NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 11, 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 – 23)

3. Discuss, consider, and take appropriate action on a line item transfer for Rcds Mgmt/Prsrv Fd-Co Wide

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0390-0390-004100	Professional Services	$728.70
To	0390-0390-004505	Software Maintenance	$728.70

4. 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.

5. Discuss, consider, and take appropriate action on approving PCN 1830 being reclassed to EMT-Basic instead of PCN 0810.

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

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

8. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for a Third-Party Administrator for Property/Casualty/Worker's Comp Claims, under RFP #23RFP60.

9. Discuss, consider and take appropriate action on approving the purchase contract #2023182 for Scanning and Imaging Services from US Imaging, Inc. pursuant to Harris County Interlocal Agreement (ILA) contract #2023181 in the not-to-exceed amount of $275,000.00 and authorizing the execution of associated documents.

10. Discuss, consider, and take appropriate action on approving the lease agreement #2023170 between Williamson County and Pitney Bowes, Inc. for leasing a postage machine for the monthly charge of $395.76 for sixty (60) months pursuant to the BuyBoard contract #656-21, and authorizing the execution of the lease agreement.

11. Discuss, consider and take appropriate action on approving and ratifying the Emergency Contract between Williamson County and Genserve LLC dba LJ Power Generators for the purchase of and installation of a 100kW generator for Prime Tower in the not-to-exceed amount of $97,718.00, and exempting the service from the competitive bidding requirements as per Section 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreement.

12. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Debris Loading and Unloading Services at the Florence Burn Site for Emergency Management, under IFB 23IFB62.

13. Discuss, consider and take appropriate action on approving agreement #2023180 for Remote Automatic Weather Station (RAWS) equipment and annual onsite maintenance in the total amount of $92,662.20 as per GSA Contract #GS-07F-9253S and authorizing the execution of the contract.

14. Discuss, consider, and take appropriate action on rejecting the proposals submitted for RFCSP #23CSP39 Berry Springs Park and authorize the Purchasing Agent to advertise and receive sealed proposals for a Construction Manager at Risk (CMAR) at Berry Springs Park, under RFP #23RFP66 . The Funding Source is P559.

15. Discuss, consider, and take appropriate action on awarding RFP #23RFP49, for the Upgrade of Irrigation Central Control System for Facilities Management to the only respondent, American Irrigation Repair, LLC in an amount not to exceed $187,891.00, and authorizing the execution of the agreement.

16. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Standby Generator and Automatic Transfer Switch Preventative Maintenance, Repair and Rental Services for FY24, under RFP #23RFP64.

17. Discuss, consider and take appropriate action on Contract Amendment 1 to Williamson County Contract for Design and Engineering Services between Williamson County and Hagood Engineering Associates, Inc., relating to the Twin Lakes YMCA Pedestrian Bridge (P555) for $9,760. Time for performance will be provided on or before August 6, 2023.

18. Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 12 for the Williamson County Children's Advocacy Center (P530) to extend substantial completion to April 20, 2023. This is a no-cost change order. Funding Source P530.

19. Discuss, consider and take appropriate action on allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Juvenile Justice Center Records Room Remodel (P543), which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

20. Discuss, consider, and take appropriate action on approving quote #2023178 for purchase of Class A Commercial Driver's License (CDL) Training classes via the CDL Elite Program from Good Roby LLC for the Road and Bridge Department in the amount of $28,400.00 , exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) for personal or professional service and authorizing the execution of this agreement.

21. Discuss, consider and take appropriate action on a revised Resolution for a TxDOT Advance Funding Agreement for off-system bridge and roadway realignments.

22. Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 2 subdivision – Precinct 2.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Corridor C/ SH29, under IFB #23IFB67. Funding Source is P459.

REGULAR AGENDA

24. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Joseph Roland Ledoux) who passed away in Williamson County, Texas where there has been an inquest by the Justice of the Peace Pct 3 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

25. Proclamation in recognition of National Crime Victims' Rights Week and proclaiming April 23 - 29, 2023 Crime Victims' Rights Week in Williamson County.

26. Discuss, consider and take appropriate action on a resolution recognizing the Williamson County Child Welfare Board and the Friends of the Williamson County Child Welfare Board for their efforts in Williamson County.

27. Discuss, consider and take appropriate action to declare the week of April 9 - 15, 2023, National Public Safety Telecommunicators Week.

28. Discuss, consider and take appropriate action on a Proclamation recognizing April 9-15, 2023 as National Animal Control Officer Appreciation Week.

29. Receive, review and discuss the 2022 Annual Comprehensive Financial Report and the Popular Annual Financial Report. Only if necessary, take action regarding the same.

30. Discuss, consider, and take appropriate action on a proposed plan for a shared cost structure for non-County dispatched agencies.

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

32. Discuss, consider and take appropriate action on budget and proposed projects for American Rescue Plan Act (ARPA) funding.

33. Discuss, consider and take appropriate action on setting a public hearing on the 23rd day of May 2023, at the Williamson County Commissioners Court, 710 Main Street, Georgetown, Texas 78626 at 10:00 am to consider a Petition for Creation of Emergency Services District No. 13.

34. Discuss, consider, and take appropriate action on a Commercial Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties whereby Brinegar Properties will be authorized to sell the commercial real estate located 747 CR 138, Hutto, Texas pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

35. Discuss, consider, and take appropriate action on a Consent and Development Agreement with DMB Development, LLC and the Solana Municipal Utility District No. 1 regarding the creation of the proposed municipal utility district and the donation of proposed right of way for Corridor J.

36. Discuss, consider, and take appropriate action on a Development Agreement Regarding Ronald Reagan Boulevard between Williamson County and PR South, Inc. relating to the Parmer Ranch Development.

37. Discuss, consider, and take appropriate action on approving Service Agreement #2023169 between Williamson County and The Brandt Companies LLC in the not-to-exceed amount of $250,000.00, pursuant to Choice Partners Coop contract #22/049MF-15 and authorizing the execution of the agreement.

38. Discuss, consider, and take appropriate action on approving the purchase #2023149 between Williamson County and CDW-G, LLC for a one (1) year license subscription for Falcon Complete for the amount of $139,695.80, pursuant to TIPS contract #200105, and authorizing the purchase.

39. Discuss, consider and take appropriate action for the Parks Department to make application for a TxDOT 2023 Transportation Alternative grant for a shared-use path extension on the Brushy Creek Regional Trail.

40. Discuss, consider and take appropriate action for the Parks Department to make application for a TxDOT 2023 Transportation Alternative grant for a shared-use path between CR137 and the Samsung plant west of Taylor. Project is associated with a future road project.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$59,725.11
	0546.0000.367440	Jane's Fund Donations	$14,232.28
	0546.0000.367443	Heart Worm Donations	$12,382.18
	0546.0000.367445	SIT Team Donations	$751.00
	0546.0000.367447	Animal Transport Donations	$5,125.00
	0546.0000.367448	Kitten Care Donations	$4.465.00
	0546.0000.370150	Sales of Pet Care Products	$835.86

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$835.86
	0546.0546.003670	Use of Donations	$59,725.11
	0546.0546.004100	Professional Services	$14,232.28
	0546.0546.004105	Foster Home Care	$4,465.00
	0546.0546.004231	Travel	$5,125.00
	0546.0546.004232	Training	$751.00
	0546.0546.004975	Animal Medical Care	$12,382.18

43. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $40,347.72 for Project 2138 CR 101 (James Construction Group) P: 269 Funding Source: Road Bond.

44. Discuss, consider and take appropriate action on a purchase contract with William C. Long and Susan J. Long for 0.007 acres needed as right of way on the CR 255 project (Parcel 10). Funding Source: TANS P588

45. Discuss, consider and take appropriate action on a purchase contract with PAG West, LLC for 0.087 acres needed as right of way on the Hero Way project (Parcel 300). Funding Source; Road Bonds P326

46. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.982 acres for right of way and 0.146 acres for a drainage easement required for the construction of Hero Way. (Heroway Crossing, LLC/ Parcel 326) Funding Source: Road Bonds P326

47. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.176 acres for right of way required for the construction of Hero Way. (Zoomers Investment Group, LLC/ Parcel 338) Funding Source: Road Bonds P326

48. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.109 acres for right of way required for the construction of Bagdad Road/CR 279. (Roger D. Bonnet and Patricia L. Bonnet as trustees of the Roger D. and Patricia L. Bonnet Trust dated October 1, 2020/ Parcel 23) Funding Source: Road Bonds P343

49. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.577 acres for right of way required for the construction of Bagdad Road/CR 279. (Daniel and Karen Vaughn/ Parcel 30) Funding Source: Road Bonds P343

50. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 1.179 acres for right of way required for the construction of Bagdad Road/CR 279 (Mark A. and Paula W. Lumpkin/ Parcel 34). Funding Source: Road Bonds P343

51. 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)."

52. 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) Sale 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.

53. 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
h) Project Skyfall
i) Project Sofia

54. 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 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.

55. 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).

56. 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).

57. 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)

58. Discuss and take appropriate action concerning economic development.

59. Discuss and take appropriate action concerning real estate.

60. 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:

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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
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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
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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.

61. 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.

62. Comments from Commissioners.

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

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 6th day of April 2023 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 04/11/2023

Discuss, consider, and take appropriate action on a line item transfer for Rcds Mgmt/Prsrv Fd-Co Wide

Submitted For: Richard Semple **Submitted By:** Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Rcds Mgmt/Prsrv Fd-Co Wide

Background

Amount budgeted was an estimate last April. Due to price increases, another $728.70 is needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0390-0390-004100	Professional Services	$728.70
To	0390-0390-004505	Software Maintenance	$728.70

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:24 AM
Budget Office	Saira Hernandez	04/06/2023 11:48 AM
Form Started By: Tammy McCulley		Started On: 04/06/2023 08:54 AM
Final Approval Date: 04/06/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 04/11/2023

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

Bilingual Stipend

Bilingual Stipend LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	04/06/2023 08:35 AM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:23 AM
Form Started By: Kayla Marek		Started On: 04/06/2023 08:13 AM
Final Approval Date: 04/06/2023		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Grant	Juv Prob Officer II Grant.1034.001100.	13847	$54,250.87	$1,085.01	2.00	$55,335.88	-	MERIT	14-Apr-23
Sheriff's Office	Financial Specialist.1420.001100.	04309	$62,348.89	$1,870.46	3.00	$64,219.36	-	MERIT	14-Apr-23
Tax Assessor/Collector	Senior Tax Specialist.1762.001100.	15383	$42,347.76	$1,270.44	3.00	$43,618.20	-	MERIT	14-Apr-23
Tax Assessor/Collector	Office Administrator.1457.001100.	13930	$51,611.64	$1,548.35	3.00	$53,160.00	-	MERIT	14-Apr-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	1085.01	
01	0100	0576	001130		1085.01
01	0100	0560	001100	1870.46	
01	0100	0560	002010	143.09	
01	0100	0560	002020	290.67	
01	0100	8003	001130		1870.46
01	0100	8003	002010		143.09
01	0100	8003	002020		290.67
01	0100	0499	001100	2818.79	
01	0100	0499	001130		2818.79

Department	Position	EE ID	Testing Approved Stipend	Annual Stipend Amount	Stipend Start Date
Justice of the Peace 4	Court Clerk I.1015.001100.	16434	BASIC	$600.08	14-Apr-23

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0100	0454	001914	279.27		
01	0100	0454	002010	21.36		
01	0100	0454	002020	43.40		
01	0100	0409	004999		344.03	
01	0100	0570	001914		417.75	Reverse BL LIT 1.10.23
01	0100	0570	002010		31.96	Reverse BL LIT 1.10.23
01	0100	0570	002020		64.92	Reverse BL LIT 1.10.23
01	0100	0576	001914		5,012.98	Reverse BL LIT 1.10.23
01	0100	0576	002010		383.49	Reverse BL LIT 1.10.23
01	0100	0576	002020		779.02	Reverse BL LIT 1.10.23
01	0100	0409	004999	6,690.12		Reverse BL LIT 1.10.23
01	0100	0576	001914	417.75		Correction BL LIT 1.10.23
01	0100	0576	002010	31.96		Correction BL LIT 1.10.23
01	0100	0576	002020	64.92		Correction BL LIT 1.10.23
01	0100	0570	001914	5,012.98		Correction BL LIT 1.10.23
01	0100	0570	002010	383.49		Correction BL LIT 1.10.23
01	0100	0570	002020	779.02		Correction BL LIT 1.10.23
01	0100	0409	004999		6,690.12	Correction BL LIT 1.10.23

Commissioners Court - Regular Session **5.**

Meeting Date: 04/11/2023

Re-class

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving PCN 1830 being reclassed to EMT-Basic instead of PCN 0810.

Background

Three PCN's were approved on March 28, 2023, item # 23. PCN 0810 was put into the agenda item in error. The correct PCN is 1830.

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	04/05/2023 03:57 PM
Form Started By: Michael Knipstein		Started On: 04/05/2023 03:49 PM
Final Approval Date: 04/05/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/11/2023

Justice of The Peace 1 FEBRUARY 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, February 2023 Monthly Report, in compliance with Code of Crim Proc.§103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FEBRUARY_2023_EOM_REPORT_JP1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/05/2023 09:23 AM
Form Started By: Geneva Salazar		Started On: 04/04/2023 02:06 PM
Final Approval Date: 04/05/2023		

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 February, 2023.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 4 day of April 2023 to certify which witness my hand and seal of office.

NOTARY PUBLIC
in and for the State of Texas

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

Final Run

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL

OFFICIAL JUSTICE COURT MONTHLY REPORT

Month February **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 4/4/2023 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 February Year 2023	Non-Parking	Parking	County Ordinance	Penal Code	Other State Law	County Ordinance
1. Total Cases Pending First of Month:	2268	42	0	108	85	8
a. Active Cases	1968	42	0	105	67	8
b. Inactive Cases	300	0	0	3	18	0
2. New Cases Filed	41	3	0	4	1	0
3. Cases Reactivated	16	0	0	0	1	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	2025	45	0	109	69	8
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions *(Disposed without appearance before a judge (CCP Art. 27.14))*	43	1	0	3	2	0
b. Dismissed by Prosecution	1	0	0	1	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)*	4					
b. After Deferred Disposition *(CCP, Art. 45.051)*	3	0	0	0	1	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	2	0	0	0	0	0
9. All Other Dispositions	0	0	0	0	0	0
10. Total Cases Disposed	53	1	0	4	3	0
11. Cases Placed on Inactive Status	0	0	0	0	0	0
12. Total Cases Pending End of Month:	2256	44	0	108	83	8
a. Active Cases *(Equals Line 5 minus the sum of Lines 10 & 11)*	1972	44	0	105	66	8
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 11)*	284	0	0	3	17	0
13. Show Cause Hearings Held	47	1	0	2	1	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 February **Year** 2023	**Debt Claim**	**Landlord/Tenant**	**Small Claims**
1. Total Cases Pending First of Month:	1208	94	275
a. Active Cases	1207	94	274
b. Inactive Cases	1	0	1
2. New Cases Filed	157	103	18
3. Cases Reactivated	0	0	0
4. All Other Cases Added	1	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	1365	197	292
DISPOSITIONS			
6. Default Judgments	27	0	0
7. Agreed Judgments	5	0	1
8. Trial/Hearing by Judge/Hearing Officer	0	38	0
9. Trial by Jury	0	0	0
10. Dismissed for Want of Prosecution	11	10	0
11. Non-suited or Dismissed by Plaintiff	42	54	2
12. All Other Dispositions	1	1	0
13. Total Cases Disposed *(Sum of Lines 6 through 12)*	86	103	3
14. Cases Placed on Inactive Status	0	0	0
15. Total Cases Pending End of Month:	1280	94	290
a. Active Cases *(Equals Line 5 minus the sum of Lines 13 & 14)*	1279	94	289
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 14)*	1	0	1
16. Cases Appealed:			
a. After Trial	0	6	0
b. Without Trial	0	0	0

JUVENILE/MINOR ACTIVITY

Court JP1	
Month February **Year** 2023	**Total**
1. Transportation Code Cases Filed	0
2. Non-Driving Alcoholic Beverage Code Cases Filed	1
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))*	11
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)*	1

ADDITIONAL ACTIVITY

Court JP1		
Month February Year 2023	NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
1. Magistrate Warnings: a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	0
c. Felonies	1	0
		TOTAL
2. Arrest Warrants Issued: a. Class C Misdemeanors		0
b. Class A and B Misdemeanors		0
c. Felonies		1
3. Capiases Pro Fine Issued		0
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)*		0
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		18
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		4
18. Cases in Which Fine and Court Costs Waived for Indigency		0
19. Amount of Fines and Court Costs Waived for Indigency		$0
20. Fines, Court Costs and Other Amounts Collected: a. Kept by County		$35463
b. Remitted to State		$5800
c. Total		$41263

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	51.63
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	115.00
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	9,782.64
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	12,880.00
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	190.00
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	163.23
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	8,951.70
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	0.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	924.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-1-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	5.00
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	864.59
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:	**33,922.79**
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	12.00
	0360 - Courthouse Security Fund Total:	**12.00**
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	4.00
	0361 - JP Security Fund Total:	**4.00**
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	1,540.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,540.00**
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	16.00
	0372 - Justice Court Technology Fund Total:	**16.00**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	20.00
	0373 - JP-1 Truancy Program Fund Total:	**20.00**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208031 - 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)	3,766.97
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	420.00
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
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	89.38
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	0.20
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	1,366.44
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
	0399 - State Agency Fund Total:	**5,804.99**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	850.00
	JP BOND Total:	**850.00**
	Fee Totals for All Funds:	**42,169.78**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** 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)	40.00	8	0.00	0	0.00	0	40.00	8
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	84.38	17	0.00	0	0.00	0	84.38	17
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	174.41	37	0.00	0	0.00	0	174.41	37
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,766.97	63	0.00	0	0.00	0	3,766.97	63
2020CDF	Compliance Dismissal Fine	20.00	2	0.00	0	0.00	0	20.00	2
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	90.00	9	0.00	0	0.00	0	90.00	9
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	864.59	64	0.00	0	0.00	0	864.59	64
2020LTF	Local Traffic Fine (TC 542.403)	81.98	28	0.00	0	0.00	0	81.98	28
2020STF	State Traffic Fine (TC 542.4031)	1,366.44	28	0.00	0	0.00	0	1,366.44	28
2020TPF	Time Payment Fee CCP 102.030	163.23	13	0.00	0	0.00	0	163.23	13
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1
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	5.00	1	0.00	0	0.00	0	5.00	1
ADMIN	Administration Fee [CCP 102.072]	2.00	1	0.00	0	(2.00)	1	0.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	10.00	2	0.00	0	(5.00)	1	5.00	3
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	15.00	3	0.00	0	0.00	0	15.00	3
CB	Cash Bond	850.00	3	0.00	0	0.00	0	850.00	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	25.75	2	0.00	0	0.00	0	25.75	2
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	9,051.70	57	0.00	0	(100.00)	1	8,951.70	58
CHS	Courthouse Security Fee (CCP 102.017)	15.00	5	0.00	0	(3.00)	1	12.00	6
CHSJC	JP Security Fee (CCP 102.017)	5.00	5	0.00	0	(1.00)	1	4.00	6
COLLFEE	Collection Agency Fee	51.63	1	0.00	0	0.00	0	51.63	1
CONT1	Constable Service Fee Pct #1	9,280.00	115	80.00	1	(80.00)	1	9,280.00	117
COPY	Copies	1.00	1	0.00	0	0.00	0	1.00	1
DDF	Deferred Disposition Fee	1,560.00	8	0.00	0	0.00	0	1,560.00	8
IDF	Indigent Defense Fee (LGC 133.107)	8.00	4	0.00	0	(2.00)	1	6.00	5

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2023 - 02/28/2023** 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
INQC	Inquest Copies	0.00	0	0.00	0	(5.00)	1	(5.00)	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	20.00	5	0.00	0	(4.00)	1	16.00	6
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)	25.00	5	0.00	0	(5.00)	1	20.00	6
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	22.00	1	0.00	0	0.00	0	22.00	1
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
MISC	Miscellaneous Fee	5.00	1	0.00	0	0.00	0	5.00	1
MISCOP	Miscellaneous Copy Fees	0.50	1	0.00	0	0.00	0	0.50	1
MVF	Moving Violation Fee (CCP 102.022)	0.30	3	0.00	0	(0.10)	1	0.20	4
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,540.00	330	5.00	1	(5.00)	1	1,540.00	332
SB41JCSF	Justice Court Support Fund	7,700.00	330	25.00	1	(25.00)	1	7,700.00	332
SB41LAF	Language Access Fund - LGC 135.155	924.00	330	3.00	1	(3.00)	1	924.00	332
SB41SCF	State Consolidated Fee	420.00	20	0.00	0	0.00	0	420.00	20
WARC1	Warrant Fee - Constable Pct. 1	150.00	3	0.00	0	(50.00)	1	100.00	4
WCSO	Williamson County Sheriff	50.00	1	0.00	0	0.00	0	50.00	1
WGAR	Writ of Garnishment	10.00	1	0.00	0	0.00	0	10.00	1
WPOSS	Writ of Possession	90.00	19	0.00	0	0.00	0	90.00	19
WSF1	Constable #1 - Writ Service Fee	3,600.00	19	0.00	0	0.00	0	3,600.00	19

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	42,398.88	1,573	113.00	4	(342.10)	21	42,169.78	1,598

Commissioners Court - Regular Session **7.**

Meeting Date: 04/11/2023

Justice of the Peace 4 March 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, March 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM MAR 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:24 AM
Form Started By: Veronica Bolander		Started On: 04/06/2023 09:46 AM
Final Approval Date: 04/06/2023		

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 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 *March 2023.*

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 6th day of April 2023, to certify which witness my hand and seal of office.

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

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Receipt Number: **JP4-2023-00850 - JP4-2023-01276** Case Categories: **Civil; Criminal**
Locations: **JP4** Date: **March 2023** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**49,616.74**	**49,616.74**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**49,616.74**	**49,616.74**
Tender Method Summary			
Tender Types	Cash	4,437.67	4,437.67
	Certified Payments Credit Card	30,855.57	30,855.57
	Check	3,676.00	3,676.00
	E-File Credit Card	10,245.50	10,245.50
	Money Order	402.00	402.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Receipt Number: **JP4-2023-00850 - JP4-2023-01276** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

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	200.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	488.93
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	491.30
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	2,100.00
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	6,142.20
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	7,920.00
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	58.64
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	286.96
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	14,391.57
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	561.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,975.09
	0100 - General Fund Total:	**34,615.69**
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	19.55
	0361 - JP Security Fund Total:	**19.55**
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)	300.00
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	16.94
	0369 - JP-4 Truancy Program Fund Total:	**316.94**
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	935.00
	0370 - Alternate Dispute Resolution Fund Total:	**935.00**
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	21.55
	0372 - Justice Court Technology Fund Total:	**21.55**

Payment Report - G/L and Fund Summary

Receipt Number: **JP4-2023-00850 - JP4-2023-01276** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

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	6.77
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	215.50
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	8,684.92
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	462.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	13.55
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	20.32
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	182.32
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	0.24
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	3,843.38
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.78
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	125.00
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	9.69
	0399 - State Agency Fund Total:	**13,708.01**
	Fee Totals for All Funds:	**49,616.74**

Payment Report - Fee Code Summary

Receipt Number: **JP4-2023-00850 - JP4-2023-01276** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

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)	29.27	7	0.00	0	0.00	0	29.27	7
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	160.38	40	0.00	0	0.00	0	160.38	40
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102. 011(e)	20.00	4	0.00	0	0.00	0	20.00	4
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	485.78	112	0.00	0	0.00	0	485.78	112
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	8,684.92	165	0.00	0	0.00	0	8,684.92	165
2020CDF	Compliance Dismissal Fine	200.00	20	0.00	0	0.00	0	200.00	20
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	223.32	24	0.00	0	0.00	0	223.32	24
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,975.09	166	0.00	0	0.00	0	1,975.09	166
2020LTF	Local Traffic Fine (TC 542.403)	227.60	88	0.00	0	0.00	0	227.60	88
2020STF	State Traffic Fine (TC 542.4031)	3,793.38	88	0.00	0	0.00	0	3,793.38	88
2020TPF	Time Payment Fee CCP 102.030	286.96	26	0.00	0	0.00	0	286.96	26
AFDPS	Arrest Fee - DPS (CCP 102.011)	1.94	1	0.00	0	0.00	0	1.94	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	25.00	5	0.00	0	0.00	0	25.00	5
CB	Cash Bond	200.00	2	0.00	0	0.00	0	200.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	215.50	6	0.00	0	0.00	0	215.50	6
CCOP	Civil Copies	10.50	6	0.00	0	0.00	0	10.50	6
CFINE	County Fine	14,391.57	119	0.00	0	0.00	0	14,391.57	119
CHS	Courthouse Security Fee (CCP 102.017)	16.16	6	0.00	0	0.00	0	16.16	6
CHSJC	JP Security Fee (CCP 102.017)	3.39	4	0.00	0	0.00	0	3.39	4
CJS	Criminal Judicial Support Fee (LGC 103.105)	20.32	4	0.00	0	0.00	0	20.32	4
COLLFEE	Collection Agency Fee	488.93	7	0.00	0	0.00	0	488.93	7
CONT4	Constable Service Fee Pct #4	5,120.00	48	0.00	0	0.00	0	5,120.00	48
CSFF	Child Safety Fee (CCP 102.014(d))	40.00	2	0.00	0	0.00	0	40.00	2
DDF	Deferred Disposition Fee	159.00	8	0.00	0	0.00	0	159.00	8
FNTC1	Child Safety Seat Fine Trauma Center	125.00	1	0.00	0	0.00	0	125.00	1
IDF	Indigent Defense Fee (LGC 133.107)	6.78	4	0.00	0	0.00	0	6.78	4
JCTF	Justice Court Technology Fee (CCP 102.0173)	21.55	6	0.00	0	0.00	0	21.55	6
JFR	Jury Reimbursement Fee (CCP 102.0045)	13.55	4	0.00	0	0.00	0	13.55	4
JTP	Juvenile Truancy Program (CCP 102.0174)	16.94	4	0.00	0	0.00	0	16.94	4

Payment Report - Fee Code Summary

Receipt Number: **JP4-2023-00850 - JP4-2023-01276** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
MVF	Moving Violation Fee (CCP 102.022)	0.24	3	0.00	0	0.00	0	0.24	3
OPR	Overpayment - Refund	2,100.00	1	0.00	0	0.00	0	2,100.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	935.00	188	0.00	0	0.00	0	935.00	188
SB41JCSF	Justice Court Support Fund	4,675.00	188	0.00	0	0.00	0	4,675.00	188
SB41LAF	Language Access Fund - LGC 135.155	561.00	188	0.00	0	0.00	0	561.00	188
SB41SCF	State Consolidated Fee	462.00	23	0.00	0	0.00	0	462.00	23
SFC4	Service/Arrest Fee - Const. 4	10.00	2	0.00	0	0.00	0	10.00	2
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)	50.00	1	0.00	0	0.00	0	50.00	1
TCC	Truancy Court Cost (HB2398)	300.00	6	0.00	0	0.00	0	300.00	6
TFC	Traffic	3.00	1	0.00	0	0.00	0	3.00	1
TP	Time Payment Fee	9.69	1	0.00	0	0.00	0	9.69	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	6.77	4	0.00	0	0.00	0	6.77	4
TPWF	Texas P&W Fine	491.30	5	0.00	0	0.00	0	491.30	5
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WARC4	Warrant Fee - Constable Pct. 4	19.37	1	0.00	0	0.00	0	19.37	1
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF	Writ of Scire Facias	25.00	5	0.00	0	0.00	0	25.00	5
WSF4	Constable #4 - Writ Service Fee	2,800.00	14	0.00	0	0.00	0	2,800.00	14

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	49,616.74	1,624	0.00	0	0.00	0	49,616.74	1,624

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 3/01/2023-3/31/2023

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$1,975.09	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$691.28		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$705.39		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$564.31		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$14.11		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$1,975.09	$1,975.09			100.000000%
Collected	$1,975.09				

Commissioners Court - Regular Session **8.**

Meeting Date: 04/11/2023

Authorize Issuing RFP #23RFP60 for Property/Casualty/Worker's Comp Third-Party Administrator (TPA) for General Counsel/Risk Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for a Third-Party Administrator for Property/Casualty/Worker's Comp Claims, under RFP #23RFP60.

