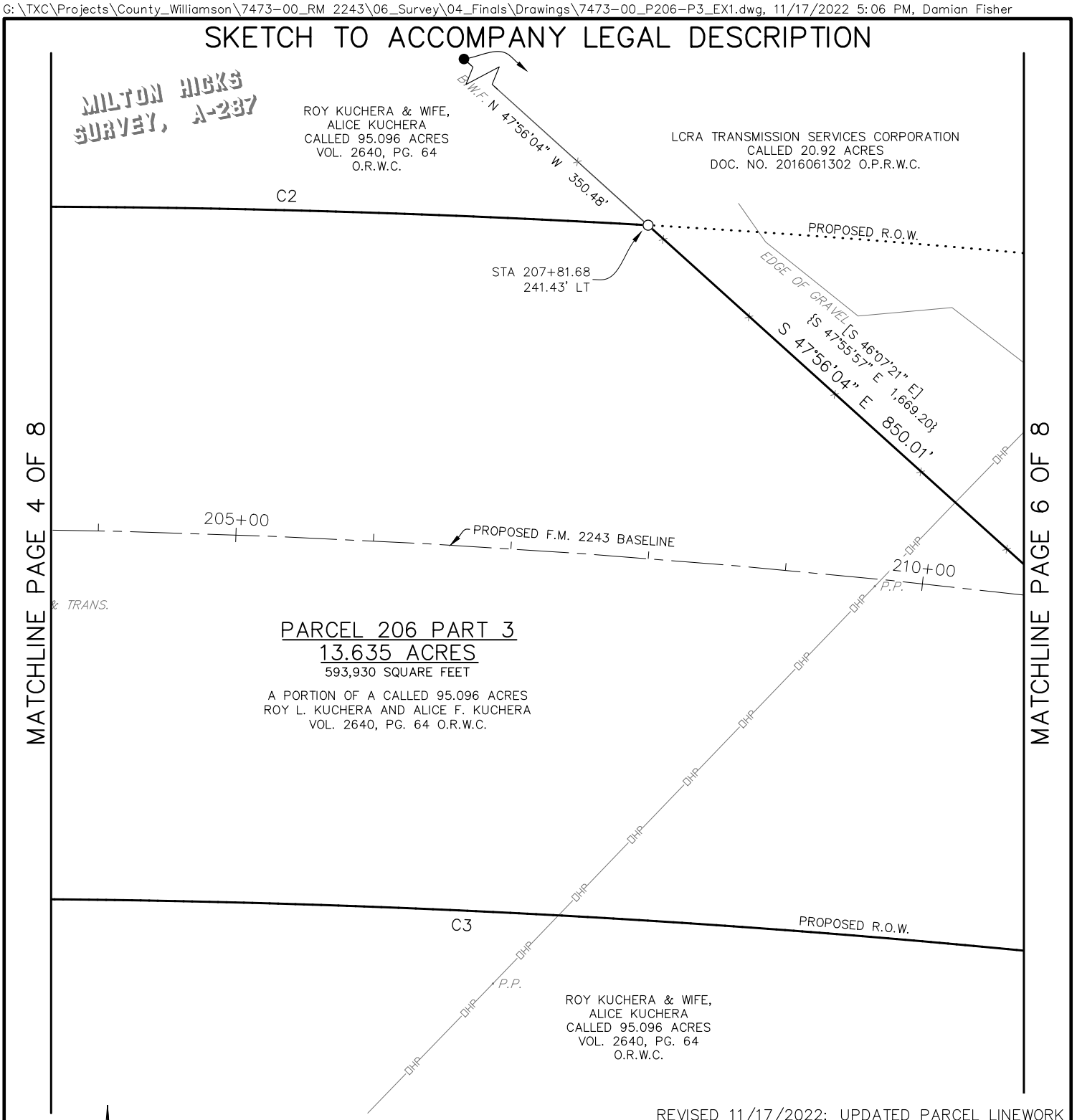

REVISED 11/17/2022: UPDATED PARCEL LINEWORK & TITLE COMMITMENT.

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	5 of 8

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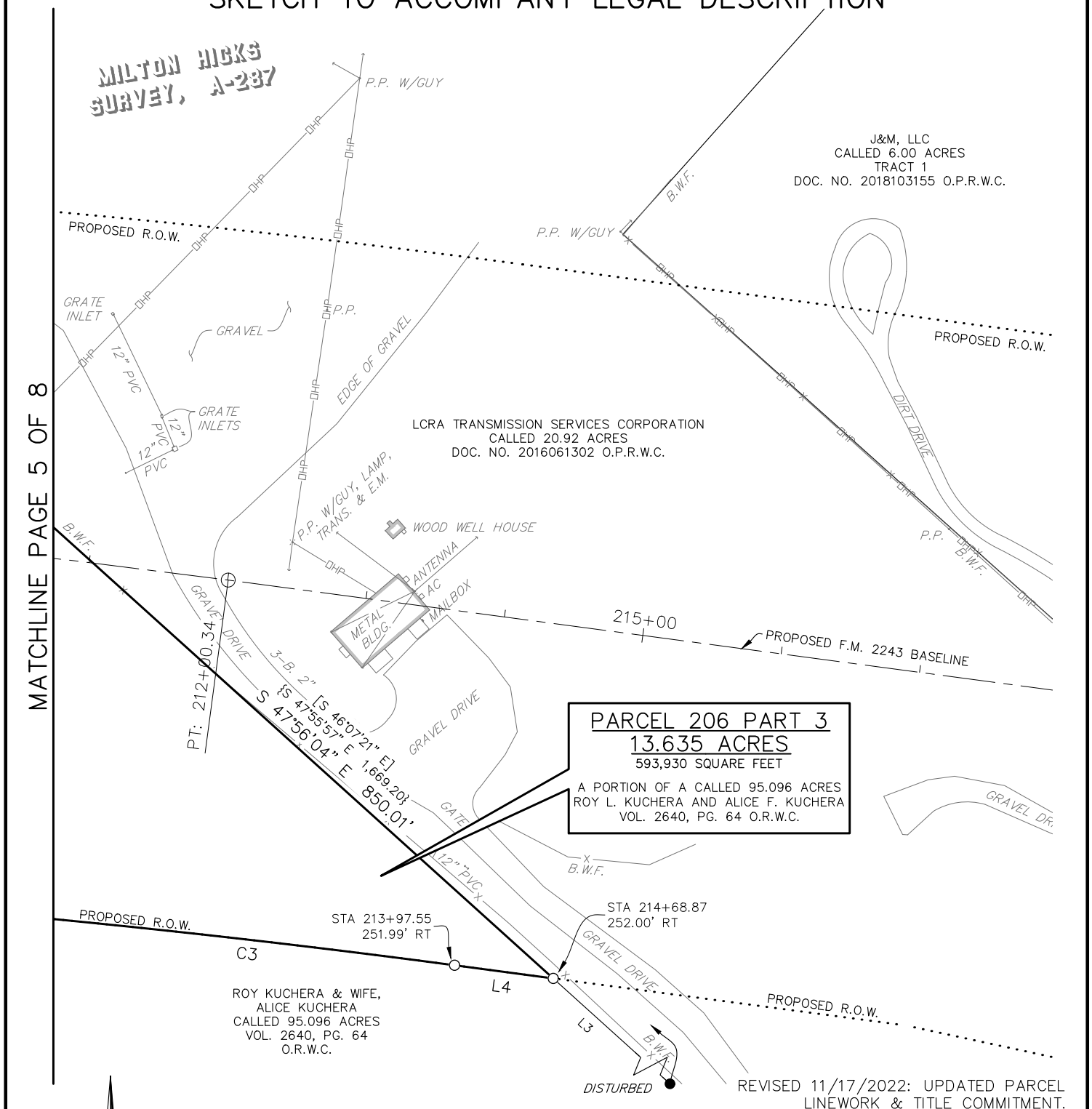

REVISED 11/17/2022: UPDATED PARCEL LINEWORK & TITLE COMMITMENT.