Background

Williamson County is requesting proposals in order to determine the costs of moving to a self-funded worker's comp program. Williamson County is currently fully insured for workers compensation but is considering the creation of a self-funded program and is seeking proposals for a third-party administrator (TPA) with network and peripheral options to run the program. The expenditure will be charged to a newly-created Risk Fund for the FY24 budget. The fund will not be created until/unless Williamson County opts for a self-funded program. Department contact is Malea Schmitt.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 03:01 PM
County Judge Exec Asst.	Becky Pruitt	04/05/2023 03:52 PM
Form Started By: Misty Brooks		Started On: 03/21/2023 11:23 AM
Final Approval Date: 04/05/2023		

Commissioners Court - Regular Session **9.**

Meeting Date: 04/11/2023

Approval of Contract for Scanning and Imaging Services from US Imaging, Inc. pursuant to Harris County ILA for Williamson County Clerk

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase contract #2023182 for Scanning and Imaging Services from US Imaging, Inc. pursuant to Harris County Interlocal Agreement (ILA) contract #2023181 in the not-to-exceed amount of $275,000.00 and authorizing the execution of associated documents.

Background

Approval of this item will support the operations of the Williamson County Clerk's Office as this purchase is for the scanning of probate records for Williamson County. The proposal is attached that outlines the scope of work required. It was verified that Harris County does have an active contract with US Imaging Inc. for this service. The Interlocal Agreement (ILA) is attached herein for approval. Budget, Audit and IT have reviewed and approved this purchase. Funding source: 01.0385.0385.004550 for $122,720.47 and 01.0384.0384.004550 for $122,720.47 with total of $245,440.94 as per FY23 budget. Department contact is Nancy Rister.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Contract and Proposal

Harris County ILA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 04:20 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:19 AM
Form Started By: Brenda Fuller		Started On: 04/04/2023 09:32 AM
Final Approval Date: 04/06/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT
(US Imaging, 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 **US Imaging, 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.

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 February 29, 2024, 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 as set out in **Exhibit "A"** upon final completion of the services as determined by County.

The not-to-exceed amount under this Contract is Two Hundred Seventy-Five Thousand Dollars ($275,000.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

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; and
B. 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.

[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.
County Judge

Date: _____ ___, 20____

SERVICE PROVIDER:

US Imaging, Inc.
Name of Service Provider

_____
Authorized Signature

Eric Nejedly
Printed Name

Date: 4/3/ ____, 2023

EXHIBIT A

Proposal to:

Scan Probate Court Records

Presented to:

Williamson County Clerk
405 Martin Luther King Street
Georgetown, TX 78626

Presented by:

US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607
www.us-imaging.com

Eric Nejedly
Western Account Manager
enejedly@us-imaging.com
(303) 319-9457

March 31, 2023

US ★ Imaging

March 31, 2023

Nancy Rister
Williamson County Clerk
405 Martin Luther King Street
Georgetown, TX 78626

US Imaging, Inc. is pleased to present this proposal to scan **Probate Records** for Williamson County. Our team will provide Williamson County with an unparalleled combination of county expertise, proven processes, and state-of-the-art technology to provide the highest quality images and indexes possible. US Imaging understands the scope of work required, the critical success factors, and the County's goals. US Imaging has become America's premier County Conversion Service for the following reasons:

- **Experience** – We have been in the imaging business for 47 years and have successfully served over 968 Counties nationwide. We are the only scanning vendor in America that exclusively serves Counties.
- **3-Stage Process** – Our unique 3-stage process allows us to provide the highest quality at the lowest price while providing the County with complete control over the image quality and project budget.
- **Stage 1: On-Site Scanning** – County Records are irreplaceable and extremely valuable; therefore, we prefer to scan all original media on-site with 24/7 access. When this cannot be accomplished, we can securely transport the files to our local office for processing.
- **State of the Art Scanners** – We are a beta test site for multiple scanner manufacturers and receive new technology several months before our competitors. We are constantly upgrading and currently operate the very latest scanners for Bound books, Photostat books, Rollfilm, Cards, Aperture Cards and Drawings.
- ***ImageXpress*** – A software utility that allows Counties to easily access images by book-page #, document #, quickly scroll through an entire book, roll, jacket or aperture card, view both TIFF & JPEG images, adjust JPEG grayscale contrast, crop, deskew, redact, mask, print, save or e-mail images as needed.
- **Stage 2: Double Inspect, Group, Index & Verify –** 100% of the images are inspected for legibility, grouped together as documents and indexed by 2 separate operators and compared electronically, any mismatches are inspected by a third operator and corrected for 100% accuracy.
- **Poor Quality Reporting –** 100% of the images are inspected two times as 12" x 18" images on 27" portrait monitors for legibility. We will provide a detailed report of Book-Page # or Document-Page # and the reason that it has been reported as poor quality: too light, too dark, blurry, A Page, retake, missing, etc.
- ***ImageReview* –** A software utility that sorts and filters the images on the poor quality image report and displays the poor quality images. The County can easily uncheck images that are acceptable quality.
- **Stage 3: Image Enhancement** – US Imaging can adjust the poor contrast of an entire roll, splice, book, jacket, aperture card, document, page or any specific area on a page to provide the most legible images possible.
- **Image & Index Formatting** – US Imaging has export formats for every County Imaging system on the market.
- **Guaranteed Quality** – If a County is ever unsatisfied with any image or index, we will correct it for free.

We appreciate the opportunity to present our services and look forward to working with you. If you have any questions, please call (303) 319-9457 or e-mail enejedly@us-imaging.com.

Sincerely,

Eric Nejedly
Western Account Manager
US Imaging, Inc.

Williamson County Requirements:

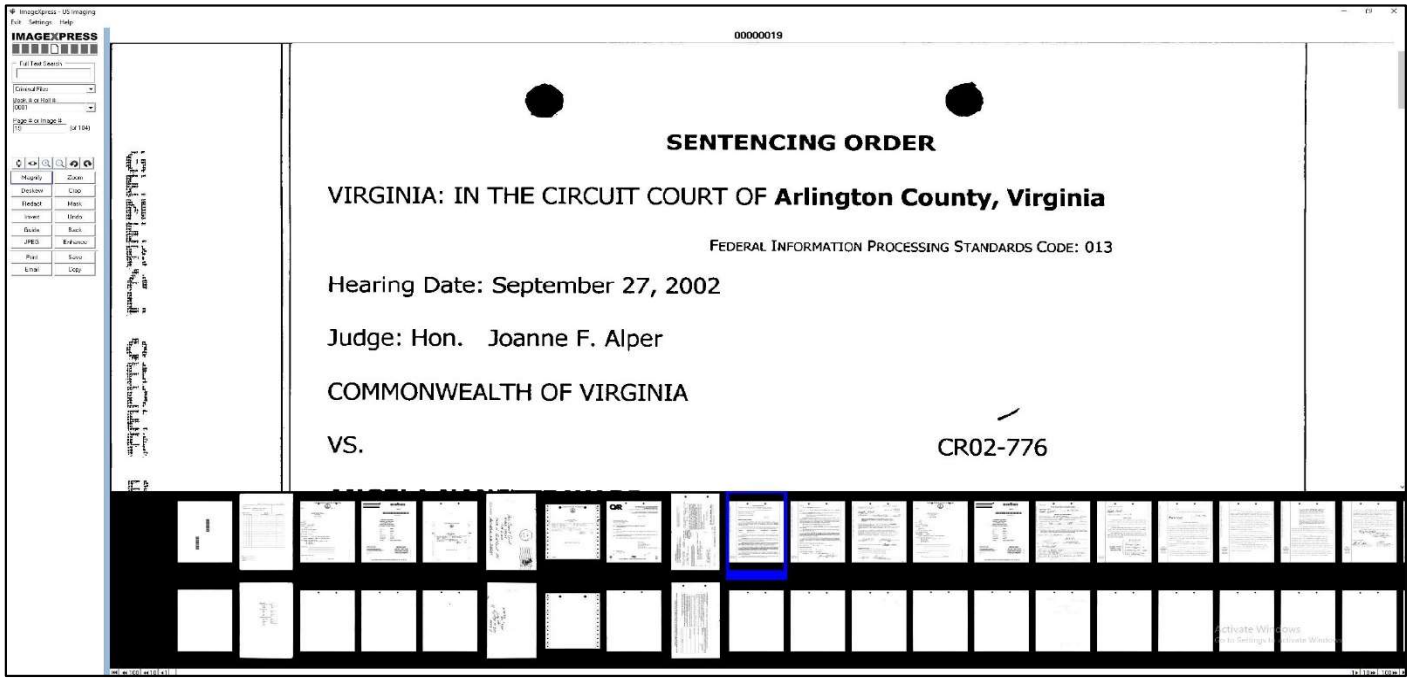
- **Hardware** – County will allocate sufficient hard drive storage to import TIFF images into the system.
- **Import** – County will work with their software vendor, **Tyler Technologies**, to import images into the *Odyssey* System.
- **Pilot** - County will inspect the first 1,000 images each time that the media changes and approve image quality and index accuracy.
- **Poor Quality Image Report** – County will review images on the poor quality image report and approve the enhancement and indexing of Poor Quality images.

US Imaging Requirements:

Stage 1 – Capture & Pilot

- **Pack &Transport** – Our staff will pack files into archival quality storage boxes. These 15”x12”10” double wall construction boxes are very durable and easy to set up. These boxes can store 12” of Legal-size files or 15” of Letter-size files. Each box will be identified by the first and last file within each box. Our experienced drivers will load the boxes into our locked trucks with GPS tracking and deliver the files directly to our facility in Saginaw, MI. If files have been stored in adverse conditions US Imaging will deploy bug and mold remediation techniques to ensure the quality of the files before they arrive at our facility.
- **Inventory** – US Imaging staff will create an inventory report of all the media types for the entire range of images that require capture. This on-line report will be utilized to track the progress of the project from start to finish.
- **Document Preparation** – US Imaging will prepare the documents for scanning by removing staples & paper clips, mounting sticky notes on blank pages and unfolding tri-fold, quad-fold and crinkled pages. Pages will be placed in archival quality boxes post scan for future shipment to Kofile for document preservation services.
- **De-Preparation** – Optional refolding of pages can be performed at an hourly rate of $40 per hour.
- **Paper Scanning** – Media up to 12” x 25” will be scanned front and back at 300dpi and saved as color JPEG images. Media larger than 12” x 25” will be scanned separately with a planetary scanner, media larger than 24” x 36” will be scanned on a wide format scanner. All images are inspected on a 27” portrait monitor during scanning to check for any overlapping or skewed pages. If an image appears to have a problem due to scanner settings or scanner error, it will be rescanned at no charge. All pages will be returned to their original folder post scan. The County will receive 100% of the color JPEG images, the front and back of all pages regardless of content, to have an exact digital backup of the physical file.
- **JPEG to TIFF Conversion** – All JPEG images will be converted to 300dpi single page Black & White TIFF images with Group IV compression. TIFF images will be sequentially numbered by a zero filled 8-digit number and stored in folders named by the Document Type and Case #.
- **Automatic Crop & Deskew** - Each TIFF image will be run through a software program to remove solid black borders and automatically deskew crooked pages to reduce file size by approximately 25%. Despeckle is not performed on scanned images as it has a tendency to remove punctuation.
- **USB Hard Drives** – All single page JPEG images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be stored at US Imaging for additional processing and off-site backup.

- ***ImageXpress*** – We will provide a software utility called ***ImageXpress*** to allow the County to retrieve single page JPEG & TIFF images until final images from Stage 3 are completed and imported into the Document Management System. End users can retrieve digital images in the same manner as they currently do from microfilm and books, only much faster! Digital images can be viewed at Fit to Height, Fit to Width, Zoomed, Deskewed, Cropped, Redacted, Masked, Inverted, and viewed in Black & White or Grayscale. Grayscale images can be adjusted lighter and darker and multiple pages can be selected for printing, saving, or e-mailing as TIFF, JPEG or PDF. A web-based version is also available if the County would prefer to host the images or have US Imaging host the images. Training will be provided via GoToMeeting at no charge.

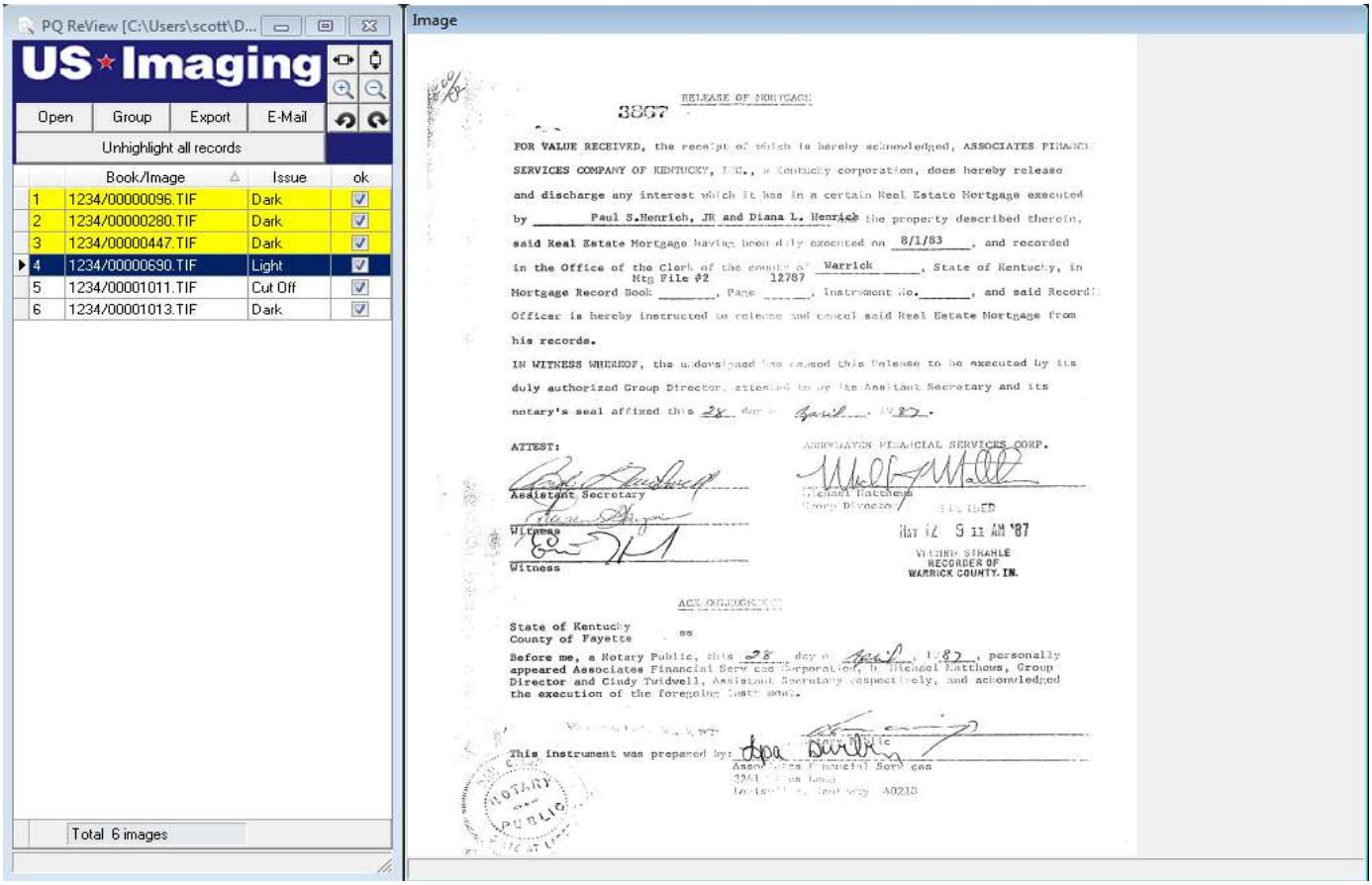


Stage 2 – Crop, Inspect, Group, Index and Verify

- **Excess Border Removal** – Due to certain page sizes the automatic crop included in Stage 1 may leave large white borders, black borders, black lines, and shadows on the images. Manual cropping can be performed to provide a more accurate original page size, fewer bytes per image and better performance of your system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- **Single Inspect & Report Quality** – Each black and white TIFF image will be visually inspected as a 12”W x 18”H image on 27” Portrait monitors and compared to the color or grayscale JPEG image on a second monitor and TIFF images with missing light data or gray shaded boxes that turn black with be reported as poor quality. Our staff will also check for sequential page order, missing pages, duplicate pages, “A” pages, retakes, and image quality. Particular attention is to be given to the Party Names, Dates, Legal Descriptions and Signatures during this process. If any part of the image is considered illegible it will be added to the Poor Quality Image Report. The poor quality issues that will be identified in the report are image too dark, image too light, blurry, white spots, black spots, poor original, out of order, missing, duplicate, “A” page & retake.
- **Double Inspect & Verify (Optional)** – Image quality is subjective, and we highly recommend a second opinion. 100% of the images will be inspected and reported a second time by a second inspector. The poor quality images identified by the first inspector and the second inspector will be consolidated into one Poor Quality Image Report to guarantee the highest image quality possible.
- **Manually Group & Index –** During scanning images are captured as single images and stored in folders by each Book #. If Computer Index data is not available, our staff will manually group individual pages together for each document and index each document by the Case # of the first page of each new document.
- **Double Group, Index & Verify (Optional) –** Manual grouping and Indexing is prone to human errors, and we highly recommend double grouping and indexing to eliminate them. 100% of the images will be grouped and indexed a second time by a second indexer. The documents and indexes identified by the first indexer and the second indexer will be compared electronically and any mismatches will be inspected, verified, or corrected by a third indexer to guarantee the

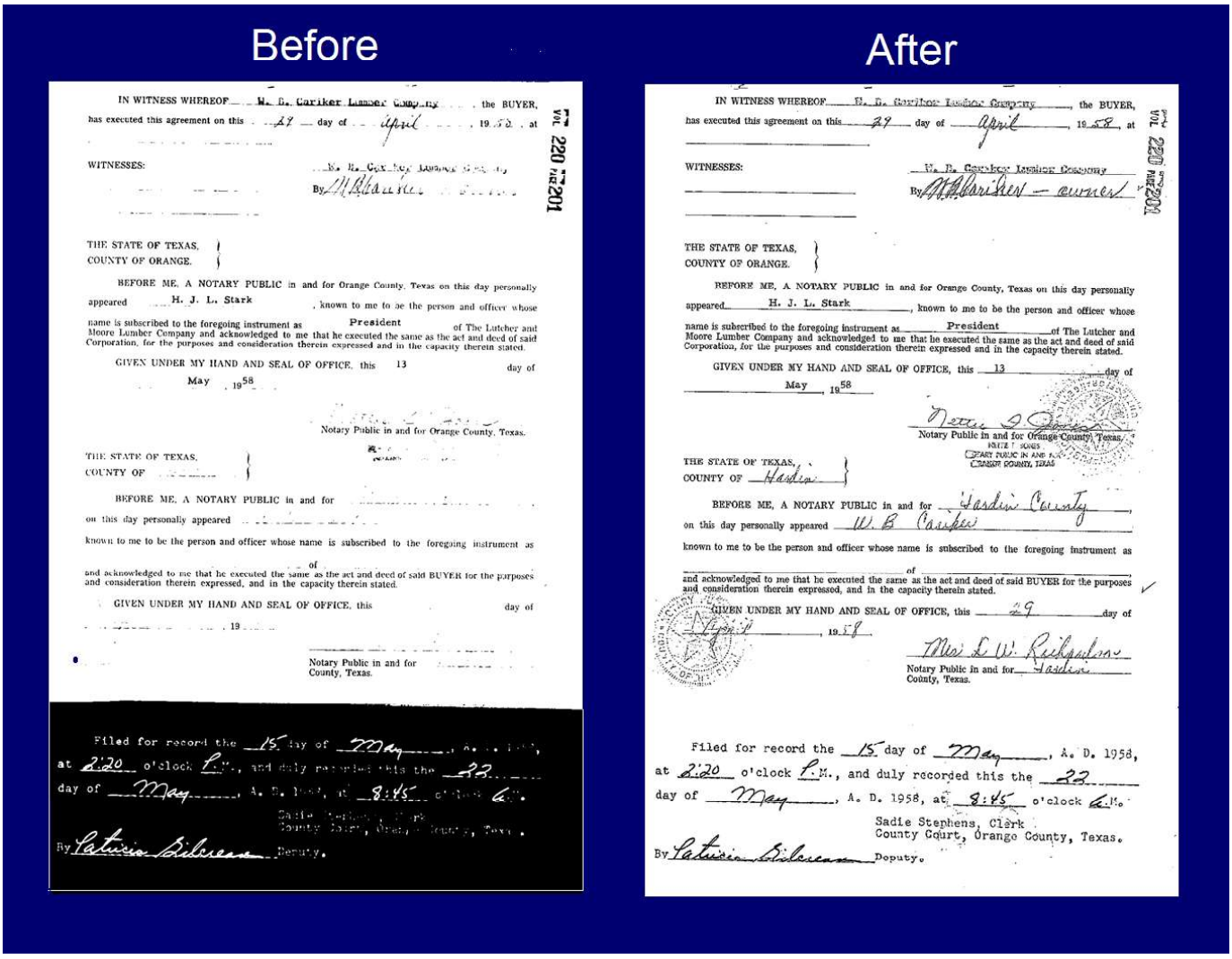
highest grouping and indexing accuracy possible.

- **USB Hard Drives** – 100% of the inspected, cropped, grouped, indexed and verified TIFF images, the Poor Quality Image Report and ***ImageReview*** Software will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for review and on-site backup. One set will be copied to the Stage 1 drive and stored at US Imaging for off-site backup.
- **ImageReview Software** - We will provide a reviewing software program called ***ImageReview*** that will allow the County to easily sort the Poor Quality Report by Document-Page #, Book-Image # or Poor Quality Issue (light, dark, blurry, etc.). ***ImageReview*** can also filter the images by poor quality issue to isolate specific issues of concern and minimize the number of images that need to be reviewed. ***ImageReview*** will display the poor quality image so the County can see the problem with the image. Images can be deselected from the list if the image is of acceptable quality to the County. ***ImageReview*** highlights images on the list after they have been inspected so the users know if the image has already been inspected or not. Once inspection is complete, ***ImageReview*** exports an approved list of images to be enhanced that can be easily e-mailed to US Imaging and provide approval to proceed to Stage 3. This tool dramatically reduces the number of images that need to be inspected by the County and provides the County with complete control over the quality and budget.



Stage 3 – Enhance

- **Image Enhancement** – US Imaging will adjust the poor contrast of an entire page or any specific area on a page to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, US Imaging will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- **Formatting** – We will format images and indexes for both microfilm archiving, to be accomplished under a separate contract, and importing into the County's imaging system.
- **USB Hard Drives** – All formatted images will be copied to two sets of external USB Hard Drives. One set will be shipped to the County for import and on-site backup. One set will be copied to the Stage 1 drive and stored and US Imaging for off-site backup.



Project 1: Estimated Investment to Scan Probate Records at Round Rock Warehouse

Encapsulated (Probate Case #1-1455)

1,455	Files	@	40	Pages per Case File	=	58,200	Pages
58,200	Pages	@	45%	Pages with Backsides	=	26,190	Backsides

Tri-Folds (Probate Case #2586-10850)

36	Drawers	@	15.7	Cabinets	=	564	Drawers
564	Drawers	@	8	Inches per Drawer	=	4,512	Inches
4,512	Inches	@	65	Tri-Folded Pages per Inch	=	293,280	Pages
293,280	Pages	@	45%	Pages with Backsides	=	131,976	Backsides
517,911	Images	@	20%	Poor Quality Images	=	103,583	Poor Images
84,390	Images	@	600	Encapsulated Images Scanned per Hour per Staff	=	141	Hours
293,280	Pages	@	125	Pages Prepped & Scanned per Hour per Staff	=	2,347	Hours
2,488	Hours	@	22	Hours per Day with 24/7 Access in Round Rock, TX	=	114	Days
4,512	Inches	@	12	Inches per Archival Quality Box (15"x12"x10")[1]	=	376	Boxes
517,911	Images	@	400	Images per Gigabyte for Color/Grayscale JPEG Format	=	1,295	GB for JPEG's
517,911	Images	@	4,000	Images per Gigabyte for B&W TIFF Format	=	130	GB for TIFF's

Stage 1

114	Days	@	$400.00	Per Day On-Site with 24/7 Access in Round Rock, TX	=	$45,600.00	
84,390	Images	@	$0.20	Per Image to Scan 300dpi JPEG (Encapsulated)	=	$16,878.00	
8,265	Images	@	$0.20	Per Image to Scan 300dpi JPEG (Envelopes)	=	$1,653.00	
425,256	Images	@	$0.20	Per Image to Scan 300dpi JPEG (Tri-Folds)	=	$85,051.20	63%
517,911	Images	@	$0.01	Per Image to Convert JPEG to B&W TIFF	=	$5,179.11	$154,361.31

Stage 2

517,911	Images	@	$0.025	Per Image to Remove Excess Borders	=	$12,947.78	
517,911	Images	@	$0.025	Per TIFF to Single Inspect & Report to 98% Quality	=	$12,947.78	
517,911	Images	@	$0.025	Per TIFF to Double Inspect & Report to 100% Quality	=	$12,947.78	
517,911	Images	@	$0.025	Per TIFF to Single Group & Index to 98% Accuracy[2]	=	$12,947.78	26%
517,911	Images	@	$0.025	Per TIFF to Double Group & Index to 100% Accuracy[2]	=	$12,947.78	$64,738.88

Stage 3

103,583	Images	@	$0.25	Per TIFF to Enhance & Replace Poor Quality	=	$25,895.75	
2	Drives	@	$200.00	Per USB Hard Drive, Copying & Backup	=	$400.00	11%
1	Shipment	@	$45.00	Per USB Hard Drive Shipment	=	$45.00	$26,340.75

Total Investment **$245,440.94**

[1]In lieu of refolding pages post scan, USI staff will pack the records in boxes for Kofile Preservation.

[2]Group & Index by Case #

NOTE: Some Case Files are being preserved by Kofile and are not physically available for scanning at this time.

ACCEPTANCE AND AUTHORIZATION:

The proposed quantities above are estimated; invoiced quantities will be actual. Invoices will be issued at the completion of each Stage or Hard Drive shipment. **Final Images will be delivered to the County no later than September 30, 2023. The County has a do not exceed budget of $275,000; any case files that exceed this budget amount will be held for processing in FY2024. US Imaging will process the encapsulated files first, then work from Case #10850 backwards until the entire budget is utilized.**

All hard drives, images, and indexes are the exclusive property of the County. US Imaging will not reproduce or distribute Williamson County images and/or indexes to any other entity without the County's express permission.