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PARCEL PLAT SHOWING
PARCEL 206 PART 3
13.635 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	6 of 8

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 43°06'36" W	131.55'
L2	S 01°37'29" W	11.01'
L3	S 47°56'04" E	468.57'
L4	N 82°24'00" W	71.32'
L5	N 11°43'38" W	84.56'
L6	N 08°58'40" E	126.85'
L7	N 25°01'14" W	156.53'
L8	N 03°49'08" E	120.28'
L9	N 43°06'36" E	57.07'
L10	S 11°43'38" E	62.12'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L6	(N 10°35'27" E)	(126.48')
	[N 10°35'27" E]	[126.48']
L7	(N 23°00'10" W)	(156.65')
	(N 23°00'10" W)	[156.65']
L8	(N 05°33'44" E)	(120.18')
	[N 05°33'44" E]	[120.18']

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	324.30'	8,158.00'	2°16'39"	N 88°27'43" E	324.28'
C2	525.94'	8,147.00'	3°41'56"	S 88°33'09" E	525.85'
C3	1,396.51'	8,053.00'	9°56'09"	N 87°22'05" W	1,394.76'

LEGEND

B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
DOC.	DOCUMENT
E.M.	ELECTRIC METER
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
TRANS.	TRANSFORMER
VOL.	VOLUME
( )	RECORD INFO. FOR CAB. K, SLIDES 297-299 P.R.W.C.
[ ]	RECORD INFO. FOR VOL. 2640, PG. 64 O.R.W.C.
{ }	RECORD INFO. FOR DOC. NO. 2016061302 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——OHP——	OVERHEAD POWER

REVISED 11/17/2022: UPDATED PARCEL LINEWORK & TITLE COMMITMENT.

BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
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13.635 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	7 of 8

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-167796, DATED EFFECTIVE OCTOBER 25, 2022 AND ISSUED ON NOVEMBER 2, 2022.

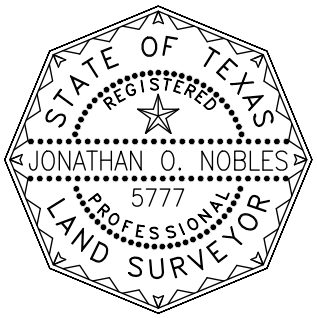
RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PAGE 690, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058214, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.5 TERMS, CONDITIONS, AND STIPULATIONS IN ORDINANCE NO. 17-048-00, ORDINANCE TO THE CITY OF LEANDER, TEXAS ANNEXING 102.5 ACRES OF LAND INTO THE CORPORATE LIMITS OF THE CITY RECORDED IN DOCUMENT NO. 2018089446, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



11/17/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 11/17/2022: UPDATED PARCEL LINEWORK & TITLE COMMITMENT.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
PARCEL 206 PART 3
13.635 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	8 of 8

EXHIBIT B

County: Williamson
Parcel: 206D Part 3.1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 206D PART 3.1

METES & BOUNDS DESCRIPTION FOR A 0.382 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 95.096 ACRE TRACT OF LAND AS CONVEYED TO ROY KUCHERA AND WIFE, ALICE KUCHERA BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2640, PAGE 64 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.382 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the west line of the above described Kuchera Tract, at the most southerly corner of Lot 5 of HIGHMEADOW ESTATES PHASE ONE, a subdivision as recorded in Cabinet K, Slides 297-299 of the Plat Records of Williamson County, Texas, and at the most easterly corner of Lot 7 of said HIGHMEADOW ESTATES PHASE ONE, from which a 1/2-inch iron rod found on the southwest line of said Lot 5, at the northeast corner of said Lot 7, and at the most easterly corner of Lot 6 of said HIGHMEADOW ESTATES PHASE ONE, bears N 41°12'34" W a distance of 215.01 feet; Thence, with the west line of said Kuchera Tract and the east line of said Lot 5, N 37°11'35" E a distance of 275.79 feet to a 1/2-inch iron rod found at an angle point in the line common to said Kuchera Tract and said Lot 5, from which a leaning 1/2-inch iron rod found at an angle point in the line common to said Kuchera Tract and said Lot 5, bears N 10°10'14" E a distance of 216.68 feet; Thence, departing the east line of said Lot 5, over and across said Kuchera Tract, S 29°57'46" W a distance of 102.51 feet to a calculated point for the most westerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Kuchera Tract, N 56°04'43" E a distance of 42.54 feet to a calculated angle point;

THENCE, continuing over and across said Kuchera Tract, N 16°11'44" E a distance of 386.06 feet to a calculated point at the beginning of a non-tangent curve to the left, for an interior corner of the herein described tract;

THENCE, continuing over and across said Kuchera Tract, along said curve to the left, an arc distance of 1.80 feet, having a radius of 7,973.00 feet, a central angle of 00°00'47" and a chord which bears S 87°39'38" W a distance of 1.80 feet to a calculated point on the west line of said Kuchera Tract and the east line of said Lot 5, for an exterior corner of the herein described tract;

THENCE, with the west line of said Kuchera Tract and the east line of said Lot 5, N 29°15'22" E a distance of 21.97 feet to a leaning 1/2-inch iron rod found for an angle point;

THENCE, continuing with the west line of said Kuchera Tract and the east line of said Lot 5, N 11°43'38" W a distance of 62.12 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” (NAD-83, Central Zone Grid Coordinates: N: 10,188,885.39, E: 3,090,930.61) set at the beginning of a non-tangent curve to the right, for the northwest corner of the herein described tract, 270.91 feet right of FM 2243 baseline station 199+56.06, from which a leaning 1/2-inch iron rod found at an angle point in the line common to said Kuchera Tract and Lot 4 of said HIGHMEADOW ESTATES PHASE ONE, bears N 11°43’38’ W a distance of 84.56 feet;

THENCE, departing the east line of said Lot 5, over and across said Kuchera Tract, along said curve to the right, an arc distance of 58.81 feet, having a radius of 8,053.00 feet, a central angle of 00°25'06" and a chord which bears N 87°52'24" E a distance of 58.81 feet to a calculated point for the northeast corner of the herein described tract, 270.71 feet right of FM 2243 baseline station 200+17.14;

THENCE, continuing over and across said Kuchera Tract, S 16°11'44" W a distance of 59.57 feet to a calculated angle point;

THENCE, continuing over and across said Kuchera Tract, S 02°52'19" W a distance of 23.49 feet to a calculated point at the beginning of a non-tangent curve to the left, for an exterior corner of the herein described tract;

THENCE, continuing over and across said Kuchera Tract, along said curve to the left, an arc distance of 5.70 feet, having a radius of 7,973.00 feet, a central angle of 00°02'28" and a chord which bears S 87°54'53" W a distance of 5.70 feet to a calculated point for an interior corner of the herein described tract;

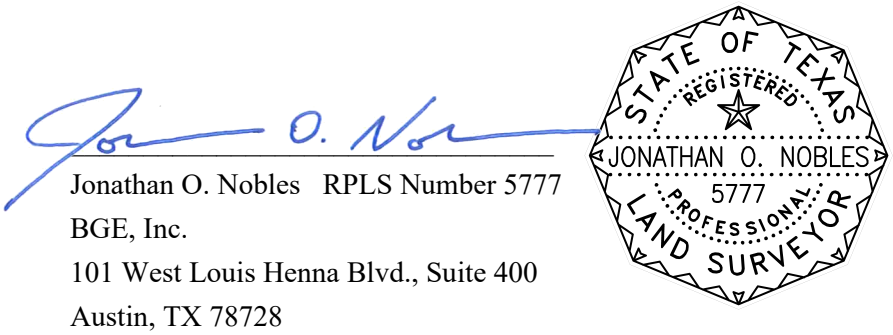
THENCE, continuing over and across said Kuchera Tract, S 16°11'44" W a distance of 406.94 feet to a calculated angle point;

THENCE, continuing over and across said Kuchera Tract, S 56°04'43" W a distance of 53.42 feet to a calculated point for the most southerly corner of the herein described tract;

THENCE, continuing over and across said Kuchera Tract, N 33°55'17" W a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.382 acre (16,643 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



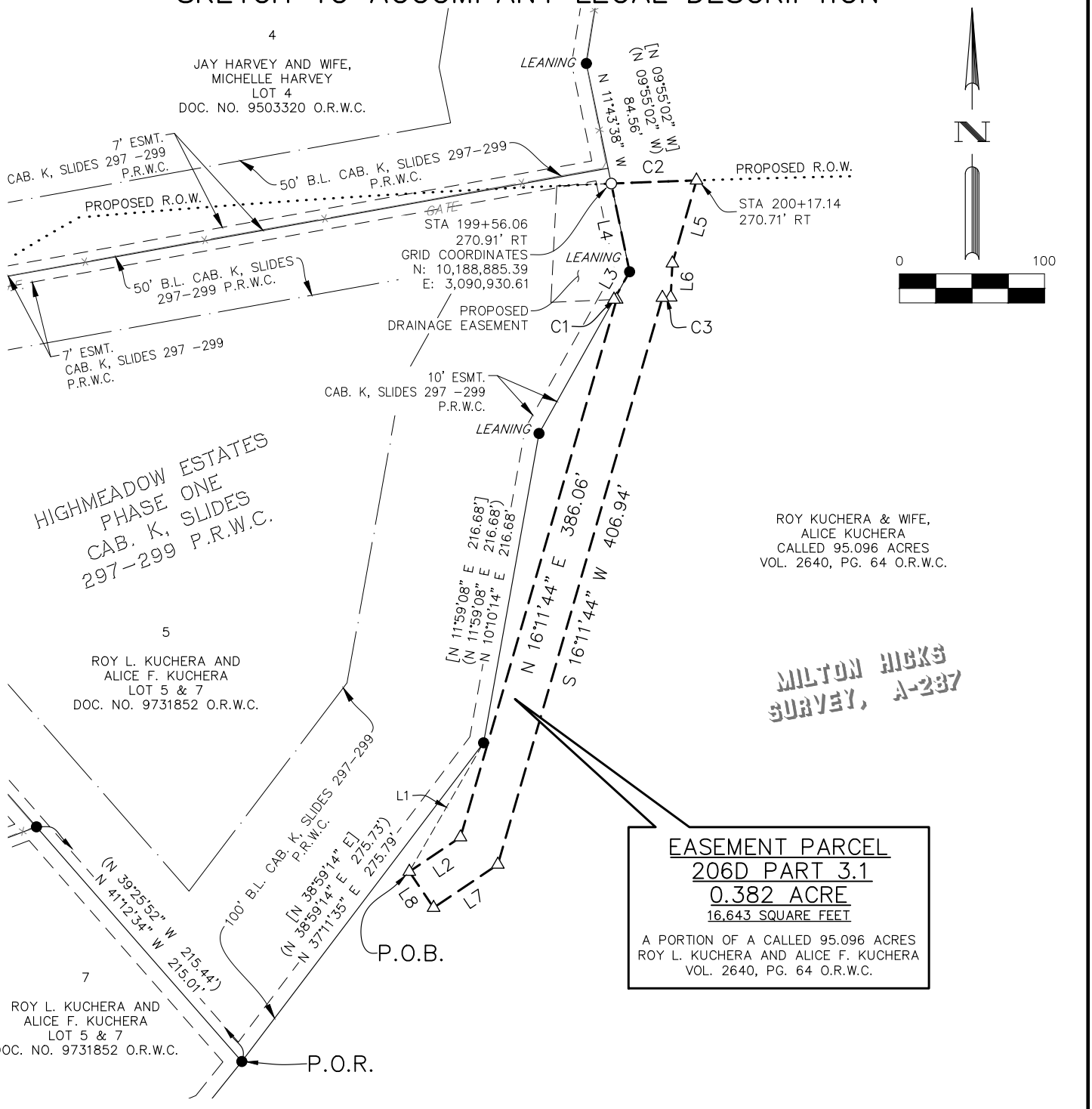
10/13/2022

Jonathan O. Nobles RPLS Number 5777 — Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	October 13, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



EASEMENT PARCEL
206D PART 3.1
0.382 ACRE
16,643 SQUARE FEET

A PORTION OF A CALLED 95.096 ACRES
ROY L. KUCHERA AND ALICE F. KUCHERA
VOL. 2640, PG. 64 O.R.W.C.

BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 206D PART 3.1
0.382 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/13/2022	4 of 5

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 29°57'46" W	102.51'
L2	N 56°04'43" E	42.54'
L3	N 29°15'22" E	21.97'
L4	N 11°43'38" W	62.12'
L5	S 16°11'44" W	59.57'
L6	S 02°52'19" W	23.49'
L7	S 56°04'43" W	53.42'
L8	N 33°55'17" W	30.00'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L3	(N 31°02'57" E)	
	[N 31°02'57" E]	
L4	(N 09°55'02" W)	
	[N 09°55'02" W]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	1.80'	7,973.00'	0°00'47"	S 87°39'38" W	1.80'
C2	58.81'	8,053.00'	0°25'06"	N 87°52'24" E	58.81'
C3	5.70'	7,973.00'	0°02'28"	S 87°54'53" W	5.70'

LEGEND

B.W.F.	BARBED WIRE FENCE
B.L.	BUILDING LINE
CAB.	CABINET
DOC.	DOCUMENT
ESMT.	EASEMENT
NO.	NUMBER
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
( )	RECORD INFO. FOR CAB. K, SLIDES 297-299 P.R.W.C.
[ ]	RECORD INFO. FOR VOL. 2640, PG. 64 O.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 206D PART 3.1
0.382 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/13/2022	5 of 5

EXHIBIT C

County: Williamson
Parcel: 206D Part 3.2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 206D PART 3.2