US Imaging, Inc. has aligned itemized pricing to the services presented to Harris County through Contract/Project ID 170041. The current term of the contract between US Imaging and Harris County is valid through February 29, 2024.

Williamson County may designate acceptance of this proposal by the signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Williamson County agrees to pay US Imaging, Inc. the total amount due within 30 days from the date of invoice.

US Imaging also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Accepted by:

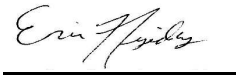
Authorized County Representative
Williamson County
405 Martin Luther King Street
Georgetown, TX 78626

Signature: _____

Date: _____

Accepted by:

Eric Nejedly
Western Account Manager
US Imaging, Inc.
400 S. Franklin Street
Saginaw, MI 48607

Signature: 

Date: March 31, 2023

Please Check the Approved Project:

_____ Project 1: Scan Probate Court Records = $245,440.94

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND WILLIAMSON COUNTY

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County, Texas ("Harris County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and Williamson County, Texas ("Williamson County"), and pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. Harris County and Williamson County are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

Williamson County desires Harris County's assistance in purchasing certain materials, goods or services and Harris County desires Williamson County's assistance in purchasing certain materials, goods or services.

Harris County and Williamson County currently purchase certain materials, goods, and services from various businesses ("Vendors") under executed Harris County and Williamson County contracts.

Harris County agrees to allow Williamson County to utilize its current contracts and Williamson County agrees to allow Harris County to utilize its current contracts in order to increase the efficiency and effectiveness of government.

Terms

I.

Each Party agrees to supply the other Party with information concerning contracts each Party currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the Party currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate a Party to purchase any materials, goods, or services from any particular Vendor. A Party shall not, under any circumstances, be obligated to procure any materials, goods, or services for the other Party nor to include the other Party in any procurement effort. Each Party reserves the right, in its sole discretion, to terminate any or all of its contracts with any Vendor(s) without the prior written notice or approval of the other Party. Neither Party owes the other Party any obligation whatsoever for the use of its contracts. Neither Party owes compensation to the other Party for the use of its

current executed contracts. Neither Party shall enter into any contract allowing any third party including, but not limited to other municipalities, agencies, departments, counties, cooperative purchasing organizations or other governmental entities, the use of the other Party's contracts through the utilization of this Agreement.

II.

Each Party requesting Vendor to supply materials, goods, or services (the "Requesting Party ") under an executed contract from the other Party ("Contracting Party") will enter into a contract with the Vendor. Each Vendor, in its own discretion, must agree to allow the Requesting Party to purchase materials, goods, or services under the contract between the Vendor and the Contracting Party. The following language shall be included in each contract the Requesting Party enters into with a Vendor.

> The materials, goods, or services subject to this contract are being procured using an executed contract between Vendor and [name of Contracting Party], subject to the following.
>
> Vendor has the right to refuse the [name of Requesting Party] request to use the [name of Contracting Party] executed contract;
>
> If Vendor agrees to contract with [name of Requesting Party] using its executed contract with [name of Contracting Party], then all materials, goods, or services purchased under the Agreement between [name of Requesting Party] and Vendor shall be in accordance with the current terms and conditions of the [name of Contracting Party] executed contract;
>
> [name of Requesting Party] shall have no authority whatsoever to change any terms, conditions, or pricing in any [name of Contracting Party] contract;
>
> In the event that the contract was procured using a Request For Proposals or any other procurement process that allows for negotiation, the [name of Requesting Party] may negotiate pricing and terms that would apply to [name of Requesting Party] only;
>
> Vendor shall bill [name of Requesting Party] directly for any and all materials, goods, or services purchased by [name of Requesting Party] under the [name of Contracting Party] executed contract;
>
> Vendor shall look only to [name of Requesting Party] for any and all compensation owed for purchases made by [name of Requesting Party] utilizing the executed [name of Contracting Party] contract; and
>
> Vendor shall settle any and all disputes with [name of Requesting Party] concerning any purchases made by [name of Requesting Party]. [name of Contracting Party] shall not be a party to any dispute between Vendor and [name of Requesting Party], nor be responsible in any way for the acts or omissions of [name of Requesting Party]

III.

Each Party understands that all the materials, goods, or services procured using the other Party's executed contracts shall be procured by the Party in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the County Purchasing Act Tex. Loc. Gov't Code §§ 262.021, *et. seq* as amended and the Purchasing and Contracting Authority of Municipalities Tex. Loc. Gov't Code Ann. §§ 252.001, *et. seq.*, as amended.

IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by the Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and the Requesting Party shall be handled between the Requesting Party and Vendor. Vendors shall bill the Requesting Party directly for all materials, goods, or services ordered by it. The Requesting Party understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to Tex. Gov't Code Ann. §§ 101.021, *et. seq.*, as amended.

V.

EACH PARTY SHALL BE RESPONSIBLE FOR ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY'S EMPLOYEES, OFFICIALS, AGENTS OR SUBCONTRACTORS ARISING OUT OF OR UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY THE PARTY OR ITS EMPLOYEES, OFFICIALS, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH IT EXERCISES CONTROL.

VI.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court

of competent jurisdiction in Houston, Harris County, Texas.

VII.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

VIII.

The term of this Agreement shall commence upon approval of all Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Each Party shall have the right to immediately terminate this Agreement upon a material breach by the other Party, which shall include but not be limited to noncompliance with Article II.

Either Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Party to this Agreement. The obligations of the Requesting Party to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the Contracting Party's contracts, until performed or discharged by the Requesting Party.

IX.

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 personally delivered to the address below, or 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 Harris County or Williamson County 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:

To Williamson County: Williamson County, Texas
405 MLK Suite 203
Georgetown, TX 78626
Attn: Nancy Rister

To Harris County: Harris County Purchasing Agent
1111 Fannin, 12th floor
Houston, Texas 77002
Attn: Diandra Singleton

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

X.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

XI.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

WILLIAMSON COUNTY HARRIS COUNTY

By: _____
BILL GRAVELL, JR.
COUNTY JUDGE

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: _____
T. Scott Petty
Assistant County Attorney
C.A. File 23GEN0660

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND WILLIAMSON COUNTY

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Agreement between Williamson County and Harris County, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030; to allow Harris County to utilize the current contracts of Williamson County and to allow Williamson County to utilize the current contracts of Harris County in order to increase the efficiency and effectiveness of government. The Interlocal Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Commissioners Court - Regular Session **10.**

Meeting Date: 04/11/2023

Approval of Contract for a Postage Machine Lease with Pitney Bowes, Inc. for Justice of the Peace Pct. 2

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the lease agreement #2023170 between Williamson County and Pitney Bowes, Inc. for leasing a postage machine for the monthly charge of $395.76 for sixty (60) months pursuant to the BuyBoard contract #656-21, and authorizing the execution of the lease agreement.

Background

Approval of this lease will support the operations of the Williamson County Justice of the Peace Precinct 2 office. Lease is for 60 months at a monthly rate of $395.76 per month and billed quarterly at $1,187.28. Legal, and Contract Audit have reviewed the lease. This expenditure will be charged to 01.0100.0452.004216 as per the FY 23. Department point of contact is Melissa East.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pitney Bowes Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 03:15 PM
County Judge Exec Asst.	Becky Pruitt	04/05/2023 03:53 PM
Form Started By: Mary Watson		Started On: 03/27/2023 10:49 AM
Final Approval Date: 04/05/2023		

pitney bowes

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

WILLIAMSON COUNTY JP2

Tax ID # (FEIN/TIN)

[redacted]

Sold-To: Address

350 DISCOVERY BLVDSTE 204, CEDAR PARK, TX, 78613-2254, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Melissa East	(512) 260-4218	[redacted]

Bill-To: Address

350 DISCOVERY BLVDSTE 204, CEDAR PARK, TX, 78613-2254, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Melissa East	(512) 260-4218	[redacted]	meast@wilco.org

Ship-To: Address

350 DISCOVERY BLVDSTE 204, CEDAR PARK, TX, 78613-2254, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Sheri Friedman	(512) 260-4253	[redacted]

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWX	15lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APKG	SendPro P SendPro 360 Ship Access
1	APSD	Connect+ 145/70 LPM Speed
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	HVSP	MailCenter Shipping Bundle
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MW90007	SendPro P Series Drop Stacker
1	MW92705	MailCenter 15in Display

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJC	SPO-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM2	SoftGuard for SendPro P2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	$ 395.76	$ 1,187.28

**Does not include any applicable sales, use, or property taxes which will be billed separately.*
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through he end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on he last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at http://www.pb.com/states and are incorporated by reference (collec ively, this "Agreement"). The terms and conditions of this Agreement will govern this transac ion and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

BuyBoard #656-21
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Roger Donohue
Pitney Bowes Signature

Roger Donohue
Print Name

Operations Manager
Title

March 28, 2023
Date

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Sales Information

Account Rep Name	Email Address	PBGFS Acceptance
Boyd Hering	boyd.hering@pb.com	

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Pitney Bowes Confidential Information

Commissioners Court - Regular Session **11.**

Meeting Date: 04/11/2023

Approval of Ratification and Emergency Purchase Exemption of Generator from Genserve LLC dba as LJ Power Generators for ITS/Wireless 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 and ratifying the Emergency Contract between Williamson County and Genserve LLC dba LJ Power Generators for the purchase of and installation of a 100kW generator for Prime Tower in the not-to-exceed amount of $97,718.00, and exempting the service from the competitive bidding requirements as per Section 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreement.

Background

Purchase Order #183134 was issued for this emergency purchase of a replacement generator. Damage to the existing generator was caused by winter storm Mara. The contract for the emergency replacement includes removal of the current generator and installation of a 100kW generator at the site. Prime Tower is located at 1050 Rabbit Hill Road Georgetown, 78626. Funding Source is 01.0507.0507.004987 as per FY23 budget. Department point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Purchase Contract - LJ Powers

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 03:41 PM
County Judge Exec Asst.	Becky Pruitt	04/05/2023 03:54 PM
Form Started By: Mary Watson		Started On: 03/31/2023 09:35 AM
Final Approval Date: 04/05/2023		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
(Genserve LLC**)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to 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 AND PURCHASE 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 **Genserve LLC *dba* LJ Power Generators** (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 and purchase goods described herein 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.

Goods: Service Provider shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

IV.

Warranty Products: Service Provider shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit "A" and County's solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

V.

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.

VI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Ninety-Seven Thousand Seven Hundred Eighteen Dollars ($97,718.00). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue

on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

VII.

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.

VIII.

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.

IX.

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.

X.

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.

XI.

Compliance With All Laws: Service Provider agrees and will comply with 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.

XII.

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.

XIII.

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.

XIV.

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.

XV.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this 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.

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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:. 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.

XXIV.

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.

XXV.

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.

XXVI.

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.

[SIGNATURES TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

Genserve, LLC
Name of Service Provider

Dalten Lane
Authorized Signature

Dalten Lane
Printed Name

Date: March 30th, 20 23

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before **May 30, 2023**.

Cooperative Purchasing Contract or Agreement (if applicable):_____

EXHIBIT A

LJ POWER
GENERATORS

Quote Number	Quote Name	Quote Date	Expiration Date	Currency
230311-011-DL	Williamson County: Wilco Prime Site	3.14.23	4.14.23	USD

Sales Person	Manufacturing Plant	Quote Entered By	Contact No.
Dalten Lane	Aksa	Dalten Lane	512-800-3688

Project:	Ship To (FOB Factory):
Williamson County: Wilco Prime Site Buy-Board #657-21	Freight to Jobsite Included.

Line No.	Qty	Part	Description	Unit Price	Extended Total
000010	1	APD-ULJ100	100kW Generator (Purchased from supply house) scheduled for May Delivery In Lieu of the Generator in Original Price	$55,334.00	$55,334.00
000020	1	Enclosure	Steel, 150MPH Rated, Sound Attenuated Enclosure W/ Stainless Steel Lockable Hardware	Included	Included
000030	1	Tank	24HR UL142 Dual Wall Fuel Tank	Included	Included
000040	1	Generator Install	**Project Inclusions:** 1. Disconnect existing 100kW Generator 2. Extend existing concrete generator pad to accommodate new unit 3, Connection of new provided generator utilizing exiting conductors and accessory circuits 4. Crane service 5. All work to be done during normal business hours **Project Exclusions:** 1. Building permit 2. Engineered drawings 3. Gas piping, hook-up, or permitting 4, GPR scanning 5. Any cost from utility for shutdowns 6. All work associated with hazardous materials (i.e., asbestos, PCB, etc.) 7. Fuel for Generator	$12,000.00	$12,000.00
000050	1	ATS	400A, 208V, 3pole, Nema1 **Open Transition** ATS	$4,249.00	$4,249.00
000060	1	ATS Install	Install of New 400A ATS	$6,000.00	$6,000.00
000070	1	Docking Station	400A Dual Purpose Docking Station (Camlocks)	$12,000.00	$12,000.00

000080	1	Docking Station Install	Installation of 400A Docking Station	$3,334.00	$3,334.00
000090	1	Startup	Startup and Training by Factory Certified Technician	$2,134.00	$2,134.00
000100	1	Freight	Freight to Jobsite	$2,667.00	$2,667.00
000110	**1**	**Total**	**Quote Includes Above Scope of Work:**	**$97,718.00**	**$97,718.00**

Model	**Engine Manufacturer**	**Frequency / Speed (RPM)**	**Ambient (Min/Max)**
APD-ULJ100	John Deere	60 Hz / 1800	-18 °C / 40 °C
Duty / Alt Temp Rise	**Engine Model**	**Engine Control Voltage (DC)**	**Elevation**
Standby / 125 °C	4045HF485	12	1000 Ft
Genset Agency Approval	**Engine HP**	**Fuel Type**	**Enclosure / Mount Method**
UL2200	188	Diesel	Enclosed
Output Rating (kw/kva)	**Full Load Amps – (208)**	**Voltage (L-L/L-N) - Connection**	**Phase / Power Factor**
100 kW / 120 kVA	400	208 / 120	3PH / 0,8PF

ALTERNATOR

Alternator Insulation: Class H

Exciter Field Circuit Breaker: No

Alternator Excitation: Standard

ENGINE

Engine Governor Type: Electronic

Coolant Radiator: Unit mounted

Coolant Heater: Unit Mounted

Battery: Standard Starting Battery

CONTROL

Genset Controller: Microprocessor Based

Controller Low Coolant Level: Yes

ENCLOSURE

Enclosure Option: Steel – 150MPH Rated – Sound Attenuated

Intregrated Vibro Mounts: Elastomer

EXHAUST

Exhaust Mounting Method: Internally mounted – Critical Grade

POWER CONNECTION

Circuit Breaker: 1

1 Circuit Breaker Amp: 400 Amp

1 Circuit Breaker Volt Frame:	208
1 Circuit Breaker Pole:	3 Pole
1 Circuit Breaker Mount Loc,:	Unit mounted

Product Manuals

Copies of Operating Manual:	1

WARRANTY

Parts Warranty:	2 Year / 1000 Hours
Labor Warranty:	1 Year / 1000 Hours

Commissioners Court - Regular Session **12.**

Meeting Date: 04/11/2023

Authorize Issuing IFB #23IFB62 Debris Loading and Unloading Services at Florence Burn Site for Office of 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 bids for Debris Loading and Unloading Services at the Florence Burn Site for Emergency Management, under IFB 23IFB62.

Background

Williamson County seeks a qualified company to provide loading and unloading services for debris management at the Florence burn site located at 9100 SH195, Florence, TX 76527. The Commissioners' Court, on March 21, 2023 - item #64, approved an emergency contract not to exceed a ninety (90) day period. This solicitation will cover an additional 9 - month period, on an as needed basis. The estimated budget is $280,000.00 and the funding source is 01.0100.0409.004987. 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	04/05/2023 04:14 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:11 AM
Form Started By: Johnny Grimaldo		Started On: 04/03/2023 11:49 AM
Final Approval Date: 04/06/2023		

Commissioners Court - Regular Session **13.**

Meeting Date: 04/11/2023

Remote Automatic Weather Station (RAWS) Equipment and Maintenance with FTS Forest

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement #2023180 for Remote Automatic Weather Station (RAWS) equipment and annual onsite maintenance in the total amount of $92,662.20 as per GSA Contract #GS-07F-9253S and authorizing the execution of the contract.

Background

This purchase for Remote Automatic Weather Stations Equipment and annual onsite maintenance is part of the overall Flood Mapping solution Williamson County is currently developing a solicitation for. Funding Source is P383. Department Point of Contact is Michael Shoe.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 05:06 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:17 AM
Form Started By: Kerstin Hancock		Started On: 04/03/2023 09:19 PM
Final Approval Date: 04/06/2023		

WILLIAMSON COUNTY
PURCHASE CONTRACT
(FTS Forest Technology Systems Ltd)

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 **FTS Forest Technology Systems Ltd** (hereinafter "Vendor"), 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 and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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

II.

Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

III.

Warranty Products: Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in **Exhibit "A"** and County's solicitation, if applicable. Additionally, Vendor warrants that all goods are free from defects in material and workmanship.

IV.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

V.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor 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 Vendor or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 VENDOR, 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. VENDOR 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, VENDOR 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 VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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.

IX.

Compliance With All Laws: Vendor agrees and will comply with 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.

X.

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.

XI.

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.

XII.

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.

XIII.

Right to Audit: Vendor 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 Vendor which are directly pertinent to the goods to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that the County shall have access during normal working hours to all necessary Vendor 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 Vendor reasonable advance notice of intended audits.

XIV.

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

XV.

No Assignment: Vendor may not assign this Contract.

XVI.

Confidentiality: Vendor 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.

XVII.

Foreign Terrorist Organizations: Vendor 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.

XVIII.

Public Information: Vendor 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.

XIX.

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

XX.

Media Releases: Vendor 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.

XXI.

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.

XXII.

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; and
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow.

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.

XXIII.

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.

[SIGNATURES TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

FTS Forest Technology Systems Ltd
Name of Service Provider

DocuSigned by:
Daniel W. O'Connell
A271AE37A173401...
Authorized Signature

Daniel W. O'Connell General Counsel
Printed Name

Date: 3/30/2023 ____, 20____

Cooperative Purchasing Contract or Agreement (if applicable): GSA# GS-07F-9253S

Exhibit "A"
Quote/Proposal

FTS Quote

FTS
an AEM Subsidiary
1065 Henry Eng Place
Victoria, BC CANADA
V9B 6B2

Prepared by	Sales Contact Phone	Sales Contact E-mail
Jaime Bartlett	250-507-1021	jaime.bartlett@aem.eco

Customer Information		
ORGANIZATION / BUSINESS NAME: Williamson County	BILLING ADDRESS: 911 Tracy Chambers Ln, Georgetown, TX 78626	SHIPPING ADDRESS (IF DIFFERENT): 911 Tracy Chambers Ln, Georgetown, TX 78626
CONTACT NAME: Michael Shoe / CONTACT PHONE:		
CONTACT E-MAIL: michael.shoe@wilco.org		

Schedule of Products & Services

QUOTE №.: [redacted] DATE: 01/03/2023 PROJECT REF: Fixed RAWS

Product Name	Notes	Qty	Unit Price	Total Price
MAINTENANCE-AOM	Annual Onsite Maintenance	4	$2,495.00	$9,980.00
CBL-F6H2-BAT-3	Battery Cable, Dual 10A Fuse, F6 & H2, 4 Ft	4	$239.00	$956.00
BATTERY-12V-SE	Battery, 88AH, Starved Electrolyte	4	$356.00	$1,424.00
EON2-AIMABLE-MOUNT	EON2 Aimable Mount	4	$99.00	$396.00
F6-G6-TLM	F6 Datalogger With G6 & Telemetry	4	$5,887.00	$23,548.00
FTS-USB-MANUAL	FTS Product and Systems User Manuals	4	$0.00	$0.00
FUEL-ADAPT-KIT	Fuel Stick Mount to Trileg Tower	4	$121.00	$484.00
FS-3-1	Fuelstick Moisture Sensor, 12 ft Armoured Cable	4	$1,152.00	$4,608.00
GOES-ANTENNA-EON2-KIT	GOES EON2 Antenna, Cable	4	$718.27	$2,873.08
GPS-ANTENNA-WP	GPS Antenna, Top of Cabinet Mount, Cable, 19.5ft	4	$109.00	$436.00
TRILEG-GND-KIT	Kit, Grounding, Trileg	4	$222.43	$889.72
RAWS-20FT-RMY-LIGHTNING-KIT	RAWS lightning kit, 20ft mast, incl WS arm mount	4	$484.85	$1,939.40
RG-T-TRI	Rain Gauge, Trileg Mount, 20 ft Armoured Cable	4	$909.00	$3,636.00

Exhibit "A"
Quote/Proposal

aem

Schedule of Products & Services				
QUOTE No.: [redacted]	DATE: 01/03/2023	PROJECT REF: Fixed RAWS		
Product Name	**Notes**	**Qty**	**Unit Price**	**Total Price**
Shipping	Quote shipping charge	4	$1,380.00	$5,520.00
SPS-20W-F6H2	Solar Panel Kit,20W,Mount,30ft Cable to Datalogger	4	$379.00	$1,516.00
SDI-SR-PYR	Solar Rad Sensor, SDI, Sun/Sky, Mount, 14ft Cable	4	$1,133.00	$4,532.00
THS-3-1	Temp Humidity Sensor, Shield, Mounting Arm, 14ft C	4	$994.00	$3,976.00
TOWER-TRILEG	Tower, Trileg, Self Supporting, 20 ft Mast	4	$3,961.00	$15,844.00
WP-ENCL-KW1	Weatherproof Equipment Enclosure, Keyway Mounts	4	$831.00	$3,324.00
SS-RMY-TRI	Wind Sensor Mount, RM Young, Trileg & Handar Tower	4	$157.00	$628.00
SDI-WS-RMY-2	Wind Speed & Direction,SDI, 50ft Armour Cable, RM	4	$1,538.00	$6,152.00
			TOTAL	$92,662.20

Remarks:

- Quotation is valid for a period of thirty (30) days from the date of this correspondence.
- PAYMENT TERMS: Net 30 Days unless otherwise documented. Late payment fees will be charged at one percent (1%) per month or part thereof will be charged for any payment that is more than thirty (30) days late.
- CURRENCY: USD
- SHIPPING METHOD: Bestway.
- SHIPPING TERMS: Ex Works.
- MAINTENANCE: Annual service and maintenance contracts are available. The installation and/or maintenance costs quoted above are valid for standard installations and maintenance only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expenses may be subject to an additional charge.
- ESTIMATED DELIVERY: We, like many businesses, are experiencing periodic disruptions in our supply chain. Accordingly, you may expect delivery times to approach, or exceed, 8 weeks. Thank you for your patience and understanding during these unusual times. You will receive an e-mail when all, or a portion, of, your order has shipped.
- Applicable taxes are not included. This order is subject to sales tax at the time of invoicing.

Commissioners Court - Regular Session **14.**

Meeting Date: 04/11/2023

r RFCSP #23CSP39 Berry Springs Park and Issuing RFP #23RFP66 for Facilities

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on rejecting the proposals submitted for RFCSP #23CSP39 Berry Springs Park and authorize the Purchasing Agent to advertise and receive sealed proposals for a Construction Manager at Risk (CMAR) at Berry Springs Park, under RFP #23RFP66 . The Funding Source is P559.

Background

Williamson County is seeking to contract with a Construction Manager at Risk (CMAR) for Berry Springs Park Improvements including construction of a new park visitor center, new remote restrooms, expanded parking, new park maintenance compound, concrete trail extension, open-air event pavilion, campsite, and utility enhancements. To ensure oversight and management required by the logistics of this project, the Evaluation Committee is recommending that the proposals received for previously issued RFCSP #23CSP39, to be rejected. Three proposals were submitted. Budgeted amount is $4,100,000.00. A Construction Manager at Risk contracting strategy will provide for more contractor accountability on this complex project. Funding source is P559. Point of contacts are Angel Gomez and Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 04:57 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:12 AM
Form Started By: Johnny Grimaldo		Started On: 04/03/2023 11:50 AM
Final Approval Date: 04/06/2023		

WILLIAMSON COUNTY
1848
FACILITIES MANAGEMENT

March 30, 2023

Re: Request for Re-Solicitation
Berry Springs - 23CSP39

Dear [Addressee],

After review of the Project Scope and additional requirements, we are closing this solicitation with no award.

In addition, we request to resolicit this project as a Construction Manager at Risk delivery method, to ensure additional oversight and management required by the logistics of this project.

Sincerely,

Russell Fishbeck
Parks Director

WILLIAMSON COUNTY
Office# 512.943.1922
russell.fishbeck@wilco.org www.wilco.org

Commissioners Court - Regular Session **15.**

Meeting Date: 04/11/2023

Award of RFP #23RFP49 Upgrade of Irrigation Central Control System to American Irrigation Repair, LLC.for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP49, for the Upgrade of Irrigation Central Control System for Facilities Management to the only respondent, American Irrigation Repair, LLC in an amount not to exceed $187,891.00, and authorizing the execution of the agreement.

Background

The Purchasing Department solicited bids for RFP #23RFP49 Upgrade of Irrigation Central Control System. Seven hundred and eighty-four (784) suppliers were invited to bid of which fourteen (14) suppliers viewed the bid documents and one (1) supplier responded. Staff is recommending to the Williamson County Commissioners Court that American Irrigation Repair, LLC receives this award, in an amount not to exceed $187,891.00. Services shall upgrade the outdoor irrigation systems at those locations indicated on the agreement. Legal, Contract Audit and Budget have approved this agreement. All work will be completed by September 30, 2023. Funding source is 01.0100.0509.004509 as per FY23 budget. The Facilities Management Department point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Award Recommendation

Scoring Summary

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 03:25 PM
Hal Hawes	Hal Hawes	04/05/2023 04:31 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:11 AM
Form Started By: Misty Brooks		Started On: 03/29/2023 08:15 AM
Final Approval Date: 04/06/2023		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT

(American Irrigation Repair LLC**)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to 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 AND PURCHASE 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 **American Irrigation Repair LLC** (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 and purchase goods described herein 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.

Goods: Service Provider shall provide County the goods described in the attached

Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

IV.

Warranty Products: Service Provider shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit "A" and County's solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

V.

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 for one (1) year ("Initial Term"). At the end of the Initial Term of this Contract, the parties, upon mutual agreement, shall have the option to renew this Contract for two (2) additional one-year terms, with the terms and conditions remaining the same. The total period of the contract, including all terms, shall not exceed three (3) years.

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 one (1) year term.

VI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount

under this Contract is One Hundred Eighty-Seven Thousand Eight Hundred Ninety-One ($187,891). 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

VII.

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.

VIII.

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.

IX.

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.

X.

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.

XI.

Compliance With All Laws: Service Provider agrees and will comply with 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.

XII.

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.

XIII.

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.

XIV.

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.

XV.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this 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.

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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:. 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.

XXIV.

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. Request for Proposal Number – 23RFP49; 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.

XXV.

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.