METES & BOUNDS DESCRIPTION FOR A 0.003 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 95.096 ACRE TRACT OF LAND AS CONVEYED TO ROY KUCHERA AND WIFE, ALICE KUCHERA BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2640, PAGE 64 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.003 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found at an angle point on the west line of said Kuchera Tract, at the most easterly corner of Lot 3 of HIGHMEADOW ESTATES PHASE ONE, a subdivision as recorded in Cabinet K, Slides 297-299 of the Plat Records of Williamson County, Texas, as conveyed to Carol Stipanovic Mize and Michael Robert Mize a/k/a Michael R. Mize by General Warranty Deed recorded in Document Number 2001057234 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found at the most northerly common corner of said Kuchera Tract and said Lot 3, bears N 04°20'09" W a distance of 314.54 feet; Thence, with the west line of said Kuchera Tract and partly with the east lines of said Lot 3 and Lot 4 of said HIGHMEADOW ESTATES PHASE ONE as conveyed to Jay Harvey and wife, Michelle Harvey by General Warranty Deed recorded in Document Number 9503320 of the Official Records of Williamson County, Texas, S 43°06'36" W a distance of 188.62 feet to a leaning 1/2-inch iron rod found at an angle point on the west line of said Kuchera Tract and the east line of said Lot 4, from which a leaning 1/2-inch iron rod found at an angle point on the west line of said Kuchera Tract and the east line of said Lot 4, bears S 03°49'08" W a distance of 120.28 feet; Thence, over and across said Kuchera Tract, N 58°24'36" E a distance of 82.18 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,189,398.31, E: 3,090,945.03) for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 241.23 feet left of FM 2243 baseline station 199+88.79;

THENCE, continuing over and across said Kuchera Tract, N 02°52'19" E a distance of 4.02 feet to a calculated point at the beginning of a non-tangent curve to the right, for the northwest corner of the herein described tract;

THENCE, continuing over and across said Kuchera Tract, along said curve to the right, an arc distance of 30.13 feet, having a radius of 8,162.00 feet, a central angle of 00°12'41" and a chord which bears N 87°38'58" E a distance of 30.13 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Kuchera Tract, S 02°52'19" W a distance of 4.02 feet to a calculated point at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract;

THENCE, continuing over and across said Kuchera Tract, along said curve to the left, an arc distance of 30.13 feet, having a radius of 8,158.00 feet, a central angle of 00°12'42" and a chord which bears S 87°38'49" W a distance of 30.13 feet to the **POINT OF BEGINNING** and containing 0.003 acre (121 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

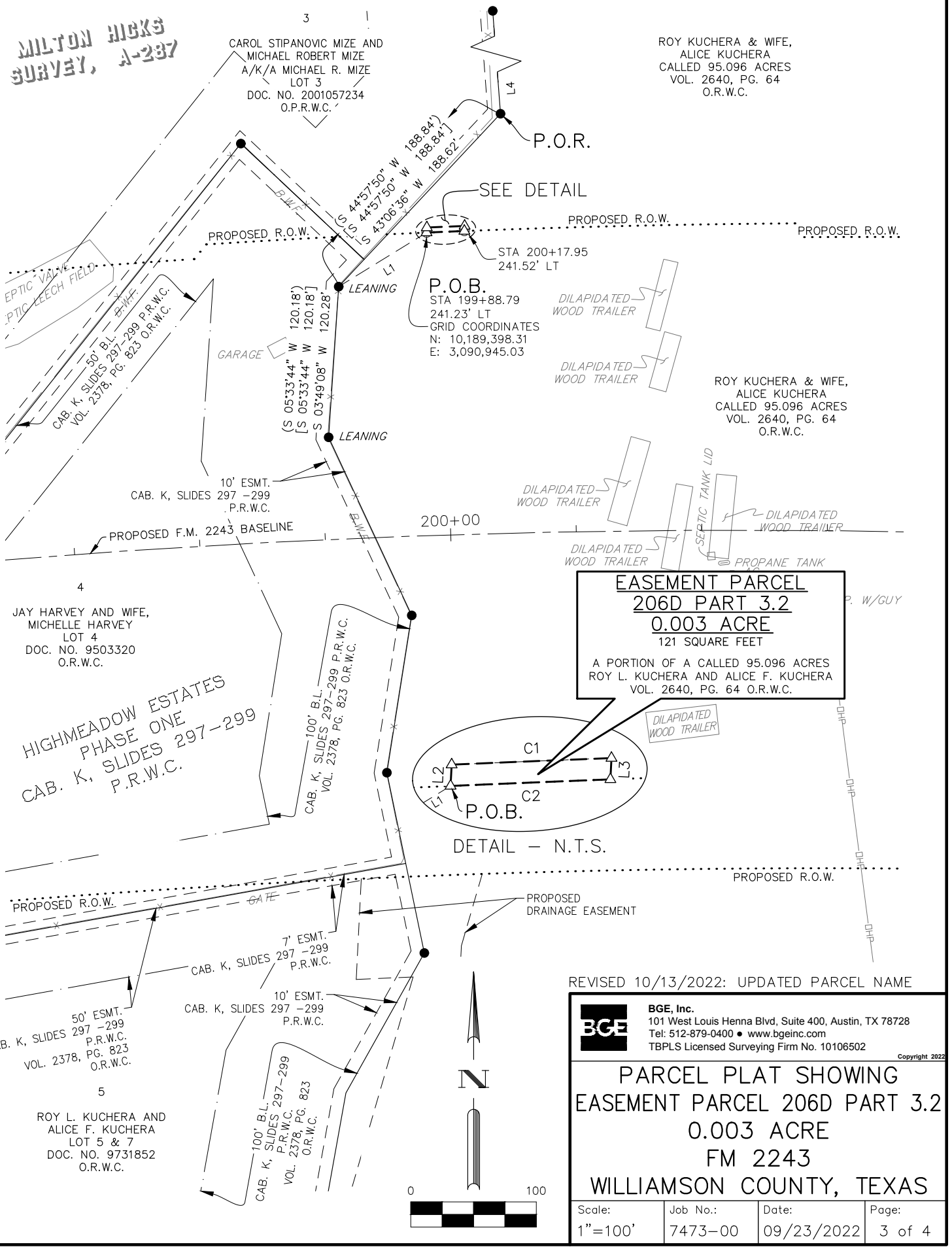


10/13/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 23, 2022
Revised:	October 13, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 10/13/2022: UPDATED PARCEL NAME

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 206D PART 3.2 0.003 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/23/2022	3 of 4

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 58°24'36" E	82.18'
L2	N 02°52'19" E	4.02'
L3	S 02°52'19" W	4.02'
L4	N 04°20'09" W	314.54'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	30.13'	8,162.00'	0°12'41"	N 87°38'58" E	30.13'
C2	30.13'	8,158.00'	0°12'42"	S 87°38'49" W	30.13'

LEGEND

AC	AIR CONDITIONER
B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ESMT.	EASEMENT
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
TRANS.	TRANSFORMER
VOL.	VOLUME
( )	RECORD INFO. FOR CAB. K, SLIDES 297-299 P.R.W.C.
[ ]	RECORD INFO. FOR VOL. 2640, PG. 64 O.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
——X——	WIRE FENCE
——OHP——	OVERHEAD POWER

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

REVISED 10/13/2022: UPDATED PARCEL NAME

BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 206D PART 3.2
0.003 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/23/2022	4 of 4

Commissioners Court - Regular Session **84.**

Meeting Date: 03/21/2023

Bagdad Road Resolution for Condemnation

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 resolution determining the necessity and authorizing the use of eminent domain to condemn (3.047 acres) required for the construction of Bagdad Road/CR 279. (Scott Helms and Barbara Laura Forbes Helms n/k/a Laura Forbes Glass / Parcel 9) Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:08 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:24 PM
Final Approval Date: 03/16/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 3.047 acres (Parcel 9) described by metes and bounds in Exhibit "A" owned by **SCOTT L. I. HELMS as to fee simple and BARBARA LAURA FORBES HELMS n/k/a LAURA FORBES GLASS, as to Life Estate** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel : 9 – Helms
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 3.047 ACRE (132,716 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CITED 36 ACRE MORE OR LESS IN SPECIAL WARRANTY DEED - EXCHANGE TO SCOTT L. I. HELMS RECORDED IN DOCUMENT NO. 2021106873 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 36 ACRES BEING OUT OF THE OF THAT CALLED 51.33 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2008011186 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.047 ACRE (132,716 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 97.88 feet right of Bagdad Road Baseline Station 300+94.32 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,208,667.09 E=3,058,236.78), being the northerly boundary line of said of the 36 acre tract, same being the southerly boundary line of that called 15.00 acre tract described in a Warranty Deed to Lacie Gene Hale recorded in Document No 2015014262 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 1847 FOREST" found, being an angle point in said common boundary line bears N 66°36'12" E, at a distance of 460.96 feet;

THENCE, departing said 15.00 acre tract, with said proposed easterly ROW line, through the interior of said 36 acre tract, the following four (4) courses:

1) **S 48°37'23" E,** for a distance of **90.19** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 103.71 feet right of Bagdad Road Baseline Station 300+00.00, for an angle point;

2) **S 46°21'00" E,** for a distance of **464.94** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 82.57 feet right of Bagdad Road Baseline Station 295+29.81, for an angle point;

3) **S 40°38'11" W,** for a distance of **33.57** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 49.00 feet right of Bagdad Road Baseline Station 295+29.81, for an ell corner;

4) **S 49°21'49" E,** at a distance of 111.79 feet, pass an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY-WITNESS" set 49.00 feet right of Bagdad Road Baseline Station 294+18.02, and continuing for a total distance of **179.79** feet to a calculated point in the approximate centerline of the South Fork of the San Gabriel River, 49.00 feet right of Bagdad Road Baseline Station 293+50.02, being in the southerly boundary line of said 36 acre tract, same being the northerly boundary line of that called 81.69 acre tract of land described in General Warranty Deed to Edward and Jennifer Wolf recorded in Document No. 2021036573 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

THENCE, departing said proposed easterly ROW line, with said approximate centerline of the South Fork of the San Gabriel River being the common boundary line of said 81.69 acre and said 36 acre tracts, the following two (2) courses:

5) **S 66°24'34" W,** for a distance of **83.17** feet to a calculated angle point;

6) **S 56°55'14" W,** for a distance of **36.57** feet to a calculated point in the proposed westerly ROW line of said Bagdad Road, 61.00 feet left Bagdad Road Baseline Station 293+96.44, for the southwesterly corner of the herein described parcel;

THENCE, departing said approximate centerline of the South Fork of the San Gabriel River and said 81.69 acre tract, with said proposed westerly ROW line, through the interior of said 36 acre tract, the following four (4) courses:

7) **N 49°21'49" W,** at a distance of 80.00 feet, pass an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY-WITNESS" set 61.00 feet left of Bagdad Road Baseline Station 294+76.44, and continuing for a total distance of **133.37** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 61.00 feet left of Bagdad Road Baseline Station 295+29.81, for an ell corner;

8) **S 40°38'11" W,** for a distance of **31.43** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 92.43 feet left of Bagdad Road Baseline Station 295+29.81, for an angle point;

County: Williamson
Parcel : 9 – Helms
Highway: Bagdad Rd (CR 279)

9) **N 50°35'38" W,** for a distance of **476.20** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 106.29 feet left of Bagdad Road Baseline Station 300+00.00, for an angle point;

10) **S 43°50'52" W,** for a distance of **15.31** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 121.60 feet left of Bagdad Road Baseline Station 300+00.00 in the curving existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), same being the westerly boundary of said 36 acre tract and the easterly line of that called 1.39 acre tract described in ROW Deed to Williamson County, Texas recorded in Volume 1403, Page 334 of the Official Records of Williamson County, Texas, for the beginning of a non-tangent curve to the right, and from which, a 1/2" iron rod found, being a point of curvature in said existing easterly ROW line, same being in the easterly line of said 1.39 acre tract bears, with said curving existing ROW line having a delta angle of 30°38'26", a radius of 850.00 feet, an arc length of 454.56 feet and a chord which bears S 46°50'20" E, at a distance of 449.16 feet;

THENCE, with said existing easterly ROW line, being the easterly line of said 1.39 acre ROW tract, same being the westerly boundary of said 36 acre tract, the following two (2) courses:

11) Along said curve to the right, having a delta angle of **10°57'08",** a radius of **850.00** feet, an arc length of **162.48** feet and a chord which bears **N 25°02'32" W,** for a distance of **162.23** feet to a 1/2" iron rod found, for an angle point;

12) **N 33°26'45" W,** for a distance of **6.65** feet to a calculated point, being the northwesterly corner of said 36 acre tract, same being the southwesterly corner of said 15.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, a nail found stamped H/M bears S 65°36'26" W, at a distance of 1.59 feet;

13) **THENCE,** departing said existing easterly ROW line, with the northerly boundary line of said 36 acre tract, same being the southerly boundary line of said 15.00 acre tract, **N 66°36'12" E,** for a distance of **175.16** feet to the **POINT OF BEGINNING**, containing 3.047 acres (132,716 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 11 NOV 2022