[SIGNATURES TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

American Irrigation Repair LLC
Name of Service Provider

_____
Authorized Signature

Justin Wilson, Manager
Printed Name

Date: 3/29 ____, 2023

EXHIBIT A

Price Sheet for Central Control Upgrade

Location	# of stations	type	flow sensor size (inches)	Material Cost	Labor Cost	Option A	Total Cost	Option b
Juvenile Justice Center X 2	36/36	Conventional	2"/2"	7020	3973	2158	13151	2158
Facilities	18	Conventional	1	3590	1992	1079	6661	1162
Central Maintenance Facility	24	Conventional	2	3716	2001	1079	6796	2480
Inner Loop Annex Courtyard	3	Conventional	1	3435	1843	422	5699	422
Georgetown Tax Office	12	Conventional	1	3435	1981	1079	6495	847
Courthouse	24	Conventional	1.5	3631	1995	1079	6705	2249
Sheriff's Office	12	Conventional	1	3435	1981	417	5833	417
Justice Center	12	Conventional	2	3562	1990	1079	6631	3398
Parking Garage	12	Conventional	2	3562	1990	837	6389	837
Jester Annex	42	Conventional	2	4026	2022	1079	7127	2340
Cedar Park Annex	18	Conventional	1.5	3631	1995	1079	6705	2294
Round Rock Annex	6	Conventional	1	3435	1843	1079	6357	2333
Taylor Annex	12	Conventional	1	3435	1981	1079	6495	2271
Hutto Annex	18	Conventional	1	3590	1992	1079	6661	2278
Bob Philips Bldg	5	Conventional	1	3435	1843	837	6115	837
Texas Ave	12	Conventional	1	3435	1981	834	6250	834
SOTC	12	Conventional	2	3562	1990	1079	6631	2003
ESOC	26	2-wire	2	8341	7309	311	15961	924
Animal Shelter	30	Conventional	1.5	3786	2006	420	6211	420
EXPO X 2	13	2-wire/2-wire	2"/2"	12263	8217	622	21102	1216
North Campus	17	2-wire	2	6962	6659	311	13933	740
Georgetown Annex	21	2-wire	2	7529	6145	311	13985	755
							187,891	

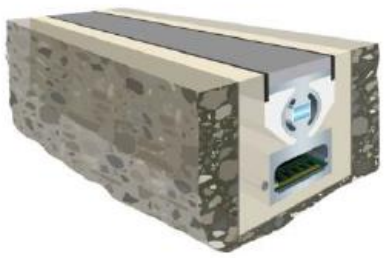
Option A if new flow sensor wiring needed from controller to flow sensor location using pathway method

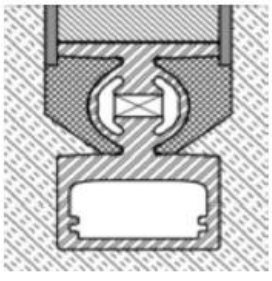
Option B new flow sensor wiring without pathway method

Notes:
Special discount for qualified system integrators and partners is only granted in case the requirements below are met and only on Kistler equipment (no services, no 3rd party products). In case of non-compliance with the below requirements, no discounts will be granted.

1. The system integrator or partner has its own installing personnel which are trained and have a valid certificate issued by Kistler for the equipment being installed. Re-certification is to be done every 3 years.
2. The WIM sensors are installed with the exclusive use of the original Grouting Compound (Type 1000A1).
3. Installation of Kistler sensors and systems is done according to Kistler instruction manuals
4. Installations are reported to Kistler for warranty registration using the official Kistler Warranty process within two weeks of the installation date.
5. The system integrator or partner takes care of sensor and system maintenance according to Kistler's requirements.
7. The system integrator or partner provides the 1st level support.
8. End user information is supplied to Kistler with the order.

Warranty:
Standard warranty of 12 months starting from the date of installation.





Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

Date: March 24, 2023

To: Williamson County Purchasing Department

Re: 23RFP49 – Irrigation Central Control Upgrade

The recommendation from the RFP Evaluation Committee is to award the Irrigation Central Control Upgrade for Williamson County contract to American Irrigation Repair, LLC. This evaluation is based on all items outlined in the evaluation criteria in 23RFP49. Proposal pricing is within budget for these services.

American Irrigation Repair, headquarter office located in Georgetown, Texas, has been in business since 1997. American Irrigation Repair staff are Licensed Irrigators and Irrigation Technicians by the Texas Commission on Environmental Quality. American Irrigation Repair has worked with Williamson County Facilities Management staff on multiple projects and routine maintenance and has familiarity with County properties. American Irrigation demonstrated experience working with multiple municipalities, City of Georgetown, GISD, among others with scope of work similar to this RFP.

Williamson County Facilities Management Department recommends that the Williamson County Commissioners Court award the contract to American Irrigation Repair, LLC based on the committee's recommendation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

Scoring Summary

Active Submissions

	Total	Company Information	Litigation	Relevant Experience and Qualifications	Proposed Methodoloy
Supplier	**/ 100 pts**	**/ 5 pts**	**Pass/Fail**	**/ 40 pts**	**/ 15 pts**
American Irrigation Repair LLC	95 pts	5 pts	Pass	35 pts	15 pts

	Compensation and Fees	References
Supplier	**/ 35 pts**	**/ 5 pts**
American Irrigation Repair LLC	35 pts	5 pts

Commissioners Court - Regular Session **16.**

Meeting Date: 04/11/2023

RFP #23RFP64 Standby Generator and Automatic Transfer Switch Preventative Maintenance,

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Standby Generator and Automatic Transfer Switch Preventative Maintenance, Repair and Rental Services for FY24, under RFP #23RFP64.

Background

Williamson County is requesting proposals for the provision of standby generator and automatic transfer switches preventative maintenance and repair and rental of generators as needed at various facilities maintained by Williamson County, Texas. The budgeted amount of $120,000.00. The funding source is 01.0100.0509.004500, 01.0100.0509.004510 and 01.0507.0507.004510 and the point of contact is Shantil Moore or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 04:50 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:14 AM
Form Started By: Stephanie Robles		Started On: 04/03/2023 01:22 PM
Final Approval Date: 04/06/2023		

Commissioners Court - Regular Session **17.**

Meeting Date: 04/11/2023

Twin Lakes YMCA Pedestrian Bridge (P555) – 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 Hagood Engineering Associates, Inc., relating to the Twin Lakes YMCA Pedestrian Bridge (P555) for $9,760. Time for performance will be provided on or before August 6, 2023.

Background

This amendment is for additional site visits required for $9,760 and extends completion to August 6, 2023. Facilities point of contact is Facilities Sr. Project Manager, Angel Gomez. Funding source is P555

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA1-SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/04/2023 12:56 PM
County Judge Exec Asst.	Becky Pruitt	04/05/2023 09:21 AM
Form Started By: Wendy Danzo		Started On: 04/04/2023 10:12 AM
Final Approval Date: 04/05/2023		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Twin Lakes YMCA Pedestrian Bridge** ("Project")

ARCHITECT/ ENGINEER: **Hagood Engineering Associates, Inc.** ("A/E")
Debbie Bauerkemper, Vice President
Business Director
900 E. Main St.
Round Rock, TX 78664

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **08/31/2022** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **add construction materials testing services to the construction observation phase of services**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article** 7 of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

(22) site visits to perform observations and documentation of general compliance with the Construction Drawings related to:

1. soils
2. reinforcing steel
3. structural steel
4. drilled piers
5. concrete.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Nine Thousand, Seven Hundred Sixty Dollars ($ 9,760)**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before 08/06/2023.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

A/E:
Hagood Engineering Associates, Inc.

By: _____
Signature

Debbie Bauer Kemper
Printed Name

V.P., Business Director
Title

Date Signed: April 4, 2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **18.**

Meeting Date: 04/11/2023

Children's Advocacy Center Addition (P530) – Vaughn Change Order #12

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. 12 for the Williamson County Children's Advocacy Center (P530) to extend substantial completion to April 20, 2023. This is a no-cost change order. Funding Source P530.

Background

This is a no cost change order to extend substantial completion by 10 days to April 20, 2023, due to delays in materials delivery. Department point of contact is Angel Gomez, Senior Project Manager for Facilities. On June 7, 2022, the Williamson County Commissioners Court approved Williamson County Sr. Project Manager, Angel Gomez, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be P530.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughn CO12

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/05/2023 04:31 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:21 AM
Form Started By: Wendy Danzo		Started On: 04/05/2023 03:35 PM
Final Approval Date: 04/06/2023		

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Williamson County
Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction

Date: 11/23/2021

CHANGE ORDER INFORMATION:
Change Order Number: 012

Date: 04/04/2023

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
BLGY Architecture
8001 Centre Park Drive, Suite 150
Austin, TX 78754

CONTRACTOR: *(Name and address)*
J. T. Vaughn Construction
10355 Westpark Drive
Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 012 includes the below listed Vaughn Change Proposal No. 0029. For Vaughn Project No. 2860-01.

- CP No. 0029 - Substantial Completion Revision $ 0.00

The original Contract Sum was	$ 7,749,572.00
The net change by previously authorized Change Orders	$ 691,417.00
The Contract Sum prior to this Change Order was	$ 8,440,989.00
The Contract Sum will be increased by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 8,440,989.00

The Contract Time will be increased by fourteen (10) days.
The new date of Substantial Completion will be 04/20/23

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

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

ARCHITECT	CONTRACTOR	OWNER
BLGY Architecture	J. T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	SIGNATURE	Jesus Angel Gomez Digitally signed by Jesus Angel Gomez DN: cn=Jesus Angel Gomez, o=Williamson County, ou=Facilities Management, email=angel.gomez@wilco.org, c=US Date: 2023.04.05 07:34:42 -05'00'
		SIGNATURE
Brody Harris, Architect	Mike Simpson, Director of Controls	Jesus Angel Gomez, Senior PM
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4/4/23	4/4/23	April 5, 2023
DATE	DATE	DATE

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User Notes: (3B9ADA43)

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

April 04, 2023

Brody Harris
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0029

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of to provide a Substantial Completion date revision for the above referenced project.

This is a zero-dollar change proposal to revise the project Substantial Completion date, only. No general conditions will be claimed for this extension.

Our price is valid for Fourteen (14) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC: Angel Gomez

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0029

Totals

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	

TIME EXTENSION TO CONTRACT: 10 Days New Substantial Completion Date: 4/20/23

Submitted Date: 4/4/2023

Accepted

By: _____

Date: _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 14 Days

Commissioners Court - Regular Session **19.**

Meeting Date: 04/11/2023

Juvenile Justice Center Records Room Remodel (P543) Energy Efficient Commercial Buildings Deduction Allocation-Hendrix Consulting

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 allocating to Hendrix Consulting Engineers a deduction arising from its creation of technical specifications for the installation of energy efficient commercial building property as part of the Juvenile Justice Center Records Room Remodel (P543), which resulted in reduced energy consumption [Per IRC §179D(d)(4)].

Background

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, building owners of energy efficient commercial buildings may take a deduction arising from the installation of energy **efficient** commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. If the building owner is a government entity, they may allocate the deduction to a designer of the energy efficient commercial building property. A review of all energy efficient systems in the allocated building(s) will be performed on behalf of the building owner. If allocable deductions are identified, they will be allocated to Hendrix Consulting Engineers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JJC Allocation Letter

JJC 179D

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/06/2023 08:40 AM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:24 AM
Form Started By: Wendy Danzo		Started On: 04/06/2023 08:25 AM
Final Approval Date: 04/06/2023		

MEP/ENERGY CONSULTANTS

HENDRIX CONSULTING ENGINEERS

COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street Round Rock, Texas 78664

PH: (512) 218-0060 FIRM F-4095 FAX: (512) 218-0077

April 4, 2023

Dale Butler
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

RE: 179D Tax Deduction Form – Wilco JJC – Records Room Reno

Dear Mr. Butler,

Federal tax law, specifically §179D of the Internal Revenue Code, permits a tax-exempt property owner to allocate certain tax deductions to the designers who are instrumental in implementing energy-saving building improvements pursuant to the Energy Policy Act of 2005 (EPAct 2005). This deduction is of no benefit to the building owner because the governmental entity does not pay taxes from which the deduction can be made. IRS definitions contained in Notice 2008-40 provide that this tax deduction incentive can be allocated primarily to the persons responsible for the design of the project.

For that reason, **Hendrix Consulting Engineers (HCE), P.C.** is requesting that this incentive be allocated to us and that you identify us as the persons responsible for the MEP design by signing the attached letter. If the enclosed form is accurate, we request that you sign and date it, then return it to us either by fax or by scanning your signed copy and emailing it to my attention.

We congratulate you and your organization for the role you have undertaken in implementing Green Building initiatives. We have enjoyed the opportunity to work with you and are proud to be a part of the effort.

If you have any questions or concerns or require further information regarding the energy-saving features of the buildings, I encourage you to contact me.

Sincerely,

Byron Hendrix
P.E., C.E.A., LEED AP

Dale Butler
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

Re: Wilco JJC

TRANSFER OF 179D TAX DEDUCTION

Under the provisions set forth by the Internal Revenue Service, Notice 2008-40, Section 3 - Special rule for Government Owned or Non Profit Buildings, the undersigned do hereby acknowledge this document as execution for transfer of allowable 179D tax deduction for the Public Building from Owner to the Designer.

Cost of the property	In excess of $1,900,000
Property Placed In Service Date	2022
179D deduction allocated to Designer – Hendrix Consulting Engineers, P.C.	100%

Owner:
"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

Name: Williamson County

Address: 3101 SE Inner Loop Rd.

City: Georgetown State: Texas Zip 78626

Phone Number: 512 – 943-1609

Authorized Representative

_____ _____
Signature Date

Designer:
I declare that I have examined this allocation, including accompanying documents and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

Name: Hendrix Consulting Engineers, P.C.

Address: 115 East Main Street

City: Round Rock State: Texas Zip 78664

Phone Number: 512-218-0060

Authorized Representative

B Hendrix 4/4/2023
Signature Date

Public Building

Name: Williamson County JJC – Records Room Reno

Address: 200 Wilco Way

City: Georgetown State: Texas Zip: 78626

Public Building

Name: Williamson County JJC – HVAC Changeout

Address: 200 Wilco Way

City: Georgetown State: Texas Zip: 78626

NOTICE 2008-40, SECTION 3 SPECIAL RULE FOR GOVERNMENT OWNED OR NON PROFIT BUILDINGS

SECTION 3. SPECIAL RULE FOR GOVERNMENT-OWNED BUILDINGS

.01 ***In General*****.** In the case of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) that is installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, the owner of the property may allocate the § 179D deduction to the person primarily responsible for designing the property (the designer). If the allocation of a § 179D deduction to a designer satisfies the requirements of this section, the deduction will be allowed only to that designer. The deduction will be allowed to the designer for the taxable year that includes the date on which the property is placed in service.

.02 ***Designer of Government-Owned Buildings*****.** A designer is a person that creates the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specifications for a new building or an addition to an existing building that incorporates energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D). A person that merely installs, repairs, or maintains the property is not a designer.

.03 ***Allocation of the Deduction*****.** If more than one designer is responsible for creating the technical specifications for installation of energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) on or in a government-owned building, the owner of the building shall—

(1) determine which designer is primarily responsible and allocate the full deduction to that designer, or

(2) at the owner's discretion, allocate the deduction among several designers.

.04 ***Form of Allocation*****.** An allocation of the § 179D deduction to the designer of a government-owned building must be in writing and will be treated as satisfying the requirements of this section with respect to energy efficient commercial building property (or partially qualifying commercial building property for which a deduction is allowed under § 179D) if the allocation contains all of the following:

(1) The name, address, and telephone number of an authorized representative of the owner of the government-owned building;

(2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the § 179D deduction;

(3) The address of the government-owned building on or in which the property is installed;

(4) The cost of the property;

(5) The date the property is placed in service;

(6) The amount of the § 179D deduction allocated to the designer;

(7) The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer's authorized representative; and

(8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

“Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.”

.05 ***Obligations of Designer*****.** Before a designer may claim the § 179D deduction with respect to property installed on or in a government-owned building, the designer must obtain the written allocation described in section 3.04. A designer is not required to attach the allocation to the return on which the deduction is taken. However, § 1.6001-1(a) of the Income Tax Regulations requires that taxpayers maintain such books and records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the taxpayer. Accordingly, a designer claiming a deduction under § 179D should retain the allocation as part of the taxpayer’s records for purposes of§ 1.6001-1(a) of the Income Tax Regulations.

.06 ***Tax Consequences to Designer of Government-Owned Buildings*****.** The maximum amount of the § 179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government-owned building to place the energy efficient commercial building property in service. A partial deduction may be allocated and computed in accordance with the procedures set forth in sections 2 and 3 of Notice 2006-52. The designer does not include any amount in income on account of the § 179D deduction allocated to the designer. In addition, the designer is not required to reduce future deductions by an amount equal to the § 179D deduction allocated to the designer. Although reducing future deductions in this manner would provide equivalent treatment for designers that are allocated a § 179D deduction and building owners that are required to reduce the basis of their energy efficient commercial building property by the amount of the § 179D deduction they claim, § 179D does not provide for any reductions other than reductions to the basis of the energy efficient commercial building property.

.07 ***Tax Consequences to Owner of Public Building*****.** The owner of the public building is not required to include any amount in income on account of the § 179D deduction allocated to the designer. The owner of the public building is, however, required to reduce the basis of the energy efficient commercial building property (or partially qualifying commercial building property) by the amount of the § 179D deduction allocated.

Commissioners Court - Regular Session **20.**

Meeting Date: 04/11/2023

Approval of Purchase for Commercial Driver’s License Training at Good Roby LLC for Road and Bridge 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 quote #2023178 for purchase of Class A Commercial Driver's License (CDL) Training classes via the CDL Elite Program from Good Roby LLC for the Road and Bridge Department in the amount of $28,400.00 , exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) for personal or professional service and authorizing the execution of this agreement.

Background

Approval of this item will support the operations of the Williamson County Road and Bridge Department. Requisition #131468 was submitted for the purchase of Class A Commercial Driver's License CDL Training classes in the amount of $3,550.00 per lesson for eight (8) employees with a total amount of $28,400.00. The CDL Elite training program consists of driver instruction classes with unlimited hours of behind-the-wheel training, and the furnishing of a dual controlled car for all practical instruction. Funding source is 01.0200.0210.004232. The point of contact is Lee Garrett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 04:54 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:16 AM
Form Started By: Stephanie Robles		Started On: 04/03/2023 05:13 PM
Final Approval Date: 04/06/2023		

CDL TRAINING AT GOOD ROBY
1 Chisholm Trail Road, Ste 450,
Round Rock, TX, 78681

To the Order of
THE WILLIAMSON COUNTY ROAD AND BRIDGE

Quote # [redacted]

Item	Description	Unit Price	Quantity	Amount	
Product	The CDL "ELITE" Program	3550.00	8.00	28,400.00	
				Subtotal	28,400.00
				Total	28,400.00
				Amount Paid	0.00
				Quote	$28,400.00

Quote Date 03/24/2023

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

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.

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.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 2023

GOOD ROBY LLC:

_____
Authorized Signature

Oleksandr Mazur
Printed Name

Date: March 24th, 2023

My contact info:
Alex Mazur +1 (512) 956-5581
cdltraining@goodroby.com

Commissioners Court - Regular Session **21.**

Meeting Date: 04/11/2023

Revised Resolution for a TxDOT Advance Funding Agreement for Off System Bridge and Roadway Realignments

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a revised Resolution for a TxDOT Advance Funding Agreement for off-system bridge and roadway realignments.

Background

CR 118 is on the Williamson County Long Range Transportation Plan (LRTP) as an arterial roadway, but the current alignment of CR 118 does not match the LRTP alignment. Road and Bridge is proposing that the replacement bridge structure and roadway be constructed at the LRTP alignment location. The cost in excess of TxDOT's Highway Bridge Replacement and Rehabilitation Program funding will be covered by the County. The additional estimated cost is $1,558,909.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Revised Resolution for CR 118

Supporting Documentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:25 AM
Form Started By: Kelly Murphy		Started On: 04/06/2023 09:52 AM
Final Approval Date: 04/06/2023		

RESOLUTION

The State of Texas
County of **Williamson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace, rehabilitates or remove structurally deficient and functional obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **Williamson County** will provide the Project funding from the Capital Project Funds.

WHEREAS, **Williamson County**, hereinafter referred to as the Local Government, own bridges and approaches:

Located on **CR 118 at COTTONWOOD CREEK**, National Bridge Inventory (NBI) Structure Number **142460AA0494001**, Control-Section-Job (CSJ) Number **0914-05-204**; and

Located on **CR 118 From 119' E of CR 119 to 1,523' E to 1,773' E of CR 100 to 2,839' E**, Control-Section-Job (CSJ) Number **0914-05-220**; and

THEREFORE, BE IT RESOLVED:

That **Williamson County** has agreed and accepted the Highway Bridge Replacement and Rehabilitation Program (HBRRP) funding for CR 118 at Cottonwood Creek (0914-05-204) in separate Advance Funding Agreement with the State. **Williamson County** shall be responsible for any cost due to changes or modification to the initial plan including any cost overruns which will be administer through this Advance Funding Agreement.

That **Williamson County** has agreed to costs outlined in the Advance Funding agreement for CR 118 From 119' E of CR 119 to 1,523' E to 1,773' E of CR 100 to 2,839' E (under CSJ#0914-05-220) with the State. **Williamson County** shall be responsible for any project cost overruns for both projects which are under CSJ#0914-05-204 and CSJ#0914-05-220.

Now therefore, the Williamson County Commissioners Court does hereby approve the Advance Funding Agreement and enter into this agreement with the Texas Department of Transportation for the Project reference above by the two CSJs. The County Judge is authorized to execute all documents necessary to complete this transaction.

APPROVAL SIGNATURES

_____

_____

Date: _____

CSJ #		0914-05-220	
District #	14	AFA ID	Z00003467
Code Chart 64 #		50246	
Project Name		CR 118 from CR 119 to east of CR 119	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Road Improvement Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS the State and Local Government have executed an Advance Funding Agreement For Bridge Replacement or Rehabilitation Off the State System on 2nd October of 2019 for project with CSJ#0914-05-204, under project name CR 118 at Cottonwood Creek, this project was included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP); and the County proposed a road re-alignment of CR 118 from (segment-1) 119 feet East of CR 119 to 1,373 feet East of CR 119, and (segment-2) from 1,923 feet East of CR 100 to 2,839 feet East of CR 100. These two segments are to be constructed on either side of new bridge under CSJ# 0914-05-204 in Williamson County, Texas as part of same overall project as part of same overall construction project as they are integral to the bridge replacement project and would be impractical to do under a different construction project with a different contractor; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as the **re-alignment of CR 118 (CSJ 0914-05-220) in Williamson County** . The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as

CSJ #		0914-05-220	
District #	14	AFA ID	Z00003467
Code Chart 64 #		50246	
Project Name		CR 118 from CR 119 to east of CR 119	

Attachment C, Resolution. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**N/A**	Utilities	Article 8
2.	**State**	Environmental Assessment and Mitigation	Article 9
3.	**State**	Architectural and Engineering Services	Article 12
4.	**State**	Construction Responsibilities	Article 13
5.	**N/A**	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of preliminary engineering (schematic, utilities, right-of-way, environmental), plans, specifications, and estimates (PS&E) and construction as follows:

A. **CSJ#0914-05-220:** road re-alignment of CR 118 from (segment-1) 119 feet East of CR 119 to 1,373 feet East of CR 119, and (segment-2) from 1,923 feet East of CR 100 to 2,839 feet East of CR 100. These two segments are to be constructed on either side of new bridge under CSJ# 0914-05-204 in Williamson County, Texas.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must

be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 S. Main Street, Ste. 101 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format

directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources.

The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ #	0914-05-220		
District #	14	AFA ID	Z00003467
Code Chart 64 #	50246		
Project Name	CR 118 from CR 119 to east of CR 119		

29. Signatory Warranty

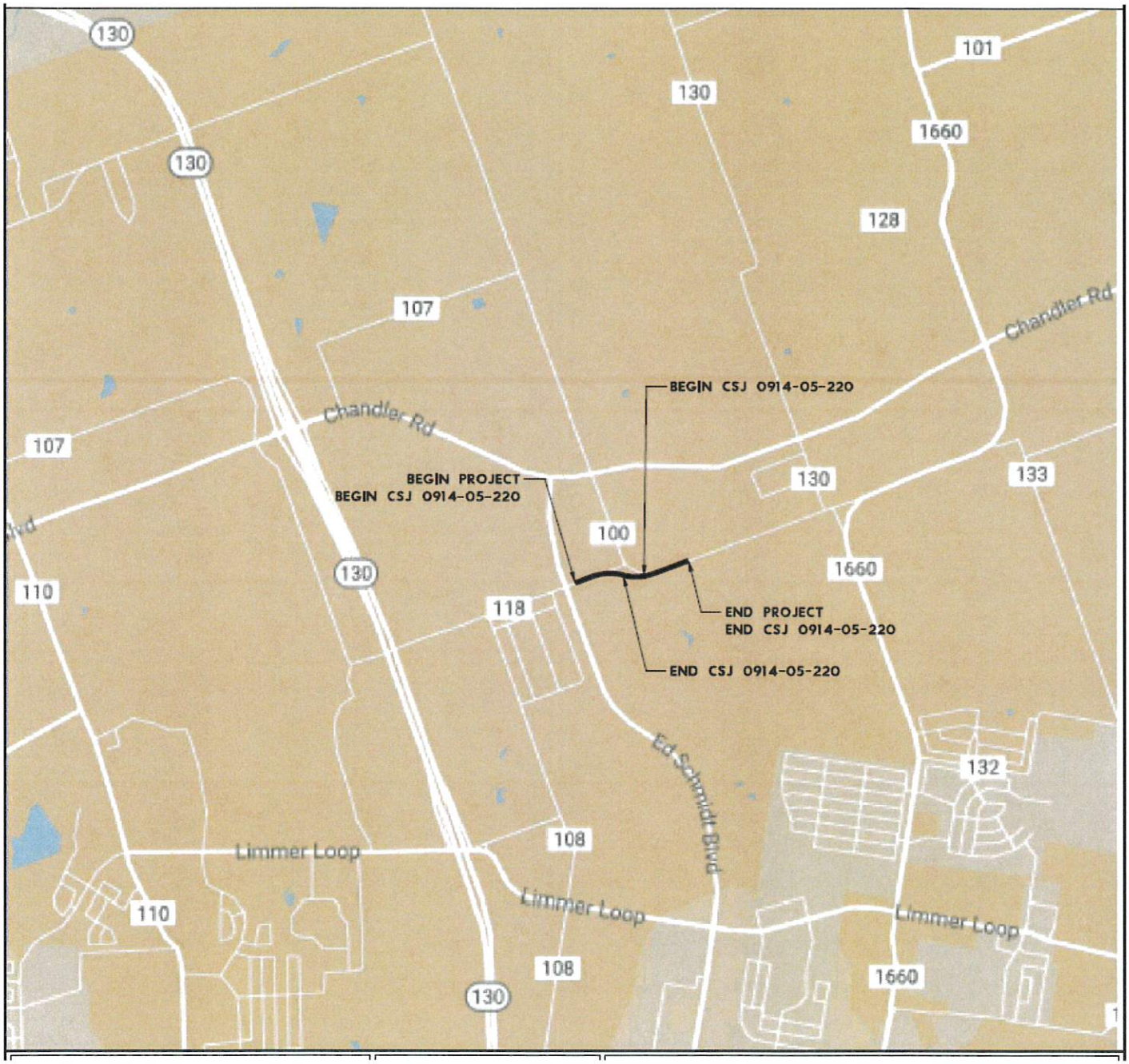
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	Bill Gravell, Jr.
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	County Judge
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

CSJ #		0914-05-220	
District #	14	AFA ID	Z00003467
Code Chart 64 #		50246	
Project Name		CR 118 from CR 119 to east of CR 119	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



CSJ #	0914-05-220		
District #	14	AFA ID	Z00003467
Code Chart 64 #	50246		
Project Name	CR 118 from CR 119 to east of CR 119		

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding until the Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by State)	$178,004	0%	$0	100%	$178,004
Construction (by State)	$1,306,671	0%	$0	100%	$1,306,671
Subtotal	$1,484,675		$0		$1,484,675
Environmental Direct State Costs	$7,423	0%	$0	100%	$7,423
Right of Way Direct State Costs	$1,856	0%	$0	100%	$1,856
Engineering Direct State Costs	$11,135	0%	$0	100%	$11,135
Utility Direct State Costs	$1,856	0%	$0	100%	$1,856
Construction Direct State Costs	$51,964	0%	$0	100%	$51,964
Indirect State Costs (4.73%)	$70,225	100%	$70,225	0%	$0
TOTAL	$1,629,134		$70,225		$1,558,909

Initial payment by the Local Government to the State: $199,899
Payment by the Local Government to the State before construction: $1,332,760
Estimated total payment by the Local Government to the State $1,532,659. This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ #	0914-05-220		
District #	14	AFA ID	Z00003467
Code Chart 64 #	50246		
Project Name	CR 118 from CR 119 to east of CR 119		

ATTACHMENT C
RESOLUTION

Commissioners Court - Regular Session **22.**

Meeting Date: 04/11/2023

Final plat for the Lariat Section 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 final plat for the Lariat Section 2 subdivision – Precinct 2.