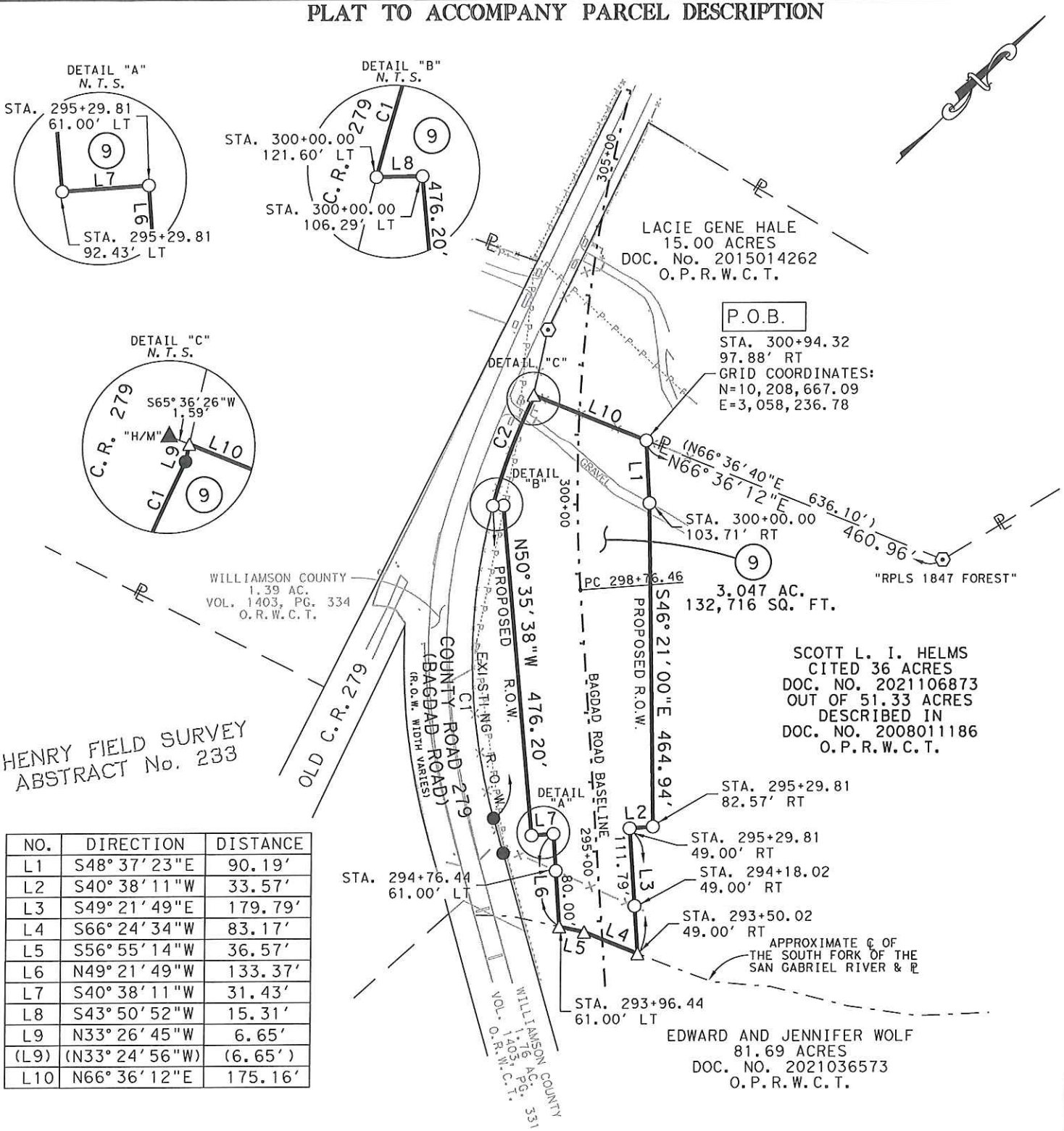
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S48°37'23"E	90.19'
L2	S40°38'11"W	33.57'
L3	S49°21'49"E	179.79'
L4	S66°24'34"W	83.17'
L5	S56°55'14"W	36.57'
L6	N49°21'49"W	133.37'
L7	S40°38'11"W	31.43'
L8	S43°50'52"W	15.31'
L9	N33°26'45"W	6.65'
(L9)	(N33°24'56"W)	(6.65')
L10	N66°36'12"E	175.16'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	30°38'26"	850.00'	454.56'	449.16'	S46°50'20"E
C2	10°57'08"	850.00'	162.48'	162.23'	N25°02'32"W
(C3)	(41°35'21")	(850.00')	(616.99')	(603.53')	(S39°57'30"E)

11/09/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SCOTT L. I. HELMS & CHRISTINA A. HELMS

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 9
3.047 ACRES
132,716 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 4 & 9-HELMS\PARCEL 9\PARCEL 9-HELMS.dgn

EXHIBIT " "

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165819, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 631, PAGE 833, AND VOLUME 642, PAGE 364, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10(2). AN ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 235, PAGE 105, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

3. A RIGHT-OF-WAY EASEMENT AS DESCRIBED IN VOLUME 632, PAGE 111, VOLUME 642, PAGE 367, VOLUME 642, PAGE 373, VOLUME 642, PAGE 379 AND VOLUME 666, PAGE 410, DEED RECORDS, AND VOLUME 1403, PAGE 334 AND VOLUME 1988, PAGE 638, REAL PROPERTY RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

4. AN ELECTRIC AND TELECOMMUNICATION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2014037857, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

5. AN ELECTRIC EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2015098961, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 11 NOV 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

11/09/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SCOTT L. I. HELMS & CHRISTINA A. HELMS

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 9
3.047 ACRES
132,716 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 4 & 9-HELMS\PARCEL 9\PARCEL 9-HELMS.dgn

Meeting Date: 03/21/2023

Bagdad Road Resolution for Condemnation

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 resolution determining the necessity and authorizing the use of eminent domain to condemn (0.232 acres) required for the construction of Bagdad Road/CR 279. (Crestway Storage and Parking, LLC / Parcel 19) Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:08 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:26 PM
Final Approval Date: 03/16/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.232 acres (Parcel 19) described by metes and bounds in Exhibit "A" owned by **CRESTWAY STORAGE AND PARKING, LLC** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.232 ACRE (10,118 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.01 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO CRESTWAY STORAGE & PARKING, LLC RECORDED IN DOCUMENT NO. 2022031813 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.232 ACRE (10,118 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 94.14 feet right of Bagdad Road Baseline Station 265+52.79 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,205,703.56 E=3,059,955.37), being in the northerly boundary line of that called 10.01 acre tract of land described in a General Warranty Deed to Copper Ridge Investments, Inc. recorded in Document No. 2021000125 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with plastic cap stamped "3DS" found, being an angle point in said common boundary line bears N 78°06'24" E, at a distance of 1,108.24 feet;

1) **THENCE,** departing said proposed easterly ROW line, with said common boundary line, **S 78°06'24" W** for a distance of **32.27** feet to an iron rod with plastic cap stamped "3DS" found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 10.01 acre Crestway Storage & Parking tract, same being the northwesterly corner of said 10.01 acre Copper Ridge tract, for the southwesterly corner of the herein described parcel;

2) **THENCE,** departing said 10.01 acre Copper Ridge tract, with said existing easterly ROW line, same being the westerly boundary line of said 10.01 acre Crestway Storage & Parking tract, **N 01°58'10" W** for a distance of **365.02** feet to an iron rod with plastic cap stamped "3DS" found, being the southwesterly corner of that called 95 acre tract (Third Tract) of land to Terri Leigh Alexander a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson recorded in Document No. 2020043297 of the Official Public Records of Williamson County, Texas, described as 92 acre (Second Tract) in deed recorded in Volume 295, Pages 4-6 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

3) **THENCE,** departing said existing ROW line, with the common boundary line of said 10.01 acre Crestway Storage & Parking tract and said 95 acre tract, **N 75°44'50" E** for a distance of **24.12** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.49 feet right of Bagdad Road Baseline Station 269+17.29 in said proposed easterly ROW line, and from which an iron rod with plastic cap stamped "3DS" found, being an angle point in the southerly boundary line of said 95 acre tract, same being an angle point in the northerly boundary line of said 10.01 acre Crestway Storage & Parking tract bears N 75°44'50" E, at a distance of 950.81 feet;

4) **THENCE**, departing said 95 acre tract, through the interior of said 10.01 acre Crestway Storage & Parking tract, with said proposed easterly ROW line, **S 03°15'36" E**, for a distance of **364.68** feet to the **POINT OF BEGINNING**, containing 0.232 acres (10,118 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 11 NOV 2022

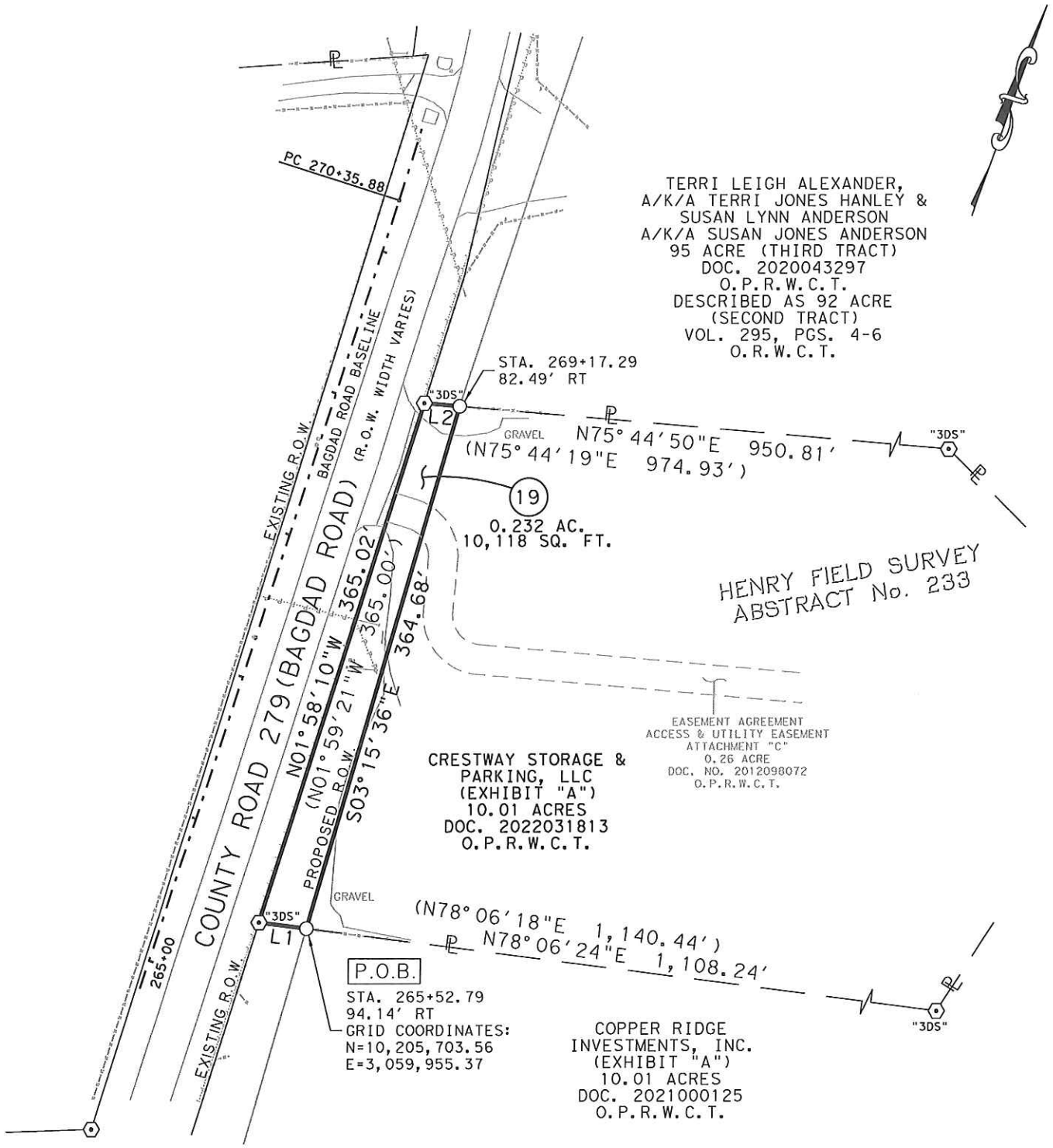
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S78° 06' 24"W	32.27'
L2	N75° 44' 50"E	24.12'

11/10/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CRESTWAY STORAGE & PARKING, LLC

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 19
0.232 ACRES
10,118 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 19-CRESTWAY-STORAGE & PARKING-LLC\PARCEL 19-CRESTWAY-STORAGE & PARKING-LLC.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND IN FENCE POST
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165872, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 05, 2022, ISSUE DATE AUGUST 15, 2022.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2003117201, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 415, PAGE 568, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

3. A COMMUNICATION LINES AND CIRCUITS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 544, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2002065468, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

5. A WATER DISTRIBUTION LINES EASEMENT GRANTED TO LIBERTY HILL WATER SUPPLY CORP. AS DESCRIBED IN DOCUMENT NO. 2002096471, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

6. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2020047657, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

9. TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2012098072, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN, AND AS FURTHER AFFECTED BY DOCUMENT NO. 2012098073, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 11 NOV 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

11/10/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CRESTWAY STORAGE & PARKING, LLC

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 19
0.232 ACRES
10,118 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 19-CRESTWAY-STORAGE & PARKING-LLC\PARCEL 19-CRESTWAY-STORAGE & PARKING-LLC.dgn

Commissioners Court - Regular Session **86.**

Meeting Date: 03/21/2023

Bagdad Road Resolution for Condemnation

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 resolution determining the necessity and authorizing the use of eminent domain to condemn (1.421 acres) required for the construction of Bagdad Road / CR 279. (Michael David Vesper and Rachel Corpus Vesper / Parcel 33) Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:09 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:28 PM
Final Approval Date: 03/16/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.421 acres (Parcel 33) described by metes and bounds in Exhibit "A" owned by **MICHAEL DAVID VESPER AND RACHEL CORPUS VESPER, Co-Trustees of the Vesper and Perez Family Trust dated December 13, 2012** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

County: Williamson
Parcel : 33 – Michael David Vesper & Rachel Corpus Vesper
Co-Trustees of the Vesper and Perez Family Trust
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.421 ACRE (61,879 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 12.31 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO MICHAEL DAVID VESPER & RACHEL CORPUS VESPER CO-TRUSTEES OF THE VESPER AND PEREZ FAMILY TRUST RECORDED IN DOCUMENT NO. 2012104914 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.421 ACRE (61,879 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 110.22 feet left of Bagdad Road Baseline Station 218+69.25 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,201,037.62 E=3,060,260.25), being in the southerly boundary line of that called 4.505 acre tract of land described in a Warranty Deed with Vendor's Lien to Daniel Vaughn and Karen Vaughn recorded in Document No. 2020092528 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 12.31 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found, being the southwesterly corner of said 4.505 acre tract, same being an ell corner in the northerly line of said 12.31 acre tract bears S 67°33'44" W, at a distance of 646.23 feet;

1) **THENCE,** departing said proposed ROW line, with the common boundary line of said 4.505 acre tract and said 12.31 acre tract, **N 67°33'44" E** for a distance of **125.70** feet to a 1/2" iron rod found in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southeasterly corner of said 4.505 acre tract, same being the northeasterly corner of said 12.31 acre tract, for the northeasterly corner of the herein described parcel;

THENCE, departing said 4.505 acre tract, with said existing westerly ROW line, same being the easterly boundary line of said 12.31 acre tract, the following five (5) courses:

2) **S 19°44'22" E** for a distance of **105.28** feet to a calculated angle point;

3) **S 07°58'03" E** for a distance of **197.68** feet to a calculated angle point;

4) **S 05°15'03" E** for a distance of **224.15** feet to a 1/2" iron rod found, for angle point;

5) **S 06°49'54" W** for a distance of **243.89** feet at 1/2" iron rod found, for angle point;

6) **S 03°26'35" E** for a distance of **69.98** feet at 1/2" iron rod found 83.80 feet left of Bagdad Road Baseline Station 210+68.27 in said proposed westerly ROW line of Bagdad Road (variable width ROW), being the northeasterly corner of that called 5.03 acre tract of land described in a Warranty Deed with Vendor's Lien to Lori A. Penn recorded in Document No. 1996061705 of the Official Records of Williamson County, Texas, same being the southeasterly corner of said 12.31 acre tract, for the most southerly corner of the herein described parcel;