Background

This is the next section of the Lariat (aka Northgate Ranch Phase 2) development. It consists of 93 lots, 1 drainage/pond lot, 1 open space lot, and 2 open space/drainage/pond lots along with 3,043 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $770,699.83 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-08-19 – initial submittal of the final plat
2022-09-16 – 1st review complete with comments
2022-10-31 – 2nd submittal of final plat
2022-11-15 – 2nd review complete with comments
2023-01-26 – 3rd submittal of final plat
2023-02-10 – 3rd review complete with comments
2023-04-05 – 4th submittal of final plat
2023-04-05 – 4th review complete with comments cleared
2023-04-06 – final plat placed on the April 11, 2023 Commissioners Court agenda for consideration

Fiscal Impact

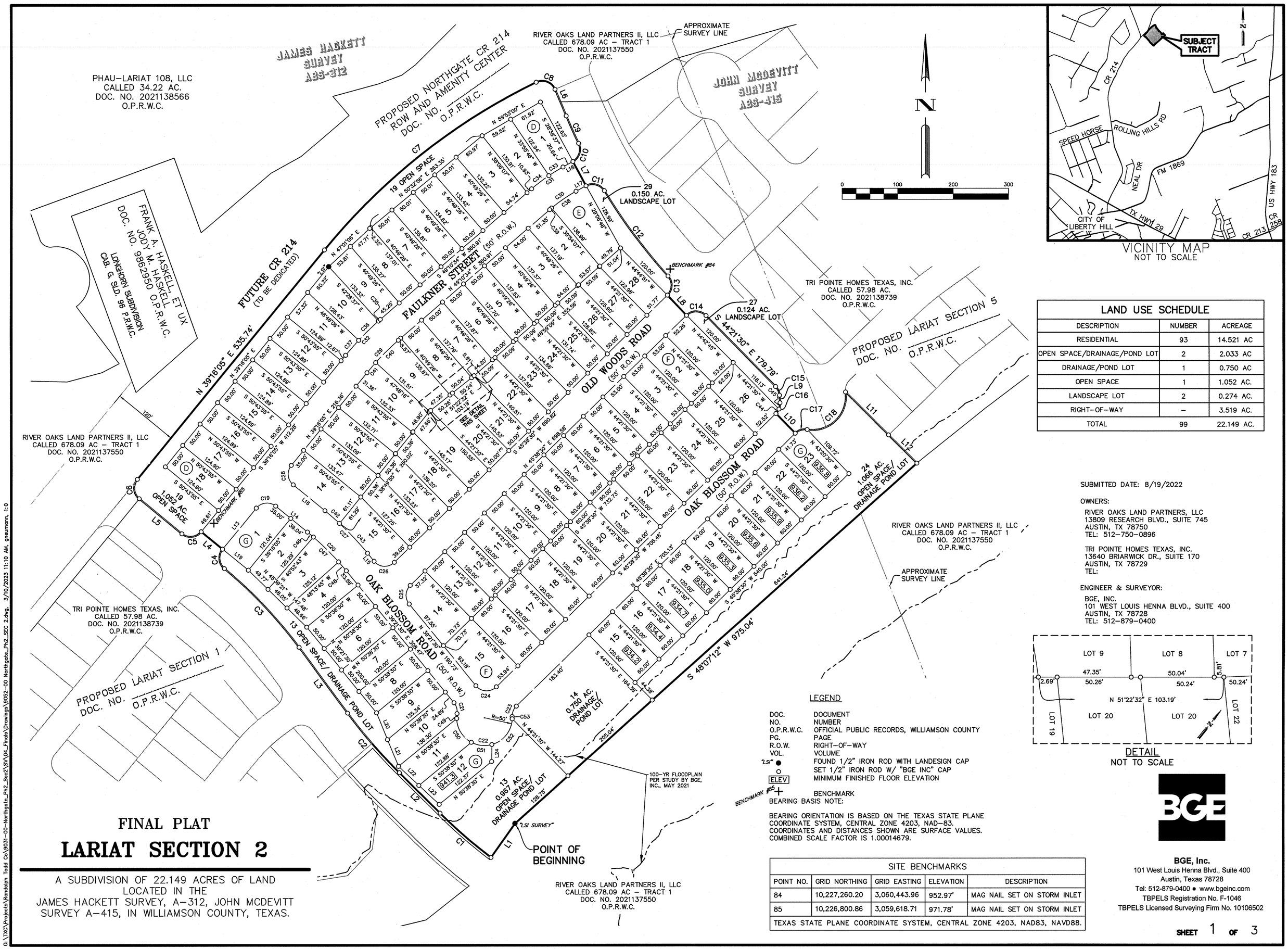
From/To	Acct No.	Description	Amount

Attachments

final plat - Lariat Sec 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 12:53 PM
Form Started By: Adam Boatright		Started On: 04/06/2023 11:36 AM
Final Approval Date: 04/06/2023		



VICINITY MAP
NOT TO SCALE

LAND USE SCHEDULE		
DESCRIPTION	NUMBER	ACREAGE
RESIDENTIAL	93	14.521 AC
OPEN SPACE/DRAINAGE/POND LOT	2	2.033 AC
DRAINAGE/POND LOT	1	0.750 AC
OPEN SPACE	1	1.052 AC.
LANDSCAPE LOT	2	0.274 AC.
RIGHT-OF-WAY	–	3.519 AC.
TOTAL	99	22.149 AC.

SUBMITTED DATE: 8/19/2022

OWNERS:

RIVER OAKS LAND PARTNERS, LLC
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750
TEL: 512-750-0896

TRI POINTE HOMES TEXAS, INC.
13640 BRIARWICK DR., SUITE 170
AUSTIN, TX 78729
TEL:

ENGINEER & SURVEYOR:

BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400

DETAIL
NOT TO SCALE

LEGEND

DOC.	DOCUMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
"LSI" ●	FOUND 1/2" IRON ROD WITH LANDESIGN CAP
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
ELEV	MINIMUM FINISHED FLOOR ELEVATION
BENCHMARK #85 +	BENCHMARK

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD-83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00014679.

SITE BENCHMARKS				
POINT NO.	GRID NORTHING	GRID EASTING	ELEVATION	DESCRIPTION
84	10,227,260.20	3,060,443.96	952.97'	MAG NAIL SET ON STORM INLET
85	10,226,800.86	3,059,618.71	971.78'	MAG NAIL SET ON STORM INLET
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83, NAVD88.				

FINAL PLAT

LARIAT SECTION 2

A SUBDIVISION OF 22.149 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, JOHN MCDEVITT
SURVEY A-415, IN WILLIAMSON COUNTY, TEXAS.

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Randolph Todd Co\9031-00-Northgate_Ph2_Sec2\SVY\04_Finals\Drawings\9052-00 Northgate_Ph2_SEC 2.dwg, 3/10/2023 11:10 AM, gneumann, 1:0

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	121.99'	965.00'	7°14'35"	N 48°47'37" W	121.91'
C2	142.85'	965.00'	8°28'54"	N 40°55'53" W	142.72'
C3	196.66'	835.00'	13°29'39"	N 43°26'16" W	196.20'
C4	39.03'	25.00'	89°27'10"	N 05°27'30" W	35.19'
C5	39.12'	25.00'	89°39'23"	S 84°05'45" W	35.25'
C6	39.21'	25.00'	89°51'57"	N 05°47'57" W	35.31'
C7	492.01'	1,140.00'	24°43'41"	N 51°37'55" E	488.20'
C8	40.62'	25.00'	93°05'05"	S 69°27'42" E	36.29'
C9	54.56'	1,035.00'	3°01'14"	S 24°25'47" E	54.56'
C10	38.09'	25.00'	87°17'47"	S 17°42'30" W	34.51'
C11	38.09'	25.00'	87°17'47"	S 74°59'43" E	34.51'
C12	192.78'	1,035.00'	10°40'18"	S 36°40'59" E	192.50'
C13	38.25'	25.00'	87°39'38"	S 01°48'41" W	34.63'
C14	39.27'	25.00'	90°00'00"	S 89°21'30" E	35.36'
C15	17.70'	25.00'	40°33'56"	S 24°04'32" E	17.33'
C16	21.57'	25.00'	49°26'04"	S 20°55'28" W	20.91'
C17	23.55'	25.00'	53°58'05"	N 72°37'32" E	22.69'
C18	113.03'	60.00'	107°56'10"	N 45°38'30" E	97.04'
C19	39.27'	25.00'	90°00'00"	S 84°16'05" W	35.36'
C20	99.25'	500.00'	11°22'25"	N 45°02'43" W	99.09'
C21	21.03'	25.00'	48°11'21"	N 15°15'48" W	20.41'
C22	167.01'	50.00'	191°22'46"	S 86°51'30" E	99.51'
C23	21.03'	25.00'	48°11'20"	S 21°32'47" W	20.41'
C24	41.45'	25.00'	95°00'00"	S 86°51'30" E	36.86'
C25	37.09'	25.00'	85°00'00"	S 03°08'30" W	33.78'
C26	41.45'	25.00'	95°00'00"	S 86°51'30" E	36.86'
C27	109.18'	550.00'	11°22'25"	N 45°02'43" W	109.00'
C28	39.27'	25.00'	90°00'00"	S 05°43'55" E	35.36'
C29	82.14'	475.00'	9°54'29"	S 44°13'19" W	82.04'
C30	58.46'	275.00'	12°10'49"	S 55°15'58" W	58.35'
C31	69.09'	325.00'	12°10'49"	S 55°15'58" W	68.96'
C32	90.79'	525.00'	9°54'29"	S 44°13'19" W	90.67'
C33	29.98'	325.00'	5°17'09"	S 58°42'49" W	29.97'
C34	39.11'	325.00'	6°53'41"	S 52°37'24" W	39.08'
C35	4.75'	525.00'	0°31'08"	S 48°55'00" W	4.75'
C36	50.02'	525.00'	5°27'32"	S 45°55'40" W	50.00'
C37	36.01'	525.00'	3°55'49"	S 41°13'59" W	36.01'
C38	54.04'	275.00'	11°15'30"	S 55°43'38" W	53.95'
C39	4.43'	275.00'	0°55'19"	S 49°38'13" W	4.42'
C40	57.87'	475.00'	6°58'49"	S 45°41'09" W	57.83'
C41	24.27'	475.00'	2°55'40"	S 40°43'55" W	24.27'
C42	34.93'	550.00'	3°38'20"	N 48°54'45" W	34.92'
C43	74.25'	550.00'	7°44'05"	N 43°13'33" W	74.19'
C44	9.72'	25.00'	22°17'06"	N 34°29'57" E	9.66'
C45	11.85'	25.00'	27°08'58"	N 09°46'55" E	11.74'
C46	14.05'	500.00'	1°36'38"	N 49°55'36" W	14.05'
C47	64.15'	500.00'	7°21'02"	N 45°26'46" W	64.10'
C48	21.05'	500.00'	2°24'45"	N 40°33'53" W	21.05'
C49	8.88'	50.00'	10°10'32"	S 03°44'37" W	8.87'
C50	52.89'	50.00'	60°36'17"	S 31°38'48" E	50.46'
C51	38.07'	50.00'	43°37'30"	S 83°45'41" E	37.16'
C52	63.12'	50.00'	72°19'58"	N 38°15'35" E	59.01'
C53	4.05'	50.00'	4°38'29"	N 00°13'39" W	4.05'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 35°10'51" W	75.34'
L2	N 45°10'20" W	103.73'
L3	N 36°41'26" W	147.89'
L4	N 50°41'15" W	50.00'
L5	N 50°43'55" W	100.15'
L6	S 22°55'10" E	52.24'
L7	S 28°38'37" E	50.00'
L8	S 43°20'46" E	50.01'
L9	S 03°47'34" E	13.44'
L10	S 44°21'30" E	50.00'
L11	S 44°53'10" E	109.71'
L12	S 44°52'01" E	72.11'
L13	N 39°16'05" E	96.08'
L14	S 50°43'55" E	74.04'
L15	N 39°21'30" W	18.70'
L16	N 50°43'55" W	74.03'
L17	N 61°21'23" E	20.64'
L18	S 61°21'23" W	20.64'
L19	S 50°46'10" E	60.00'
L20	S 22°17'51" E	52.30'
L21	S 22°17'51" E	52.30'
L22	S 46°55'40" E	50.44'
L23	S 46°55'40" E	50.44'
L24	N 00°54'30" E	30.74'

FINAL PLAT

LARIAT SECTION 2

A SUBDIVISION OF 22.149 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, JOHN MCDEVITT
SURVEY A-415, IN WILLIAMSON COUNTY, TEXAS.

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, AND THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE CALLED 57.98 ACRE TRACT OF LAND AS CONVEYED TO TRI POINTE HOMES TEXAS, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138739 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF THE REMAINDER OF A CALLED 678.09 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO RIVER OAKS LAND PARTNERS II, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021137550 OF THE OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND ON THE SOUTHEASTERN LINE OF THE ABOVE DESCRIBED TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT, FOR AN ANGLE POINT AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT, S 35°10'51" W, A DISTANCE OF 75.34 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE SOUTHERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE SOUTHEASTERLY LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT, CROSSING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT THE FOLLOWING EIGHT (8) COURSES:

1) ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 121.99 FEET, HAVING A RADIUS OF 965.00 FEET, A CENTRAL ANGLE OF 7°14'35" AND CHORD WHICH BEARS N 48°47'39" W, A DISTANCE OF 121.91 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

2) N 45°10'20" W A DISTANCE OF 103.73 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

3) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 142.85 FEET, HAVING A RADIUS OF 965.00 FEET, A CENTRAL ANGLE OF 8°28'54" AND CHORD WHICH BEARS N 40°55'53" W, A DISTANCE OF 142.72 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

4) N 36°41'26" W A DISTANCE OF 147.89 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE LEFT;

5) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 196.66 FEET, HAVING A RADIUS OF 835.00 FEET, A CENTRAL ANGLE OF 13°29'39" AND CHORD WHICH BEARS N 43°26'16" W, A DISTANCE OF 196.20 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF REVERSE CURVATURE;

6) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 39.03 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°27'10" AND CHORD WHICH BEARS N 5°27'30" W, A DISTANCE OF 35.19 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

7) N 50°41'15" W A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT; AND

8) ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 39.12 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°39'23" AND CHORD WHICH BEARS S 84°05'45" W, A DISTANCE OF 35.25 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT, OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT, N 50°43'55" W, A DISTANCE OF 100.15 FEET TO THE TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE, CONTINUING OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 39.21 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°51'57" AND CHORD WHICH BEARS N 5°47'57" W, A DISTANCE OF 35.31 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE SET ON THE FUTURE COUNTY ROAD 214 SOUTHERLY RIGHT-OF-WAY LINE, FOR THE WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE FUTURE COUNTY ROAD 214 SOUTHERLY RIGHT-OF-WAY LINE, CONTINUING OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT THE FOLLOWING THREE (3) COURSES:

1) N 39°16'05" E, A DISTANCE OF 535.74 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

2) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 492.01 FEET, HAVING A RADIUS OF 1,140.00 FEET, A CENTRAL ANGLE OF 24°43'41" AND CHORD WHICH BEARS N 51°37'55" E, A DISTANCE OF 488.20 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF COMPOUND CURVATURE, FOR THE NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT; AND

3) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 40.62 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°05'05" AND CHORD WHICH BEARS S 69°27'42" E, A DISTANCE OF 36.29 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09 ACRE TRACT, OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT, S 22°55'10" E, A DISTANCE OF 52.24 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT THE FOLLOWING SEVENTEEN (17) COURSES:

1) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 54.56 FEET, HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 3°01'14" AND CHORD WHICH BEARS S 24°25'47" E, A DISTANCE OF 54.56 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF REVERSE CURVATURE;

2) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 38.09 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°17'47" AND CHORD WHICH BEARS S 17°42'30" W, A DISTANCE OF 34.51 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

3) S 28°38'37" E A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

4) ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 38.09 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°17'47" AND CHORD WHICH BEARS S 74°59'43" E, A DISTANCE OF 34.51 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF REVERSE CURVATURE;

5) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 192.78 FEET, HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 10°40'18" AND CHORD WHICH BEARS S 36°40'59" E, A DISTANCE OF 192.50 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF REVERSE CURVATURE;

6) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 38.25 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°39'38" AND CHORD WHICH BEARS S 1°48'41" W, A DISTANCE OF 34.63 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

7) S 43°20'46" E A DISTANCE OF 50.01 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

8) ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 39.27 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND CHORD WHICH BEARS S 89°21'30" E, A DISTANCE OF 35.36 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

9) S 44°21'30" E A DISTANCE OF 179.79 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

10) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 17.70 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 40°33'56" AND CHORD WHICH BEARS S 24°04'32" E, A DISTANCE OF 17.33 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

11) S 3°47'34" E, A DISTANCE OF 13.44 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

12) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 21.57 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 49°26'04" AND CHORD WHICH BEARS S 20°55'28" W, A DISTANCE OF 20.91 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

13) S 44°21'30" E, A DISTANCE OF 50.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR TAN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

14) ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.55 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°58'05" AND CHORD WHICH BEARS N 72°37'32" E, A DISTANCE OF 22.69 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF REVERSE CURVATURE;

15) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 113.03 FEET, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 107°56'10" AND CHORD WHICH BEARS N 45°38'30" E, A DISTANCE OF 97.04 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

16) S 44°53'10" E, A DISTANCE OF 109.71 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT; AND

17) S 44°52'01" E, A DISTANCE OF 72.11 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE SOUTHEASTERN LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT, FOR THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEASTERLY LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98 ACRE TRACT S 48°07'12" W, A DISTANCE OF 975.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 22.149 ACRES OF LAND, MORE OR LESS.

STREET NAMES						
STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
OLD WOOD ROAD	50 FEET	33 FEET	745 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
FAULKNER STREET	50 FEET	33 FEET	944 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
OAK BLOSSOM ROAD	50 FEET	33 FEET	1,354 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
TOTAL LINEAR FEET OF NEW STREETS:			3,043 FEET			

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Randolph Todd Co\9031-00-Northgate_Ph2_Sec2\SV\04_Finals\Drawings\9052-00 Northgate_Ph2_SEC 2.dwg, 3/10/2023 11:10 AM, gneumann, 1:0

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

THAT TRI POINTE HOMES TEXAS, INC., A TEXAS CORPORATION, ACTING HEREBY AND THROUGH, JOHN STANLEY, VICE PRESIDENT – LAND ACQUISITION, OWNER OF 57.98 ACRES OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEEDS AS RECORDED IN DOCUMENT NUMBER 2021138739 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT RIVER OAKS LAND PARTNERS II, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING, HEREBY AND THROUGH RANDY ROLLO, IT'S MANAGER, OWNER OF THE REMAINDER OF 678.09 ACRES AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021137550 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS SAID LAND BEING OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, AND THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND THAT WE OWNERS OF SAID 22.149 ACRES AS SHOWN HEREON, DO HEREBY SUBDIVIDE AND 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:

LARIAT SECTION 2

WITNESS MY HAND, THIS THE 10 DAY OF March, 2023, A.D.

TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION
13640 BRIARWICK DR., SUITE 170
AUSTIN, TX 78729

BY: TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION

JOHN STANLEY
VICE PRESIDENT – LAND ACQUISITION

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN STANLEY, VICE PRESIDENT, 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 AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE 3/10/2023

Iris Leal
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 7-28-2024

IRIS LEAL
Notary Public, State of Texas
Comm. Expires 07-28-2024
Notary ID 130685944

WITNESS MY HAND, THIS THE 13 DAY OF March, 2023, A.D.

RIVER OAKS LAND PARTNERS II, LLC, A TEXAS LIMITED LIABILITY COMPANY
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750

BY: RIVER OAKS LAND PARTNERS II, LLC
IT'S MANAGER

RANDY ROLLO, MANAGER

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED RANDY ROLLO, MANAGER, 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 AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE 3-13-2023

Iris Leal
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 7-28-2024

FINAL PLAT
LARIAT SECTION 2

A SUBDIVISION OF 22.149 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, JOHN MCDEVITT
SURVEY A-415, IN WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0235F, DATED DECEMBER 20, 2019.

A PORTION OF THIS SUBDIVISION LIES WITHIN THE STUDIED 100-YEAR FLOODPLAIN AS SHOWN ON THIS PLAT.

I, JOSEPH YAKLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JOSEPH YAKLIN, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 107869
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS — JOSEPH A. YAKLIN — 107869 — LICENSED — PROFESSIONAL ENGINEER

DATE 3-21-23

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY, UNDER MY SUPERVISION.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS — REGISTERED — JONATHAN O. NOBLES — 5777 — PROFESSIONAL — LAND SURVEYOR

DATE 3/21/2023

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH SAN GABRIEL MUD NO. 1.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. IT IS THE RESPONSIBILITY OF THE OWNERS, 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. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
8. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. A 25 FOOT FRONT YARD SETBACK FOR ALL LOTS IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
10. A 25 FOOT BACK YARD SETBACK FOR LOTS BACKING CR 214 IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
11. A TEN FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.
12. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48491C0235F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
13. BLOCK D LOT 11 AND BLOCK G LOT 12 MAY NOT BE FURTHER SUBDIVIDED.
14. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO CR 214, THE ADJACENT COUNTY ROAD.
15. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
16. 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.
17. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
18. 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.
19. 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-SITESTORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
20. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY BGE, INC., DATED AUGUST 8TH, 2021.
21. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
22. PER THE APPROVED DEVELOPMENT AGREEMENT, THE SOUTHERN TWO LANES OF CR 214 SHALL BE CONSTRUCTED AND PASS COUNTY INSPECTION PRIOR TO RECORDATION OF FINAL PLAT.
23. THE NORTHERN TWO LANES OF CR 214 SHALL BE CONSTRUCTED AND PASS COUNTY INSPECTION WHEN THE AVERAGE DAILY TRIPS FOR LARIAT REACHES 4,000 ADT.
24. 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.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE _____ DAY OF _____, 2021 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, 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 AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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 PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

DATE

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

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF_____ A.D., 20___, AT _____ O'CLOCK ____M. AND DULY RECORDED ON THE ____DAY OF _____, A.D., 20___, AT _____O'CLOCK ____M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO._____.

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Randolph Todd Co\9031-00-Northgate_Ph2_Sec2\SVY\04_Finals\Drawings\9052-00 Northgate_Ph2_SEC 2.dwg, 3/10/2023 11:10 AM, gneumann, 1:0

Commissioners Court - Regular Session **23.**

Meeting Date: 04/11/2023

Authorize issuing IFB #23IFB67 Corridor C / SH 29 for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Corridor C/ SH29, under IFB #23IFB67. Funding Source is P459.

Background

Williamson County is seeking qualified contractors for the construction of the first phase of a new project linking Sam Houston Avenue to SH 29 through a 2-lane roadway that overpasses SH 130. Budgeted amount: $35,057,000.00. Funding source: P459. Point of Contact is Donald Peterson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 05:00 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:20 AM
Form Started By: Gretchen Glenn		Started On: 04/04/2023 11:02 AM
Final Approval Date: 04/06/2023		

Commissioners Court - Regular Session **24.**

Meeting Date: 04/11/2023

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Joseph Roland Ledoux) who passed away in Williamson County, Texas where there has been an inquest by the Justice of the Peace Pct 3 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	04/06/2023 12:52 PM
Form Started By: Andrea Schiele		Started On: 04/06/2023 11:22 AM
Final Approval Date: 04/06/2023		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Joseph Roland Ledoux)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Joseph Roland Ledoux (SSN xxx-xx-8473) passed away on March 14, 2023, at the age of 82, at his residence located in Round Rock, Williamson County, Texas.

The Court finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 3 of Williamson County, Texas has ordered an inquest and requested county funding for an indigent or abandoned body for proper disposition of the deceased's body.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay

for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court further finds that this case qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred based on the request of the magistrate in this case (*i.e.,* permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations. Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of April 2023.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **25.**

Meeting Date: 04/11/2023

PROCLAMATION - NATIONAL CRIME VICTIMS' RIGHTS WEEK

Submitted For: D. Hobbs **Submitted By:** Peggy Vasquez, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Proclamation in recognition of National Crime Victims' Rights Week and proclaiming April 23 - 29, 2023 Crime Victims' Rights Week in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NATIONAL CRIME VICTIMS' RIGHTS WEEK

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/23/2023 10:13 AM
Form Started By: Peggy Vasquez		Started On: 03/21/2023 10:23 AM
Final Approval Date: 03/23/2023		

NATIONAL CRIME VICTIMS' RIGHTS WEEK

WHEREAS the term "victim" is more than just a label and has legal standing and protections that go along with it;

WHEREAS crime victims' rights acts passed here in Texas and at the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process;

WHEREAS victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights;

WHEREAS the right to provide an impact statement ensures that victims' voices are considered in court during the sentencing and, when applicable, restitution processes;

WHEREAS including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust;

WHEREAS engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs;

WHEREAS survivors' lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice;

WHEREAS National Crime Victims' Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them; and

WHEREAS WILLIAMSON COUNTY is hereby dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed, and supported.

NOW, THEREFORE, the WILLIAMSON COUNTY COMMISSIONERS COURT does hereby proclaim the week of April 23–29, 2023, as

CRIME VICTIMS' RIGHTS WEEK

And reaffirm the commitment of WILLIAMSON COUNTY, TEXAS to a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

THIS THE 18TH DAY OF APRIL 2023

_____

JUDGE BILL GRAVELL

SURVIVOR VOICES: ELEVATE. ENGAGE. EFFECT CHANGE.

Commissioners Court - Regular Session **26.**

Meeting Date: 04/11/2023

Child Welfare Board

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution recognizing the Williamson County Child Welfare Board and the Friends of the Williamson County Child Welfare Board for their efforts in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 12:53 PM
Form Started By: Rachel Rull		Started On: 04/06/2023 11:37 AM
Final Approval Date: 04/06/2023		

Resolution

WHEREAS, During the April 4, 2023, Williamson County Commissioners Court meeting members of the Court unanimously approved a proclamation recognizing April as ***CHILD ABUSE PREVENTION AND AWARENESS MONTH*** in Williamson County; and

WHEREAS, The Williamson County Child Welfare Board and the Friends of the Williamson County Child Welfare Board, help supply the needs of Williamson County children in foster care and their families, as well as the workers who support them; and

WHEREAS, In fiscal year 2022, there were 810 Williamson County children who were confirmed victims of child abuse; and

WHEREAS, The children in our community are our most valuable resource and will shape the future of Williamson County; and

WHEREAS, It is the Williamson County Child Welfare Board and the Friends of the Williamson County Child Welfare Board's ultimate goal to stop child abuse and protect all Texas children; now, therefore be it

RESOLVED that the Commissioners Court of Williamson County, Texas, hereby recognizes the Williamson County Child Welfare Board and the Friends of the Williamson County Child Welfare Board for their efforts in making Williamson County a safer place for children and urges all citizens to recognize this month by dedicating themselves to improving the quality of life for all children and families in our community.

Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session **27.**

Meeting Date: 04/11/2023

Proclamation - National Telecommunicators Week

Submitted By: Hilary Martin, 911 Communications

Department: 911 Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to declare the week of April 9 - 15, 2023, National Public Safety Telecommunicators Week.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 National Telecommunicators Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/23/2023 10:01 AM
Form Started By: Hilary Martin		Started On: 03/22/2023 04:29 PM
Final Approval Date: 03/23/2023		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 11th day of April 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 serves as the County Government for the people of Williamson County. Its emergency communications system serves 14 law enforcement agencies, Williamson County Emergency Medical Services, Georgetown Medical Assist Team, and 13 fire departments.

WHEREAS: Williamson County is committed to providing the highest quality emergency communications system and services to the citizens of the region; and

WHEREAS: Williamson County recognizes the professional and unending services of the nearly 30 telecommunicators who answer 9-1-1 calls on a daily basis; and

WHEREAS: The 9-1-1 telecommunicators are the link between people calling for help in an emergency situation and the emergency response agencies who arrive on the scene; and

WHEREAS: The 9-1-1 telecommunicators are the true first responders and backbone of the 9-1-1 system; and

WHEREAS: Williamson County telecommunicators all undergo a rigorous 8-week academy and months of training to best serve the citizens of Williamson County; and

WHEREAS: The Governor of the State of Texas has historically acknowledged the second full week of April as National Telecommunicator Week.

NOW THEREFORE BE IT RESOLVED: That on behalf of the telecommunicators in Williamson County, the Commissioners Court of Williamson County does hereby declare the week of April 9-15, 2023, as National Public Safety Telecommunicators Week.

RESOLVED THIS 11th DAY OF APRIL, 2023

Attest:_____
Nancy E. Rister
Williamson County Clerk

_____
Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session **28.**

Meeting Date: 04/11/2023

Proclamation-ACO Appreciation Week for Sheriff's Office

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation recognizing April 9-15, 2023 as National Animal Control Officer Appreciation Week.

Background

This week of appreciation is designed to give recognition to the hard working men and women of Animal Care and Control who risk their lives and devote huge amounts of personal time and resources, while they serve the public like other public safety and law enforcement agencies empowered with the same duties. It's a week when communities are encouraged to learn about what the job of Animal Control Officer really entails. Animal Control Officers risk their lives to protect animals that are sick or injured and humans from animals that may be violent or have contagious diseases.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ACO Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/29/2023 08:36 AM
Form Started By: Starla Hall		Started On: 03/23/2023 08:15 AM
Final Approval Date: 03/29/2023		

To recognize National Animal Control Officer Appreciation Week
April 9-15, 2023

WHEREAS, the National Animal Care & Control Association has designated the second week of April each year as National Animal Care and Control Appreciation Week; and

WHEREAS, Animal Control Officers dedicate their careers to protecting the welfare of helpless animals that have been rescued from injury, disease, and starvation; and

WHEREAS, everyday Animal Control Officers provide the essential community functions of enforcing animal control laws, protecting the public from diseases such as rabies, educating the public on the proper care of our community's pets; seek justice in cases of abused, neglected and abandoned animals by conducting humane investigations and protect the welfare of helpless animals and pets from injury, disease and starvation; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Control Officers for the dedicated services they provide to the citizens, public safety and public service agencies across the nation; and

WHEREAS, Williamson County recognizes and commends the Animal Control Officers for the many dedicated and long hours of service they perform in providing the highest and most efficient level of customer service to the citizens of our County, and

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims April 9-15, 2023 as National Animal Care and Control Appreciation Week in Williamson County, Texas and encourages all citizens, public safety and public service agencies to join us in expressing sincere thanks and appreciation for the many long hours of outstanding service and dedication our Animal Control Officers provide throughout the year to assure the safety and welfare of animals and people.

Dated this 11th day of April 2023

_____
Judge Bill Gravell

Commissioners Court - Regular Session **29.**

Meeting Date: 04/11/2023

2022 Annual Comprehensive Financial Report and the Popular Annual Financial Report

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive, review and discuss the 2022 Annual Comprehensive Financial Report and the Popular Annual Financial Report. Only if necessary, take action regarding the same.

Background

This presentation will be made by Julie Kiley, County Auditor, and Rebecca Goldstein, Partner with Weaver and Tidwell.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 Williamson County Governance Letter

2022 Annual Comprehensive Financial Report

2022 Popular Annual Financial Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/05/2023 03:55 PM
Form Started By: Melanie Denny		Started On: 04/04/2023 02:57 PM
Final Approval Date: 04/05/2023		

March 24, 2023

To Management and the Honorable Commissioners Court
Williamson County, Texas
710 Main Street
Georgetown, Texas 78626

We have audited the basic financial statements of Williamson County, Texas (the County) as of and for the year ended September 30, 2022, and have issued our report thereon dated March 24, 2023. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated August 5, 2022, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the County solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and our firm has complied with all relevant ethical requirements regarding independence.

Significant Risks Identified as part of our Due Diligence

As part of our due diligence in planning the audit, we have identified the following significant risks:

Improper revenue recognition – there is a rebuttable presumption that a significant risk of fraud exists associated with revenue in all audits. We have identified a significant risk of fraud related to the existence, valuation and cutoff of certain revenue streams due to the potential incentive and ability to manipulate revenue recognition, particularly for tax and grant revenue recognition.

Risk of unauthorized journal entries – due to the magnitude of journal entries posted during the year, we identified a significant risk related to improper or unauthorized recording of journal entries either due to error or fraud.

Based on the testwork performed in these areas including substantive analyticals and tests of details, no material misstatements, significant deficiencies or material weaknesses were found.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies
Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the County is included in Note 2 to the financial statements. As described in Note 2 to the financial statements, during the year, the County changed its method of accounting for lease activity by adopting Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases* (GASB 87). The cumulative effect of the accounting change was applied prospectively. As such, no change to beginning fund balance or net position was recorded.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates
Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are management's estimate of the net pension liability and other post-employment benefits (OPEB) liability. The net pension liability is obtained from Texas County and District Retirement System (TCDRS) through a report prepared for the County by TCDRS consulting actuary in compliance with GASB 68. Information regarding the County's OPEB liability is obtained through a report prepared for the County by an independent consulting actuary in compliance with GASB 75. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures
The financial statement disclosures are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit.

The attached schedule summarizes uncorrected financial statement misstatements whose effects in the current and prior periods as determined by management are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and each applicable opinion unit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the County's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the representation letter dated March 24, 2023.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the County, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the County's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the County's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, with respect to the supplementary information accompanying the financial statements, we made certain inquiries with management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying records used to prepare the financial statements or to the financial statements themselves.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas

Schedule of Uncorrected Misstatements

Account	Description	Debit	Credit
Proposed Journal Entries			
Proposed Journal Entries JE # 3001			
to correctly state NPL and related deferred inflows/outflows due to other entities			
0906-00-2605	Deferred Inflows of Resources - Pension	6,010,849	
0906-00-1705	Deferred Outflows of Resources - Pension Contributions		3,174,427
0906-00-2540	Net Pension Liability		1,118,912
0906-GG-6146	Pension Expense		1,717,510
Total		**6,010,849**	**6,010,849**
Proposed Journal Entries JE # 3002			
to record passed invoices			
0999-0401-009007	P&G-CAPITAL	221,527	
0999-0000-202011	A/P LIABILITY AUDIT ADJ		221,527
Total		**221,527**	**221,527**
All Funds	**Total Proposed Journal Entries**	**6,232,376**	**6,232,376**

Williamson County, Texas

Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2022

Williamson County, Texas
Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2022
Principal Officials

County Judge	Bill Gravell Jr.
Commissioner, Precinct 1	Terry Cook
Commissioner, Precinct 2	Cynthia Long
Commissioner, Precinct 3	Valerie Covey
Commissioner, Precinct 4	Russ Boles
County Auditor	Jerri L. Jones
Tax Assessor-Collector	Larry Gaddes
County Clerk	Nancy Rister
County Attorney	Doyle "Dee" Hobbs
County Treasurer	D. Scott Heselmeyer
District Clerk	Lisa David
District Attorney	Shawn Dick
Sheriff	Mike Gleason

Official Issuing Report
Julie M. Kiley
County Auditor

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Williamson County, Texas

Annual Comprehensive Financial Report
Fiscal Year Ended September 30, 2022
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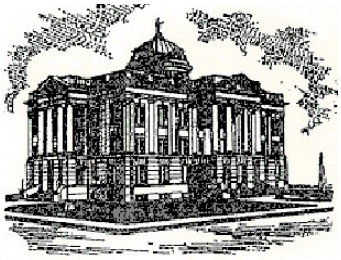
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Introductory Section

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AUDITOR'S OFFICE
Williamson County Courthouse
710 Main Street, Suite 301
Georgetown, Texas 78626
Phone: 512/943-1500
Fax: 512/943-1567

March 24, 2023

The Honorable District Judges
Betsy Lambeth, 425th Judicial District
Donna King, 26th Judicial District
Stacey Mathews, 277th Judicial District
Sarah Bruchmiller, 368th Judicial District
Ryan D. Larson, 395th Judicial District
Scott K. Field, 480th Judicial District

The Honorable Commissioners Court, Williamson County, Texas
Bill Gravell Jr., County Judge
Terry Cook, County Commissioner, Precinct 1
Cynthia Long, County Commissioner, Precinct 2
Valerie Covey, County Commissioner, Precinct 3
Russ Boles, County Commissioner, Precinct 4

The Citizens of Williamson County

District Judges, Commissioners Court and Fellow Citizens:

State law requires that all general-purpose local governments publish, within six months of the close of each fiscal year, a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards, by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the Annual Comprehensive Financial Report of Williamson County for the fiscal year ended September 30, 2022.

The County Auditor has oversight of all financial records of the county. It is the County Auditor's responsibility to prescribe the systems and procedures for handling the finances of the county, certify available funds for the county budget, and examine, audit, and approve all disbursements from county funds prior to their submission to the Commissioners Court for approval. In addition, the County Auditor serves as the Chief Financial Officer for federal and state financial award programs, the Juvenile Service Department and for the Adult Probation Department.

This report consists of management's representations concerning the finances of Williamson County. Consequently, management assumes full responsibility for the completeness and reliability of the information presented in this report. To provide a reasonable basis for making these representations, management of Williamson County has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of Williamson County's financial statements in conformity with GAAP. The County Auditor's Office audits the following: all fee collecting offices; contracts; purchasing; payroll which is prepared by the departments; and all invoices/payments requested and approved by county departments. Williamson County's comprehensive framework of internal controls has been designed to cost effectively provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As financial management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

Williamson County's financial statements have been audited by Weaver and Tidwell, L.L.P., a firm of licensed certified public accountants. The goal of the independent audit was to provide reasonable assurance that the financial statements of Williamson County for the fiscal year ended September 30, 2022, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded that there was a reasonable basis for rendering an unmodified opinion that Williamson County's financial statements for the fiscal year ended September 30, 2022, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of Williamson County was part of a broader, federally mandated "Single Audit" designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and legal requirements involving the administration of federal and state awards. These reports are available in the last section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. Williamson County's MD&A can be found immediately following the report of the independent auditors.

Profile of the Government

Williamson County, organized in 1848, is in the central part of the state, and one of the top growth areas in the State and in the Country. Williamson County currently occupies a land area of 1,135 square miles and serves an estimated population of 643,026.

Williamson County is a political subdivision of the State of Texas. The County is empowered to levy a property tax on both real and personal properties located within its boundaries. This levy provides 84% of the revenue for the General Fund and 99% of the revenue for the Debt Service Fund. The County has no legislative powers and has restrictive judicial and administrative powers. The governing body of the County is a five member Commissioners Court. The County Judge is the chairperson of the court and Commissioners from each of the four precincts are also members. The Court has only such powers as are conferred upon it by the Constitution and the laws of the State, or as may be hereafter prescribed. None has the authority to act on their own but must act only as a whole.

Williamson County provides essential things that make our communities livable: roads and bridges, public improvements, juvenile detention and education, law enforcement and corrections, a court system to protect our legal rights, secure storage of important public records, and protection against threats to public health, to include providing health care to the indigent. Williamson County, beyond the Texas Constitutional requirements, also provides parks and emergency medical services that add to the quality of life for residents.

In accordance with Local Government Code Chapter 111, Commissioners Court has appointed a Budget Officer. The Budget Officer is responsible for preparing a county budget for the fiscal year. In preparing and monitoring the budget, the Budget Officer may require the County Auditor or other district, county, or precinct officers of the county to provide information necessary for the budget officer to properly prepare or monitor the budget. The budget must be itemized to make possible a comparison between the proposed expenditures and the expenditures of the preceding year. The budget must show as definitively as possible or with reasonable accuracy, the purpose of each expenditure and the amount of money to be spent.

By statute, the County Auditor is solely responsible for projecting the revenues for the County. Once these processes are complete, the Budget Officer files a copy of the proposed budget with the County Clerk. The Commissioners Court holds a public hearing on the proposed budget, and any County taxpayer may attend and participate in the hearing. Upon conclusion of the public hearing, the Commissioners Court acts on the proposed budget. The Commissioners Court may make changes in the proposed budget that it considers warranted by law and required by the interest of the taxpayers.

The Commissioners Court may levy taxes only in accordance with the budget. After final approval of the budget, the Commissioners Court must file the budget with the County Auditor and County Clerk and spend county funds only in strict compliance with the budget, except in an emergency.

The Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget using reasonably diligent thought and attention. If the Court amends the original budget to meet an emergency, it must file a copy of the order amending the budget with the County Clerk, who attaches the copy to the original budget.

The Commissioners Court, by order, may authorize line-item transfers between budgeted items within the same fund without authorizing an emergency expenditure.

State Law requires counties to adopt a budget before they adopt a tax rate. Chapter 26 of the Property Tax Code requires taxing units to comply with truth-in-taxation laws in setting their tax rates. This law has two purposes:

- to make the taxpayers more knowledgeable about tax rate proposals; and
- in certain cases, to allow taxpayers to roll back or limit a tax increase.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which Williamson County operates.

Local Economy: Williamson County is part of the Central Texas metropolitan area. The County's location on the I-35 corridor and close access to Austin, has fueled growth for many years. According to the U. S. Census Bureau, Williamson County's population was 643,026 in 2021. From 2011 to 2021, Williamson County's population grew by 45%, making it one of the fastest growing counties in the nation during that time. Last year, the County had the fourth fastest population growth in the State. Williamson County's population is expected to grow to more than 1.6 million by 2050.

Along with population growth, Williamson County continues to experience job growth and proliferation of business and residential development. Growth in the tech sector has become the primary driver of jobs in the region. The top five tech employers in the Austin area include Dell Technologies, Amazon.com Inc., Apple Inc., IBM Corp, and Tesla Inc, who recently opened their new headquarters in Austin. Apple also broke ground on a new 3 million square foot campus in southern Williamson County which will house approximately 15,000 employees once completed. Locally, the unemployment rate continues to be lower than the national average. The County's unemployment rate decreased from 3.6% in September 2021, to 2.8% in September of 2022. The rate was lower than the national rate for September which decreased from 4.7% in 2021, to 3.5% in 2022. Job creation has caused many cities in the County to be some of the fastest growing cities in the nation. The U. S. Census Bureau ranked Georgetown the fastest and Leander the second fastest growing city in the country between July 2020 and July 2021.

Overall, business incentives, a low tax rate and affordable housing are major factors that have contributed to the growth. Williamson County's diverse workforce also attracts new businesses to move or expand throughout the area. In Taylor, Samsung has broken ground on a $17 billion semiconductor factory. The 6 million square foot plant will bring 2,000 jobs to eastern Williamson County, with a 2024 projected completion date. This project is the largest investment Samsung has made in the United States. In addition, suppliers to Samsung have now started adding locations in Williamson County. Valex, a semiconductor producer is adding locations in Georgetown and Round Rock with a total of more than 250,000 square feet of new warehouse space. Linde, the largest industrial gas supplier in the world, is also exploring options to build a $271 million development next to the Samsung facility in Taylor.

Other developments include Shop LC, which announced plans to develop a new 200,000 square foot headquarters in Cedar Park. The project will create 1,000 new jobs and includes a capital investment of $50 million. Once operational, Shop LC will be the largest employer in Cedar Park. Also coming to Cedar Park, is the Northwest New Hope Development, which includes a convention center, hotel, and retail area that is in the final stages of approval. The project is estimated to include $400 million in capital development, create a minimum of 725 jobs, and is estimated to become Cedar Park's largest sales tax generator. Construction is expected to begin in 2023. In Hutto, a 1,400-acre "Megasite" is being developed into various projects that could double Hutto's tax base. To date, a 188-acre site for Hutto Mega TechCenter and a 220-acre data center for Skybox and Prologis, are being developed. All these projects are creating thousands of construction jobs across the County.

Medical facilities also continue to expand in Williamson County. A 12-acre Seton Medical Center is planned in Georgetown. In Leander, St. David's Healthcare announced a new 150,000 square foot hospital that will employ more than 200 full-time employees. Dell Children's Hospital North, a 187,000 square foot hospital, will also be completed in 2023. The facility will contain 36 beds, an emergency room, two operating rooms, several endoscopy rooms, and is designed to be a Level 3 Pediatric Trauma Center. Since 2010, Williamson County has been one of the healthiest counties in Texas. In 2022, the County ranked the second healthiest county in the State.

New recreation areas are also opening in the County. Perfect Game announced plans for the creation of 16 turf baseball and softball fields for regional and national tournaments and to relocate its headquarters to Cedar Park. The project is anticipated to bring over 1 million visitors to Cedar Park each year. The project will also include 30-acres of commercial development along Ronald Reagan Boulevard. River Ranch County Park, a 1,354-acre Williamson County park located between Liberty Hill and Leander, will complete construction in 2023. Once opened, the park will feature RV and primitive camping, group pavilions, classroom/meeting space, miles of hiking trails, and a 4,800 square foot Interpretive Center.

New housing, building permits, and new roads also demonstrate the growth in Williamson County. Though high interest rates have slowed home prices from their post pandemic peak, the median sales price of homes in Williamson County still increased by 5% between September 2021 and September 2022. New housing developments are occurring all over the County. Pearson Ranch broke ground on a 156-acre mixed used development which includes two hotels, thousands of multifamily houses, 2.6 million square feet of office space, and 200,000 square feet of retail space. In Georgetown, Cross Point Business District is building a 234-acre development with 388 multifamily units, 392,000 square feet of commercial space, and will include 1.6 million square feet of industrial space. NexMetro Communities has broken ground on a 150 build-to-rent home community in Liberty Hill and a 224-unit community in Georgetown. In addition to the current developments, NexMetro Communities also purchased more land in Liberty Hill this year to build another 260 build-to-rent home community, for a total investment of $164 million in Williamson County. Smaller cities in Williamson County, such as Jarrell and Florence, are also seeing various new housing developments come to their cities. One of the largest developments in these areas is the Vineyard in Florence, where over 1,000 homes are planned for development on 600 acres.

Long-Term Financial Planning: In November 2013, Williamson County voters approved $275 million in road construction and improvement bonds and $40 million in park bonds. The $275 million General Obligation Road Bond projects spent $22.6 million in Fiscal Year 2022 on engineering and construction for various roadways such as Great Oaks Bridge ($5.8M), CR 200 ($5M), CR 101/US 79 to North of Chandler Road ($3.1M), and RM 2243 re-alignment/183A to IH35 ($2.5M). In Fiscal Year 2022, the $40 million General Obligation Park Bonds spent $198,000 on design and construction on various projects such as the River Ranch County Park, Interpretive Center, Expo concession and restrooms, and Southwest Regional Park restrooms.

Williamson County has also partnered with other entities to complete various road bond projects including: the city of Taylor on CR 101, the city of Round Rock on North Mays Extension, and the city of Georgetown on CR 111 (Westinghouse) Phase 1.

In November 2019, Williamson County voters approved $412 million in road construction and improvement bonds and $35 million in park bonds. In February 2020, the County sold $300 million of the road bonds and the entire $35 million of the park bonds. In July 2022, the County sold an additional $112 million of road bonds. During Fiscal Year 2022, the $412 million General Obligation Road Bond spent $53 million on design, engineering, and construction of various road bond projects such as CR 401/404 improvements ($16M), CR 111/Westinghouse Road ($10M), Corridor H/Sam Bass Road ($3.2M), FM 3349 at US 79 Interchange ($2.2M), and Bud Stockton Loop($1.8M). In Fiscal Year 2022, the $35 million General Obligation Park Bond spent $2.6 million on design and construction for various projects such as improvements to the Expo Center ($1.1M), Berry Springs Park amenities ($254K), and the Brushy Creek Trail ($200K).

In May 2015, Williamson County issued $59,645,000 in Certificates of Obligation (2015 CO) to build County facilities and buildings. In Fiscal Year 2022, the 2015 CO bond spent a total of $466,000. The bond funds were spent towards the Juvenile Justice Center Records room remodel, jail renovations and the new District Court.

In August 2021, the Williamson County Commissioner's Court approved the sale of Limited Tax Notes, Series 2021 in the amount of $200 million. The sale of the notes was primarily for a new Administration Building, a Juvenile Justice Center addition, and right of way. During Fiscal Year 2022, the $200 million Limited Tax Notes spent a total of $35 million on various items such as right of way purchases ($33M), the remodel of the Historic Bob Phillips building ($2.2M), and design work on the Juvenile Justice Center addition ($374K) and Administration Building ($186K).

Relevant Financial Policies

Financial Policy: The Williamson County Commissioners Court ensures financial stability within the county government by adopting proactive, responsible policies that allow the County to respond to growth and infrastructure needs while maintaining a high standard of county-provided services. The Financial Policy guides Commissioners Court as they evaluate funding decisions for future county services. The Court will continue to identify early opportunities to reprioritize projects and investments and adjust strategies where necessary.

Debt Management Policy: This policy has been adopted to provide a conceptual framework for the issuance and management of debt. It recognizes the capital improvement needs of a growing county and the need to balance the taxpayer's ability to pay. The County will consider various factors before the issuance of debt and take a prudent approach.

Fund Balance Policy: The County has adopted a policy to maintain an appropriate level of fund balance. The level of the Unassigned Fund Balance for the General fund shall not be less than 35% of total General Fund budgeted expenditures.

County Investment Policy: The objectives of the County's investment policy are to match the suitability of investments to financial requirements; achieve safety of principal; maintain liquidity; diversify the portfolio by investment type, issuer, and maturity sector; and to seek the highest possible yield within policy and cash flow constraints. The policy adheres to the statutory requirements of Local Government Code 116.112(a) and /or Title X, Chapter 2256, Section 2556.005 (f) and (g) of the Texas Government Code.

The conservative fiscal stewardship and County policies contributed to the affirmation of the County's bond rating of AAA by Standard & Poors and Fitch Ratings throughout 2022. These ratings enable the County to have lower interest rates when issuing bonds resulting in substantial savings to the taxpayers.

Special Recognition and Appreciation: Traditionally the Auditor's Office recognizes an individual or individuals who have significantly contributed to our efforts to maximize efficiencies within Williamson County. This year, we would like to recognize Melanie Denny for her hard work and dedication to the County. She was recently promoted to First Assistant County Auditor from her long-standing position as Financial Director in the Auditor's Office. Melanie implemented GASB 34 (framework for financial reporting) early on in her 21-year career with the County and more recently implemented GASB 84 (fiduciary activity) and GASB 87 (leases), along with many other challenging GASB pronouncements during her tenure. To highlight the magnitude and work involved in implementing GASB 34, at the time of implementation, it was characterized as the most significant change to occur in the history of government financial reporting. Melanie was instrumental in the County receiving and maintaining the AAA bond rating from S&P Global Ratings and Fitch Rating agencies since June 2010. Although the entire Auditor's Office contributes to the annual audit process and annual comprehensive financial report, Melanie orchestrates and leads this effort every year, which involves multiple information requests, inquiries and report reviews. In addition to this, she is involved in annual revenue projections and budget comparisons, biannual legislative changes that affect revenue collections, and bond rating meetings and refunding processes. Melanie's wealth of knowledge and her leadership role in the County's Auditor's Office makes her an invaluable asset to Williamson County.

Awards and Acknowledgements

Annual Comprehensive Financial Report: The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Williamson County for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2021. This was the 30th consecutive year that the County has achieved this prestigious award. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Annual Comprehensive Financial Report. This report must satisfy both Generally Accepted Accounting Principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe that our Annual Comprehensive Financial Report for Fiscal Year 2022 continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate. A copy of this report can be found on the County website at www.wilco.org.

Popular Annual Financial Report: The Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to Williamson County for its Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2021. This was the 17th consecutive year that the County has achieved this award. The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports. To receive this award, a government unit must publish a Popular Annual Financial Report, whose contents conform to program standards of creativity, presentation, understandability, and reader appeal. In order to be eligible for the award, a government must submit its annual comprehensive financial report to GFOA's Certificate of Achievement for Excellence in Financial Reporting Program and receive the certificate for the current fiscal year. An Award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. We believe that our popular annual financial report for Fiscal Year 2022, which will be submitted to the GFOA, continues to conform to the Popular Annual Financial Reporting requirements. A copy of this report can also be found on the County website at www.wilco.org.

This financial report is possible because of the efficient and dedicated service of the audit team of Weaver and Tidwell, L.L.P. In addition, allow me to express my appreciation to the Commissioners Court and the Audit Committee for their interest and continued support and for the responsive and progressive way they support the financial position and operations of the County. Also, I am grateful to all elected officials and employees concerning all matters related to the operation of this office during the past year and for their efforts toward improving County business.