THENCE, departing said 5.03 acre tract, with said proposed westerly ROW line, through the interior of said 12.31 acre tract, the following two (2) courses:

7) **N 09°23'36" W** for a distance of **526.14** feet an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 71.69 feet left of Bagdad Road Baseline Station 215+94.26;

County: Williamson
Parcel : 33 – Michael David Vesper & Rachel Corpus Vesper
Co-Trustees of the Vesper and Perez Family Trust
Highway: Bagdad Rd (CR 279)

8) **N 18°41'17" W** for a distance of **277.67** feet to the **POINT OF BEGINNING**, containing 1.421 acres (61,879 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

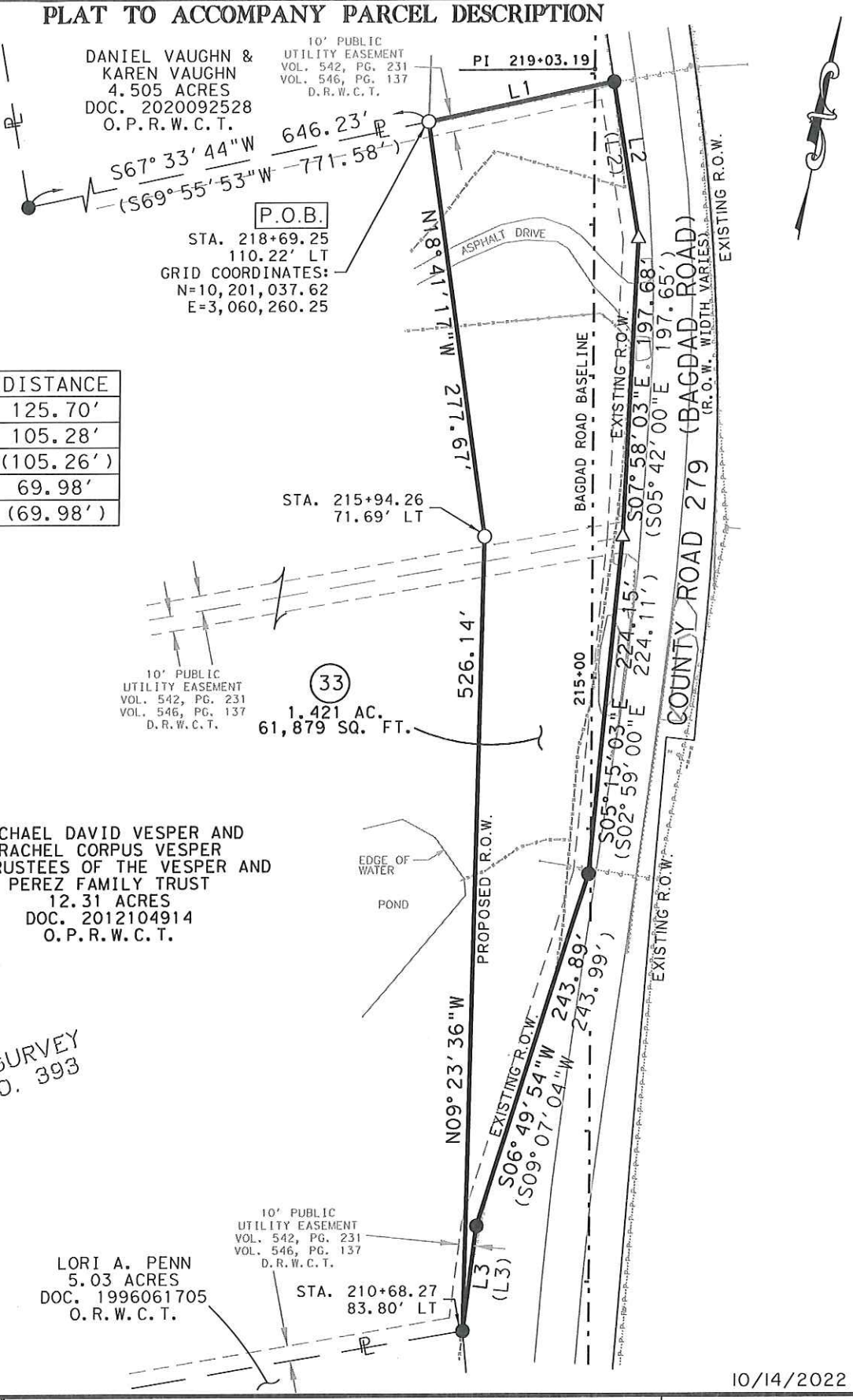
M. Stephen Truesdale 24 OCT 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N67° 33' 44"E	125.70'
L2	S19° 44' 22"E	105.28'
(L2)	(S17° 28' 19"E)	(105.26')
L3	S03° 26' 35"E	69.98'
(L3)	(S01° 00' 21"E)	(69.98')

10/14/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

MICHAEL DAVID VESPER & RACHEL CORPUS VESPER CO-TRUSTEES OF THE THE VESPER AND PEREZ FAMILY TRUST

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 33
1.421 ACRES
61,879 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 33-VESPER\PARCEL 33-VESPER.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	½" IRON ROD FOUND W/PLASTIC CAP	⌇	LINE BREAK
◉	½" IRON PIPE FOUND UNLESS NOTED	⌇	DENOTES COMMON OWNERSHIP
▲	60/D NAIL FOUND	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165854, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

10(2). A 10 FOOT WIDE EASEMENT FOR INSTALLATION AND MAINTENANCE OF UTILITIES ALONG THE SIDE, FRONT, AND REAR BOUNDARY LINES AS SET OUT IN VOLUME 544, PAGE 554, DOES NOT AFFECT, AND VOLUME 546, PAGE 137 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56 AND VOLUME 544, PAGE 554 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-52 IN DOCUMENT NO. 2005066226, OFFICIAL PUBLIC RECORDS, AND FURTHER RATIFIED BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 24 OCT 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
MICHAEL DAVID VESPER & RACHEL CORPUS VESPER CO-TRUSTEES OF THE THE VESPER AND PEREZ FAMILY TRUST

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 33
1.421 ACRES
61,879 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 33-VESPER\PARCEL 33-VESPER.dgn

Meeting Date: 03/21/2023

Road and Park Bond committee

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointing a 2023 Williamson County Citizen's Bond Committee.

Background

The purpose of a Williamson County Citizen's Bond Committee is to review and analyze the infrastructure needs of Williamson County and to propose projects to the Williamson County Commissioners Court for potential funding. Each Commissioner will appoint two members and the County Judge will appoint the Chairperson for the Committee.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	03/16/2023 04:18 PM

Form Started By: Becky Pruitt Started On: 03/16/2023 04:16 PM

Final Approval Date: 03/16/2023

Meeting Date: 03/21/2023
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.
y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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

i) Lease of property located 747 County Rd. 138 Hutto, Texas
j) Discuss Right of Way for Southwestern Boulevard, Georgetown, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:09 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:30 PM
Final Approval Date: 03/16/2023		

Commissioners Court - Regular Session **90.**

Meeting Date: 03/21/2023

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
g) Project Glee

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2023 04:09 PM
Form Started By: Charlie Crossfield		Started On: 03/15/2023 03:30 PM
Final Approval Date: 03/16/2023		