Respectfully submitted,



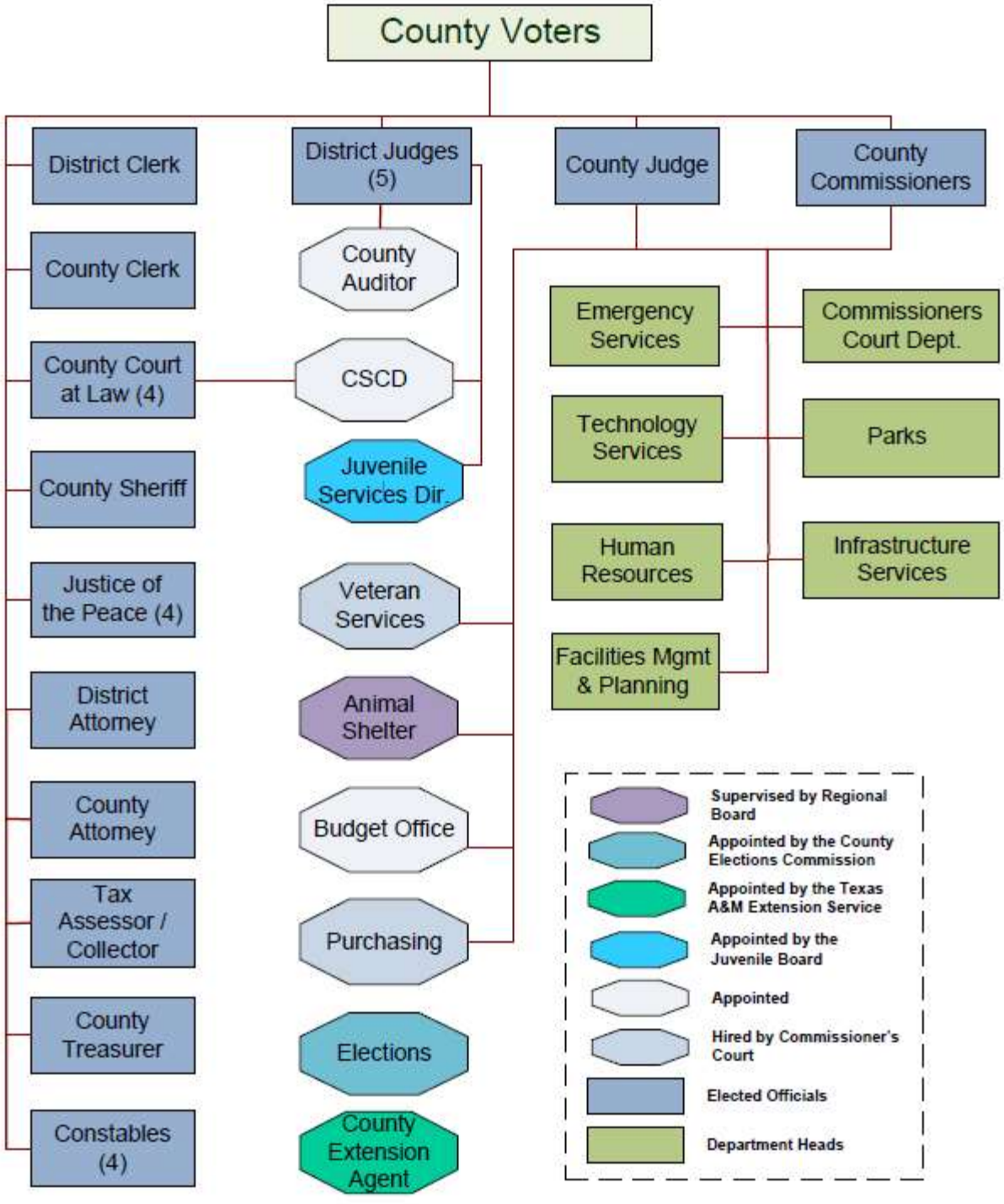
Julie M. Kiley, CPA
County Auditor

Williamson County, Texas
Fiscal Year Ended September 30, 2022
Officials*

Title	Name
Judge, 26th Judicial District Court	Donna King
Judge, 277th Judicial District Court	Stacey Mathews
Judge, 368th Judicial District Court	Rick J. Kennon
Judge, 395th Judicial District Court	Ryan D. Larson
Judge, 425th Judicial District Court	Betsy Lambeth
County Auditor	Jerri L. Jones
County Judge	Bill Gravell, Jr.
Commissioner, Precinct 1	Terry Cook
Commissioner, Precinct 2	Cynthia Long
Commissioner, Precinct 3	Valerie Covey
Commissioner, Precinct 4	Russ Boles
Constable, Precinct 1	Mickey Chance
Constable, Precinct 2	Jeff Anderson
Constable, Precinct 3	Matthew Lindemann
Constable, Precinct 4	Paul Leal
County Attorney	Doyle "Dee" Hobbs
County Clerk	Nancy Rister
Judge, County Court at Law #1	Brandy Hallford
Judge, County Court at Law #2	Laura Barker
Judge, County Court at Law #3	Doug Arnold
Judge, County Court at Law #4	John B. McMaster
County Treasurer	D.Scott Heselmeyer
District Attorney	Shawn Dick
District Clerk	Lisa David
Justice of the Peace, Precinct 1	KT Musselman
Justice of the Peace, Precinct 2	Edna Staudt
Justice of the Peace, Precinct 3	Evelyn McLean
Justice of the Peace, Precinct 4	Stacy Hackenberg
Sheriff	Mike Gleason
Tax Assessor/Collector	Larry Gaddes
Budget Officer	Ashlie Holladay
Senior Director of Emergency Services	Chris Connealy
Elections Administrator	Christopher J. Davis
Senior Director of Human Resources	Rebecca Clemons
Chief Information Officer	Richard Semple
Senior Director of Infrastructure	Robert Daigh
Senior Director of Facilities	Dale Butler
Senior Director of Parks and Venues	Russell Fishbeck
Purchasing Agent	Joy Simonton
Director of Veterans Services	Juan Amaya Jr.
CSCD Director	Jameson Pennington
County Extension Service Agent	Katherine Whitney
Juvenile Services Director	Scott Matthew
Animal Services Director	Misty Valenta

* As of September 30, 2022

Organizational Chart



Effective: 09/30/2021

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Williamson County
Texas

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2021

Christopher P. Morrill

Executive Director/CEO

Financial Section

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weaver
Assurance • Tax • Advisory

Independent Auditor's Report

To the Honorable County Judge,
and County Commissioners
Williamson County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County (the County), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the County, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 2 to the basic financial statements, during the year ended September 30, 2022, the County implemented Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases.* Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The County's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

The Honorable County Judge,
and County Commissioners
Williamson County, Texas

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Honorable County Judge,
and County Commissioners
Williamson County, Texas

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The Combining and Individual Fund Statements and Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal and State Awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and *State of Texas Uniform Grant Management Standards,* and is also not a required part of the basic financial statements.

The Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Statements and Schedules and the Schedule of Expenditures of Federal and State Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report

Management is responsible for the other information included in the Annual Comprehensive Financial Report ("ACFR"). The other information comprises the Introductory and Statistical Information Sections, as listed in the table of contents, but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in the report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 24, 2023 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 24, 2023

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Management's Discussion and Analysis

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Management's Discussion and Analysis

As management of Williamson County, we offer readers of the Williamson County financial statements this narrative overview and analysis of financial activities of Williamson County for the fiscal year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages ix through xv of this report.

Financial Highlights

- The assets and deferred outflows of Williamson County exceeded its liabilities and deferred inflows at the close of the fiscal year by $951.3 million. Of this amount $699.2 million is restricted for specific purposes such as: road and bridge, debt service, capital projects, and state and federal programs.

- As of the close of the current fiscal year, Williamson County's governmental funds reported combined ending fund balances of $878.5 million.

- The unassigned fund balance for the General Fund was $135.2 million, or 66.3% of total General Fund expenditures, down from 71% last year. The major factors for the variances in revenues and expenditures are explained later in the analysis.

- The County issued bonds, redeemed bonds, and defeased bonds this fiscal year. In July 2022, $104.7 million in Unlimited Road Bonds were issued. In September 2022, the County redeemed and defeased a portion of the Series 2015 Unlimited Tax Road Bonds and the 2015 Certificate of Obligations $25 million was deposited in an escrow account. The outstanding principal amount redeemed was $24.3 million.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to Williamson County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the County's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating.

The Statement of Activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, debt payments, and earned but unused vacation leave).

In the Statement of Net Position and Statement of Activities, the County presents information of the primary government (governmental activities):

Governmental Activities – Most of the County's basic services are reported here such as public safety, parks, and community services. Property taxes finance most of these activities.

The government-wide financial statements can be found on pages 23 and 24 of this report.

Fund Financial Statements. A fund is a grouping of related accounts used to maintain control over resources segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All County funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of available resources, as well as on balances of unencumbered resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Williamson County maintains 56 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statements of revenues, expenditures, and changes in fund balances for the General Fund, Special Road and Bridge Fund, Debt Service Fund, Capital Project Fund, and Grants Fund, all of which are considered to be major funds. Data from the other 51 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Williamson County adopts an annual appropriated budget for its General Fund, certain Special Revenue Funds, and the Debt Service Fund. Budgetary comparison statements have been provided for the General Fund and Special Road and Bridge Fund to demonstrate compliance with these budgets.

The basic governmental fund financial statements can be found on pages 25 through 30 of this report.

Proprietary Funds. The only proprietary fund that Williamson County maintains is Internal Service Funds which is an accounting device used to accumulate and allocate costs internally among the County's various functions. Williamson County uses two Internal Service Funds to account for the Fleet Maintenance Fund and the Benefits Fund. Because both services predominantly benefit the government they have been included within governmental activities in the government-wide financial statements.

The proprietary fund financial statements provide separate information for the Fleet Maintenance Fund and the Benefits Fund. Both Internal Service Funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the Internal Service Funds is provided in the form of combining statements elsewhere in the report.

The basic proprietary fund financial statements can be found on pages 31 through 33 of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the County. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support Williamson County's programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on page 34 and 35 of this report.

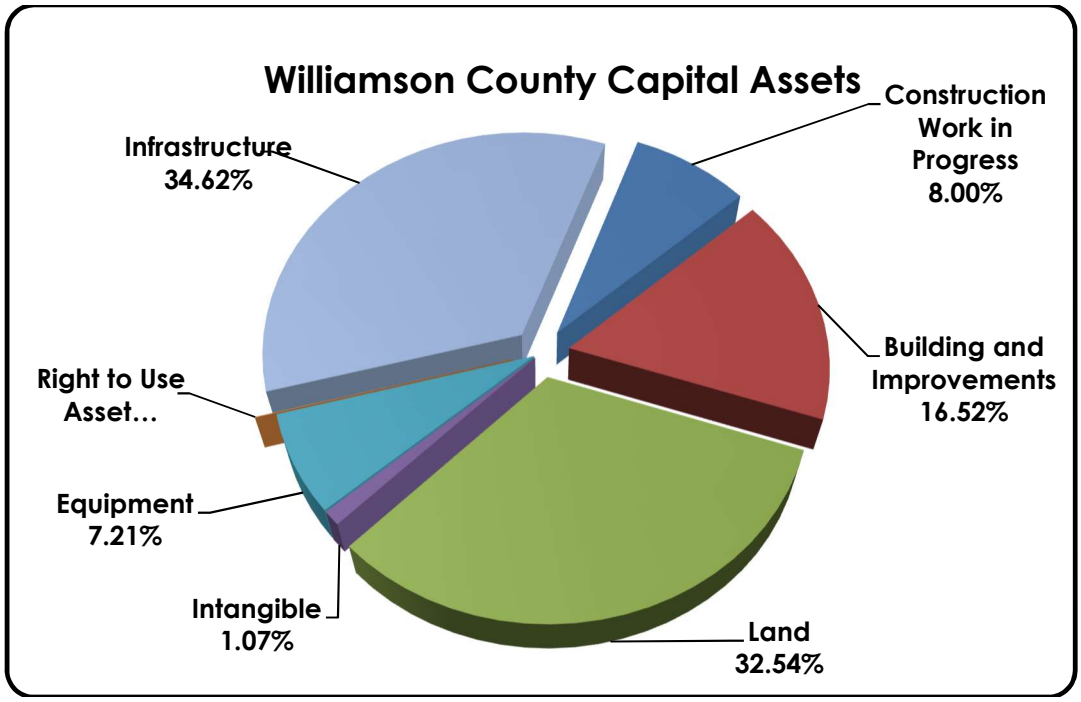
Notes to the Financial Statements. The notes provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements. Notes to the financial statements can be found on pages 36 through 69 of this report.

The combining statements referred to earlier in connection with non-major governmental funds and Internal Service Funds are presented immediately following the notes to the financial statements. Combining and individual fund statements and schedules can be found on pages 75 through 145 of this report.

Summary of Statement of Net Position

	Primary Government	
	Governmental Activities	
	2022	**2021**
Current Assets and Other Assets	$ 1,142,279,920	$ 1,063,098,141
Capital Assets	1,322,064,178	1,108,359,273
Total Assets	2,464,344,098	2,171,457,414
Deferred Outflows of Resources	51,586,886	62,801,834
Total Deferred Outflows of Resources	51,586,886	62,801,834
Current Liabilities	179,870,591	132,579,328
Noncurrent Liabilities	1,298,827,821	1,370,385,613
Total Liabilities	1,478,698,412	1,502,964,941
Deferred Inflows of Resources	85,921,011	22,807,822
Total Deferred Inflows of Resources	85,921,011	22,807,822
Net Position:		
Net Investment in Capital Assets	1,001,153,598	270,544,977
Restricted	699,215,634	606,279,506
Unrestricted	(749,057,671)	(168,337,998)
Total Net Position	$ 951,311,561	$ 708,486,485

Total net position increased by $242.8 million compared to 2021. There are significant changes in the statement of net position on September 30, 2022, from September 30, 2021. Capital assets increased by $213.7 million because of ongoing county road improvements, right of way purchases, improvements to county buildings and equipment purchases. The acceptance of several new subdivisions contributed to this increase. Noncurrent liabilities decreased by $71.6 million. This is due to defeasing a portion of the Series 2015 Unlimited Tax Road Bonds and the 2015 Certificate of Obligations. The total amount defeased was $24.3 million. In addition, the scheduled debt payments this fiscal year caused the noncurrent liability to decrease. The Deferred Inflows of Resources increased this fiscal year. The pension assumptions for net investment income increased primarily due to changes in investment projected earnings.



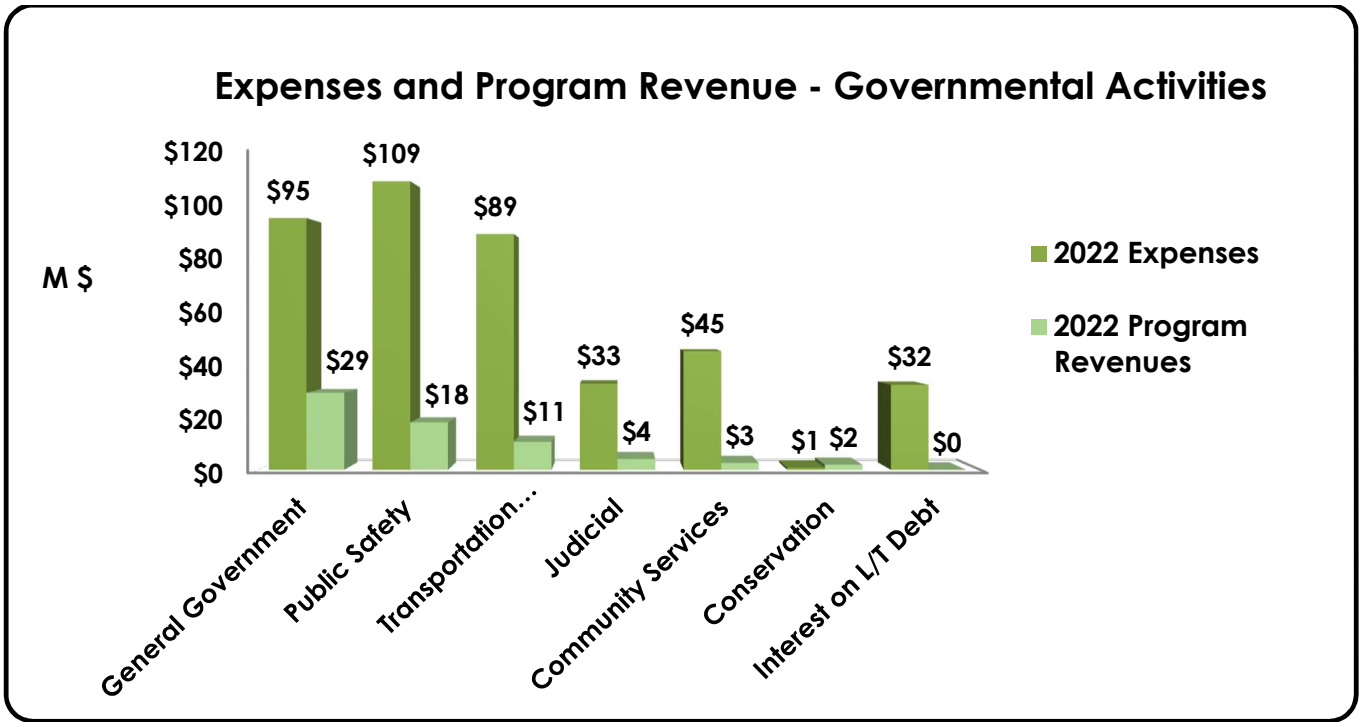
A portion of the County's net position ($1.322 billion) reflects investment in capital assets (e.g., land, buildings, infrastructure, and equipment). Williamson County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. It is noted that the resources needed to repay the debt associated with capital assets must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

However, investment in capital assets does not necessarily correlate directly with changes in capital assets. Many road projects, once completed, are contributed to the local entity responsible for on-going maintenance. In 1999, County Commissioners recognized the need to address transportation in the county. Discussions with local and state governments and community leaders led to the development of a Multi-Corridor Plan. Since 2000, to facilitate economic growth and to increase the quality of life, the County started responsibly issuing road bonds to address road improvements countywide. As road projects are completed, ownership of many of the new roads are transferred to the appropriate local entity. This plan has benefited the County by making travel faster and safer.

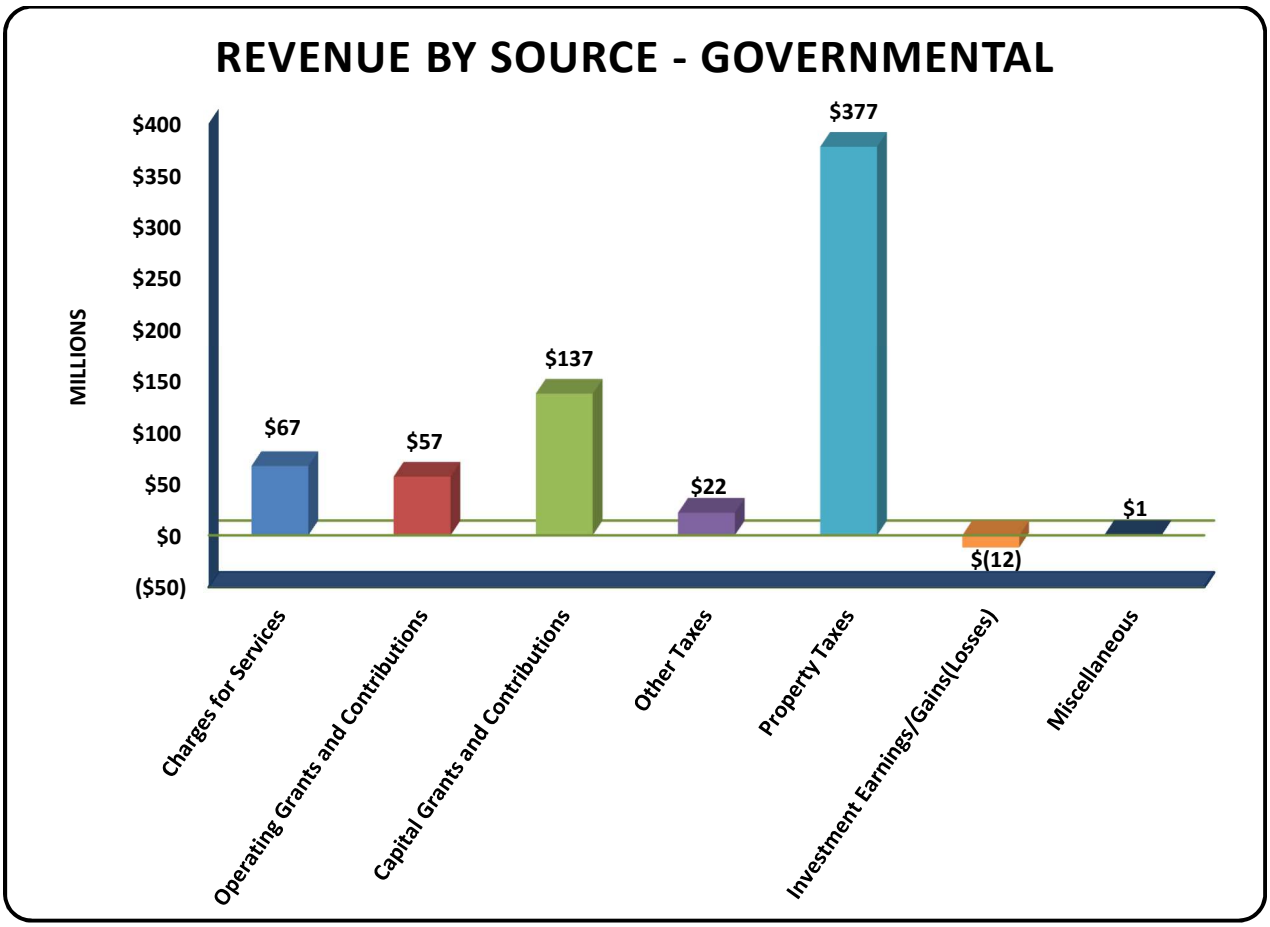
Williamson County's Changes in Net Position

	Primary Government	
	Governmental Activities 2022	Governmental Activities 2021
Revenues		
Program revenues:		
Charges for services	$ 66,871,959	$ 59,559,176
Operating grants and contributions	56,632,343	53,433,019
Capital grants and contributions	137,008,334	36,176,049
General revenues:		
Property taxes	377,477,854	340,984,536
Other taxes	21,774,138	16,291,760
Investment earnings	(11,761,190)	2,325,656
Miscellaneous	577,475	184,529
Total Revenues	648,580,913	508,954,725
Expenses		
General government	95,241,179	81,509,475
Public safety	109,407,176	97,377,417
Transportation support	89,819,635	92,821,273
Judicial	32,902,982	27,235,265
Community services	45,197,557	31,102,956
Interest on long-term debt	740,997	962,046
Conservation	32,446,311	35,118,001
Total Expenses	405,755,837	366,126,433
Change in Net Position	242,825,076	142,828,292
Net Position, Beginning	708,486,485	565,658,193
Net Position, Ending	$ 951,311,561	$ 708,486,485

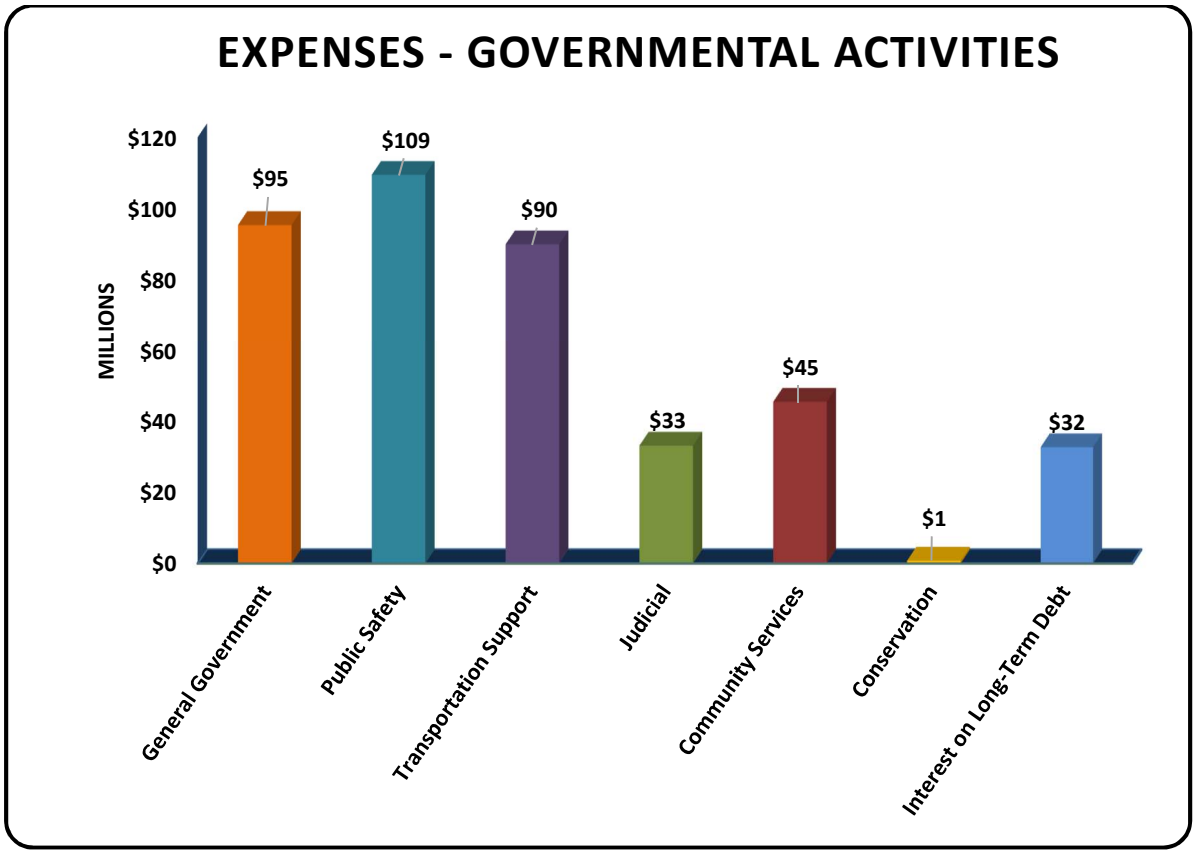
Changes in net position from year to year are a result of the net impact of the change in revenues and expenses from one year to the next. The change in net position increased by $242.8 million. Total revenues for 2022 increased, primarily because of capital contributions and property taxes. Property tax revenues increased by $36.5 million. For 2022, the County tax rate decreased; however, the growth of county property values caused an increase in property tax collections. Capital grants and contributions increased by $100.8 million. This increase is primarily driven by the acceptance of new subdivision roads such as Clear Water and Santa Rita Ranch for county road maintenance. Expenses increased in most functions for 2022. Commissioners Court approved a cost-of-living adjustment of 4% during the fiscal year 2022 budget process. With rising inflation and the need to retain employees in a tight job market, the Commissioners Court approved an additional 3% cost-of-living adjustment mid-year. Also, to address vacancies in the public safety area, salary increases for Law Enforcement, Corrections and Emergency Medical Services were approved. Community Services expenditures increased primarily due to an increase in the Medicaid matching program payments for the Local Provider Participation program.



The chart above compares expenses and direct revenues associated with like county services. The chart below includes other revenues, i.e., tax collections that are not tied to individual services provided by the County.



The chart below breaks out all expenses by type of service provided by the County.



Financial Analysis of the Governmental Funds

As noted earlier, Williamson County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of this section is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Williamson County's financing requirements. In particular, the unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

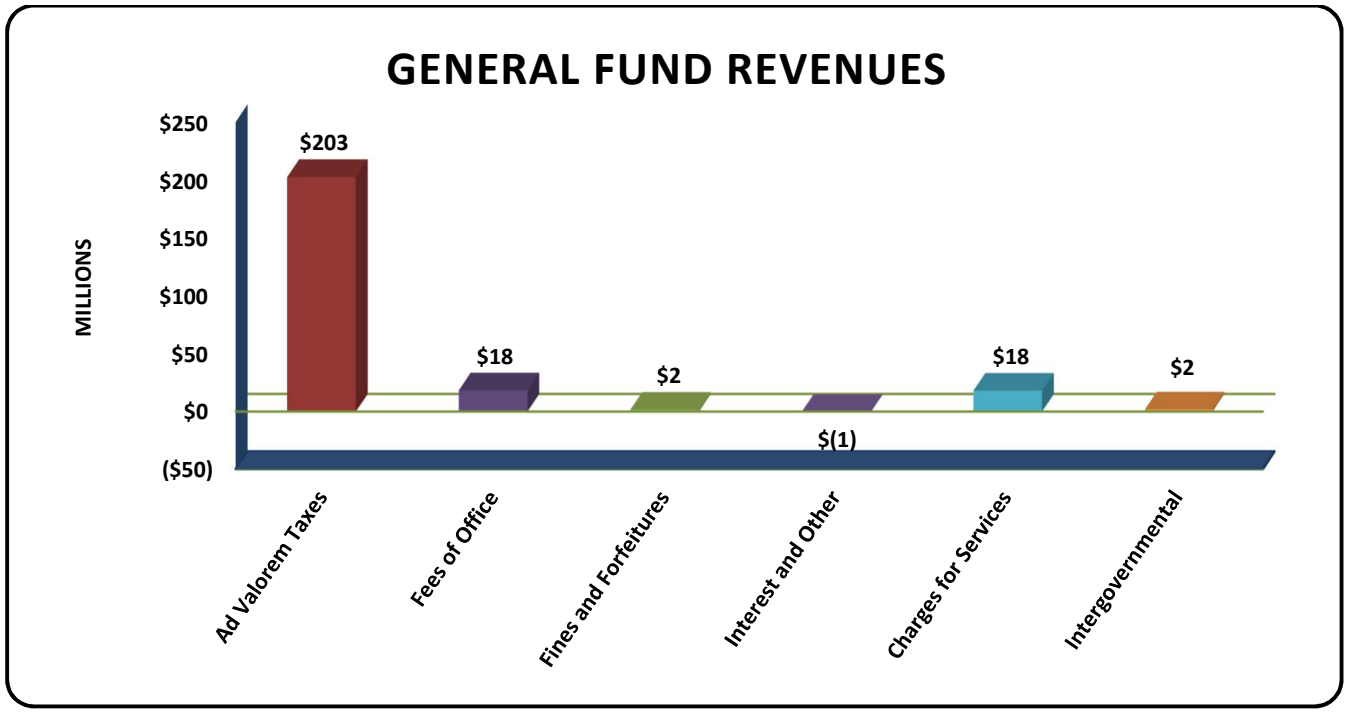
As of the current fiscal year end, Williamson County's governmental funds reported combined ending fund balances of $878.5 million, an increase of $3.7 million compared to the prior year. The increase is due to various factors. The County issued the remaining $112 million of the 2019 voter authorized road bonds. The Capital Project Fund expenditures increased substantially due to an increase in construction and/or improvements of county roads and other county projects. Property tax collections across all tax collecting funds increased due to the growth of property values in the county. Also, the mandatory tax rate for the Local Provider Participation program was increased this fiscal year. The increase in the mandatory tax rate was to fund $23.6 million for Medicaid matching program payments. Payments for the Medicaid programs were the primary increase in the community service expenditures. Investment earnings this fiscal year are $7.3 million. The fair value for investments at fiscal yearend resulted in an unrealized loss of $19.2 million. Thus the $11.9 million loss in investment earnings for governmental funds. The County does not sell investments until the date of maturity. Investment income next fiscal year should result in an unrealized gain. The Pass-Through Fund decreased by $24.4 million. The decrease in the fund was due to a $12.3 million transfer to the Debt Service Fund to pay a portion of the bonded debt and a $11.5 million reduction in the amount of the receivable due from Texas Department of Transportation (TxDOT).

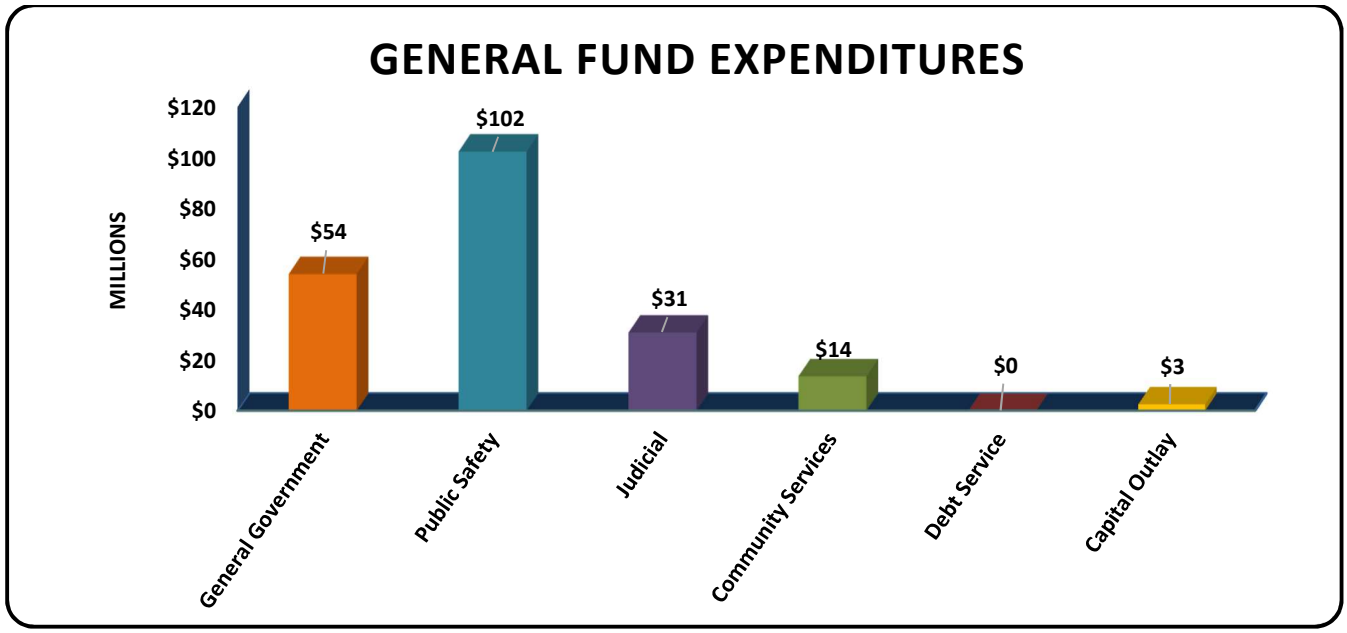
An agreement was reached with TxDOT to revise the contract amount that would be reimbursed to the County for the Pass-Through Toll Program. The agreement was amended to terminate reimbursing the County for FM 1660 improvements. The termination allowed TxDot to allocate state funds to a new project to improve a section of HWY 79 near the Samsung facility in Taylor. The Somerset Hills Road District issued $4.8 million in Unlimited Tax Road Bonds. The road district reimbursed the developer $2.8 million and reimbursed Williamson County $10.2 million. The County reimbursement was transferred to the Capital Projects Fund for Ronald Reagan Road improvements. $956.6 thousand of the fund balance is non-spendable. $742.8 million of the fund balance is restricted and earmarked for specific purposes that have been either imposed by state legislation or by formal action of Commissioners Court. The remaining balance is unassigned and can be used for any purpose.

General Fund. The General Fund is the chief operating fund of the County. At the end of the current fiscal year, total fund balance of the General Fund was $176.1 million with a $22.6 thousand nonspendable fund balance for prepaid expenses. In 2013, the County established a plan to reduce excess reserves to fund various county capital projects. In 2017, the County began funding another program, the "Corridor Plan", with a portion of the General Fund tax rate committed to this program. The corridor plan will focus on identifying and preserving future transportation corridors within the county. The Corridor Plan is also being funded from Road and Bridge excess reserves. $40.9 million of the General Fund balance is committed to both plans. $26.4 million is committed to capital projects and $14.5 million is committed to the transportation plan. As a measure of the General Fund's liquidity, it is useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance for 2022 represents 66.3% of total General Fund expenditures. This significant fund balance to total expenditure ratio indicates a healthy financial position. The County has adopted a policy to maintain an appropriate level of unassigned General Fund balance to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. A Fund Balance Policy adopted by the Commissioners Court in 2009 states that the level shall not be less than 35% of total General Fund budgeted expenditures.

The fund balance of Williamson County's General Fund has increased by 5% during the current fiscal year. General Fund revenues increased by $13.9 million. Tax revenue increased by $14.7 million. The continued growth in the county with new homes and new businesses along with the increase in property values are the factors contributing to the increase in tax revenue. Fees of Office increased by $1.5 million. The majority of this increase is due to a $2.2 million increase in the annual commission for Motor Vehicle Sales Tax. Charges for Services increased $2.1 million with emergency medical service fees being the primary increase. This is due to utilizing an automated process to bill insurance companies in a timelier manner. General Fund expenditures increased by $20 million this fiscal year. Twenty-eight (28) new positions were added in fiscal year 2022. A 4% cost of living adjustment and a 2% merit was approved during the budget process. Inflation averaged 8% for Williamson County in fiscal year 2022. As a result of the inflation, Commissioners Court approved an additional 3% cost of living for county employees. Increased expenditures in Judicial was due to the court system being fully opened this fiscal year and having trials. The courts are also addressing the backlog of cases due to the pandemic. The increase in the number of county buildings and maintaining 24/7 operations resulted in increases in Facilities Management. These are some of the key factors that contributed to the increase in general fund expenditures.

General Fund revenues and expenditures are graphically depicted below.





General Fund Budgetary Highlights. The county budget is prepared according to financial policies, approved by Commissioners Court, and is in accordance with generally accepted accounting principles accepted in the United States. The Budget Officer is responsible for preparing the budget. By statute, the County Auditor is solely responsible for projecting County revenues. The budget is set at a line-item level as a management tool during the fiscal year. Budgetary transfers of more than $500 must be approved by Commissioners Court.

Overall actual revenues were higher than budgeted revenues. Actual revenues were $720 thousand more than budgeted. Fees of Office exceeded budget by $2.7 million. Tax Assessor/Collector fees exceeded budget expectations due to the commission from the State for Motor Vehicle Sales and Use being higher than projected. Investment earnings were $3.3 million less than budgeted. Investment earnings this fiscal year are $1.7 million. The fair value for investments at fiscal yearend resulted in an unrealized loss of $4.2 million and a $2.5 million loss in investment earnings for the governmental funds. Actual expenditures were $25.2 million less than budgeted. The County has several vacancies that remain unfilled. The County is addressing vacancies by increasing salaries in some areas that struggle to fill positions. The areas include EMS, Law Enforcement and Corrections. These efforts have helped, but many positions remain vacant. Even though Indigent health care expenditures did increase from prior year, the actuals were still under budget. Other savings include the delay in spending in the capital improvement plan and the long-range transportation plan projects.

Additional information on Williamson County's General Fund Budget to Actuals can be found on page 29 and pages 75 through 77 of this report.

Long-Term Debt. At the end of the current fiscal year, the County had total bonded debt outstanding of $1.237 billion. Williamson County's debt has decreased by $8.6 million during the current fiscal year. Several factors contributed to the decrease. In July 2022, the County issued $104.7 million in road bonds. In September 2022, the County redeemed and defeased $15.4 million of the 2015 Unlimited Tax Road Bonds and $8.9 million of the 2015 Certificate of Obligations. $25 million of debt service was deposited to an escrow account. This amount included $24.3 million in principal and the remainder in interest. The debt defeasance resulted in savings of $12.3 million in interest payments over the next 15 years.

Additional information on Williamson County's long-term debt can be found in NOTE 10 on pages 55 through 59 of this report.

Debt Service Fund. The total fund balance at year end is $8.1 million, all of which is restricted for the payment of debt service. This balance reflects a current year net increase of $482 thousand. Tax revenue increased by $16.4 million. The continued growth in the county with new homes and new businesses along with the increase in property values are the factors contributing to the increase in tax revenue. Expenditures increased by $27.6 million. This is primarily due to an increase in principal debt payments. These are the key changes to the increase in the debt service fund.

The County's continued investment in infrastructure has resulted in substantial growth of the tax base. In 2006, county management pledged to the citizens a stabilization of the portion of the tax rate supporting debt service. The current fund balance is sufficient to maintain this goal while continuing to address the needs of the County.

Additional information on Williamson County's long-term debt can be found in NOTE 10 on pages 55 through 59 of this report.

Capital Projects Fund. The Capital Projects Fund had a total balance of $532.2 million which is an increase from fiscal year 2021 of $14.4 million. The increase in fund balance is related to road bond proceeds in the amount of $112 million along with capital project expenditures significantly increasing. Investment earnings this fiscal year are $3.4 million. The fair market value for investments at fiscal yearend resulted in an unrealized loss of $13.4 million, for a total $10 million loss in investment earnings for the capital project fund. The County does not sell investments until the date of maturity which will be next fiscal year. Williamson County partnered with several entities to contribute to various projects. The contributions by these entities increased by $6 million as compared to last year. Contributions increased from the previous year due to agreements with the City of Georgetown for Corridor C and Westinghouse Road projects. Williamson County partnered with Samsung and received funds for right of way and to construct a future county road pursuant to the agreement. Total expenditures from the Capital Projects Fund were $150.5 million with capital outlay expenditures accounting for $127.6 million. The major expenditures during the year include $33 million for right of way funded by the 2021 Limited Tax Notes, $16 million for CR 401/404 Improvements, $10 million for CR 111 (Westinghouse Road), $3.2 million for Corridor H/Sam Bass Road, and $2.2 million for the FM 3349 at US 79 Interchange.

Capital Assets. Williamson County's investment in capital assets as of September 30, 2022, amounts to $1.322 billion (net of accumulated depreciation and amortization). This investment includes land, buildings, right-to-use assets, system improvements, equipment, park facilities, roads, highways, and bridges.

Major capital asset additions during the current fiscal year include the following:

- Clear Water Ranch Phase 5
- Cool Water Phase 1
- Cool Water Phase 35 Section 1 & 2
- Eastwood Section 10
- Eastwood Section 7 & 8
- Hairy Man Road
- Santa Rita Ranch Phase 1 Section 20A
- Santa Rita Ranch Phase 1 Section 22
- Santa Rita Ranch Phase 2A Section 1
- Santa Rita Ranch Phase 2A Section 3
- Santa Rita Ranch Phase 3 Section 2
- Santa Rita Ranch Phase 4 Section 1
- Santa Rita Ranch Phase4 Section 2
- Santa Rita Ranch South Section 10B
- Star Ranch Sec 7 Phase 8-10

Additional information on Williamson County's capital assets can be found in NOTE 6 on pages 52 through 53 of this report.

Grants Fund. The Grants Fund has a zero-fund balance. The fund is used to account for monies from other government and private entities for programs not fully funded by the County. Cash and investments for the Grant Fund is $116.8 million. In FY 2022, the County received an additional $57.4 million from the Federal government for the American Rescue Plan Act (ARPA). Most of the ARPA funding is unearned as the County continues to review and approve allowable projects. The CARES funding program ended in 2022. The County returned to the US Treasury $3.5 million of the unspent funds. Intergovernmental revenue increased from last year. $20.4 million of the intergovernmental revenue is CARES funding and $4.4 million is the Texas Water Development Board Flood Plain Mapping grant funding. Capital Outlay decreased from last year. Most of the CARES program capital purchases were completed in fiscal year 2021.

Special Road and Bridge Fund. The Special Road and Bridge Fund has a total fund balance of $29 million, with a net increase of $5.1 million. Commissioners Court adopted a tax rate of $.04/100 for Road & Bridge activities. Preserving the same property tax rate allows the County to implement an increase in county road maintenance and improvement projects. This additional funding is part of a long-range plan for maintaining and improving county roads.

Proprietary Funds. Proprietary funds are made up of two Internal Service Funds which include the Fleet Service Fund and the Benefits Fund.

Economic Factors and Next Year's Budgets and Rates

Economic Conditions. Williamson County's population growth has been driven in part by its location in Central Texas. The population boom has contributed to housing demands and job growth. Low tax rates, affordable housing and business incentives are major factors that have contributed to the County's growth. Even though certain sectors of the economy have been impacted by the pandemic, the regional economy continues to grow. The County adopted a tax rate of $0.375608/100. This rate is less than the current year tax rate. Also, the Commissioners Court implemented increased property tax exemptions providing tax relief to all residential homesteads in the County. To meet the needs of the growing county, 47 new full-time positions were added for Fiscal Year 2023. In Fiscal Year 2023, the County will also be adding a new county court at law and district court. The County will use reserves for major capital improvements, such as security and parking lot improvements for the Justice Center, additions to the Sheriff's Office Facility and Training Center and constructing the 480th District Court and County Court at Law #5 which will be established in Fiscal Year 2023. In addition, the County plans to defease $30 million of existing debt. This amount is in addition to the required Fiscal Year 2023 debt payments.

The Taxable Assessed Valuation (TAV) growth has been solid, spurred by affordable home prices and ample developable land which fuels property tax revenue growth. An increase of 5.6% TAV was recorded in fiscal year 2021. In fiscal year 2022 TAV grew 16%. Property tax collections remain consistent with historic levels. The average collection rate is 99.77%.

The overall economic base has grown. The County's location, stability, and growth in population has resulted in tremendous investments in the areas. New housing developments are happening throughout the County and businesses are continuing to expand and relocate to the area. The County continues to be a popular area for tech companies to expand. Additional medical facilities, schools, and recreation areas are being built as a result of the growth in the County. These factors provide the availability of jobs in Williamson County.

Unemployment. The September 2022 unemployment rate for Williamson County was 2.8%, which is a decrease from the rate of 3.6% a year ago. This compares favorably to the State's unemployment rate of 3.8% and the national rate of 3.5%.

All these factors were considered in preparing Williamson County's budget for fiscal year 2023.

Requests for Information

This financial report is designed to provide a general overview of Williamson County's finances for those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the following:

Office of the County Auditor
710 S. Main Street, Suite 301
Georgetown, Texas 78626
jkiley@wilco.org

Basic Financial Statements

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Williamson County, Texas
Statement of Net Position
September 30, 2022

	Primary Government
	Governmental Activities
ASSETS	
Cash and investments	$ 1,048,971,515
Accounts receivable (net of allowance)	17,209,891
Due from other governments	11,460,345
Inventories	1,222,130
Prepaid items	348,700
Deferred contributions	47,436,129
Lease receivable	395,180
Net pension asset	15,236,030
Capital assets	
Land	573,177,792
Intangible	18,786,833
Buildings and improvements	290,957,047
Infrastructure	609,819,392
Equipment	127,057,959
Construction in progress	141,006,843
Right to use asset	680,935
Less: accumulated depreciation / amortization	(439,422,623)
Total capital assets	1,322,064,178
Total assets	2,464,344,098
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charges on refunding	13,949,654
Deferred outflows related to pension	35,207,481
Deferred outflows related to OPEB	2,429,751
Total deferred outflows of resources	51,586,886
LIABILITIES	
Accounts payable	47,616,904
Accrued liabilities	7,032,042
Due to other governments	2,713,307
Unearned revenues	117,275,209
Accrued interest	5,233,129
Noncurrent liabilities	
Due within one year	112,073,085
Due in more than one year	1,186,754,736
Total liabilities	1,478,698,412
DEFERRED INFLOWS OF RESOURCES	
Deferred gain on refunding	1,437,990
Deferred inflows related to pension	73,830,543
Deferred inflows related to OPEB	10,257,836
Deferred inflows related to leases	394,642
Total deferred inflows of resources	85,921,011
NET POSITION	
Net investment in capital assets	1,001,153,598
Restricted for	
Debt service	6,776,072
Road and bridge	29,351,019
Capital Projects	532,154,692
Tobacco fund	8,562,351
Records management	13,516,731
Public safety	4,322,521
State and federal programs	104,532,248
Unrestricted	(749,057,671)
TOTAL NET POSITION	$ 951,311,561

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Activities
For the Fiscal Year Ended September 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities
PRIMARY GOVERNMENT					
Governmental activities					
General government	$ 95,241,179	$ 29,408,569	$ 27,154,452	$ -	$ (38,678,158)
Public safety	109,407,176	18,088,427	3,072,719	-	(88,246,030)
Transportation support	89,819,635	10,695,833	16,395,520	137,008,334	74,280,052
Judicial	32,902,982	4,147,635	1,066,391	-	(27,688,956)
Community services	45,197,557	2,600,751	5,220,457	-	(37,376,349)
Conservation	740,997	1,930,744	3,722,804	-	4,912,551
Interest on long-term debt	32,446,311	-	-	-	(32,446,311)
TOTAL PRIMARY GOVERNMENT	$ 405,755,837	$ 66,871,959	$ 56,632,343	$ 137,008,334	$ (145,243,201)
GENERAL REVENUES					
Taxes					
Property taxes, levied for general purposes					$ 181,421,949
Property taxes, levied for farm to market					34,399,660
Property taxes, levied for debt service					161,656,245
Other taxes					21,774,138
Investment earnings and unrealized gains/losses					(11,761,190)
Miscellaneous					577,475
Total general revenues					388,068,277
Change in net position					242,825,076
Net position, beginning of year					708,486,485
NET POSITION, end of year					$ 951,311,561

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Balance Sheet – Governmental Funds
September 30, 2022

	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental	Total Governmental Funds
ASSETS							
Cash and investments	$ 183,639,331	$ 32,294,856	$ 8,029,984	$ 560,993,647	$ 116,839,029	$ 130,182,183	$ 1,031,979,030
Accounts receivable (net of allowance)	11,437,571	559,106	1,697,781	1,815,276	-	980,316	16,490,050
Due from other funds	1,120,657	-	-	-	-	-	1,120,657
Due from other governments	1,145,476	-	-	1,709,708	2,379,765	6,225,396	11,460,345
Lease Receivable	395,180	-	-	-	-	-	395,180
Inventories	-	919,485	-	-	-	-	919,485
Prepaid items	22,624	-	-	-	575	13,934	37,133
TOTAL ASSETS	$ 197,760,839	$ 33,773,447	$ 9,727,765	$ 564,518,631	$ 119,219,369	$ 137,401,829	$ 1,062,401,880
LIABILITIES							
Accounts payable	$ 5,334,506	$ 4,019,253	$ -	$ 32,363,939	$ 2,246,380	$ 3,073,564	$ 47,037,642
Accrued liabilities	5,122,618	403,175	-	-	158,851	225,806	5,910,450
Due to other funds	-	-	-	-	-	526,341	526,341
Due to other governments	2,708,449	-	-	-	-	4,858	2,713,307
Unearned revenue	430,564	7,925	-	-	116,814,138	22,582	117,275,209
Total liabilities	13,596,137	4,430,353	-	32,363,939	119,219,369	3,853,151	173,462,949
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	7,681,361	388,583	1,643,902	-	-	344,714	10,058,560
Deferred inflows - leases	394,642	-	-	-	-	-	394,642
Total deferred inflows of resources	8,076,003	388,583	1,643,902	-	-	344,714	10,453,202
FUND BALANCES							
Nonspendable	22,624	919,485	-	-	575	13,934	956,618
Restricted	-	28,035,026	8,083,863	532,154,692	-	133,190,030	701,463,611
Committed	40,907,524	-	-	-	-	-	40,907,524
Unassigned	135,158,551	-	-	-	(575)	-	135,157,976
Total fund balances	176,088,699	28,954,511	8,083,863	532,154,692	-	133,203,964	878,485,729
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 197,760,839	$ 33,773,447	$ 9,727,765	$ 564,518,631	$ 119,219,369	$ 137,401,829	$ 1,062,401,880

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Reconciliation of the Governmental Funds
Balance Sheet to the Statement of Net Position
September 30, 2022

Total fund balances - governmental funds	$	878,485,729
Amounts reported for governmental activities in the statement of net position are different because:		
The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The assets and liabilities of the internal service funds are included in the governmental activities in the statements of net position.		16,189,725
Capital assets, including accumulated depreciation / amortization, used in governmental activities are not financial resources and, therefore, are not reported in the funds.		1,321,905,821
Deferred contributions are not financial resources and, therefore, are not reported in the funds.		47,436,129
Losses (Gains) on bond refundings are deferred and amortized in the government-wide financial statements.		12,511,664
Employee benefit related liabilities, and related accounts, are not due and payable in the current period and are not included in the fund financial statements, but are reported in the governmental activities in the statement of net position. These items include:		
Net Pension Asset		15,236,030
Other post-employment benefit obligation (OPEB)		(55,615,361)
Deferred Inflow of Resources - OPEB		(10,257,836)
Deferred Inflow of Resources - Pension		(73,830,543)
Deferred Outflow of Resources - OPEB		2,429,751
Deferred Outflow of Resources - Pension		35,207,481
Revenues earned but not available within 60 days of the year end are not recognized as revenue on the fund financial statements.		10,058,560
Interest payable on long term debt does not require current financial resources; therefore, interest payable is not reported as a liability in governmental funds balance sheet.		(5,233,129)
Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. These items include:		
Lease Liabilities		(468,148)
Bonds Payable		(1,139,815,000)
Bond issuance premium		(97,880,532)
Bond issuance discount		863,287
Compensated Absences		(5,912,067)
Net position of governmental activities	$	951,311,561

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Statement of Revenues, Expenditures and Changes in
Fund Balances – Governmental Funds
For the Fiscal Year Ended September 30, 2022

	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental	Total Governmental Funds
REVENUES							
Taxes	$ 202,549,557	$ 34,287,956	$ 139,300,978	$ -	$ -	$ 21,902,577	$ 398,041,068
Fees of office	18,476,363	-	-	-	-	6,613,829	25,090,192
Fines and forfeitures	1,609,602	-	-	-	-	795,249	2,404,851
Intergovernmental	1,988,137	1,065,805	126,524	11,715,002	29,282,469	1,416,756	45,594,693
Charges for services	18,234,562	2,857,828	-	-	-	2,601,144	23,693,534
Motor vehicle registration	-	5,913,654	-	-	-	-	5,913,654
Investment earnings and unrealized gains(losses)	(2,531,080)	137,572	199,438	(9,987,221)	635,043	(342,146)	(11,888,394)
Miscellaneous	1,729,832	6,583	-	4,091,239	241,228	13,142,558	19,211,440
Total revenues	242,056,973	44,269,398	139,626,940	5,819,020	30,158,740	46,129,967	508,061,038
EXPENDITURES							
Current							
General government	54,156,928	-	-	3,537,602	28,291,831	6,562,873	92,549,234
Public safety	102,380,136	-	-	-	2,703,194	2,308,182	107,391,512
Transportation support	-	28,517,261	-	17,870,466	-	11,577,185	57,964,912
Judicial	31,073,275	-	-	421,825	153,685	1,068,017	32,716,802
Community services	13,660,479	-	-	218,864	809,196	27,733,739	42,422,278
Conservation	-	-	-	-	-	736,358	736,358
Debt service							
Principal	-	-	87,915,000	-	-	1,695,000	89,610,000
Interest and other charges	1,679	-	38,521,685	-	-	1,002,632	39,525,996
Payment to bond escrow agent	-	-	24,978,837	-	-	-	24,978,837
Bond issuance fees	-	-	17,819	891,931	-	236,849	1,146,599
Capital outlay	2,521,081	2,423,764	-	127,576,929	691,487	113,495	133,326,756
Total expenditures	203,793,578	30,941,025	151,433,341	150,517,617	32,649,393	53,034,330	622,369,284
Excess (deficiency) of revenues over expenditures	38,263,395	13,328,373	(11,806,401)	(144,698,597)	(2,490,653)	(6,904,363)	(114,308,246)
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	3,767	104,711,233	-	4,750,000	109,465,000
Premium on issuance of long-term debt	-	-	-	8,221,947	-	-	8,221,947
Proceeds from lease	257,959	-	-	-	-	-	257,959
Proceeds from sale of capital assets	100,762	40,595	-	-	-	-	141,357
Discount on issuance of long-term debt	-	-	-	(31,749)	-	(72,621)	(104,370)
Transfers in	117,242	-	12,285,000	48,376,860	2,490,653	1,555,709	64,825,464
Transfers out	(30,477,567)	(8,234,977)	-	(2,188,911)	-	(23,924,009)	(64,825,464)
Total other financing sources (uses)	(30,001,604)	(8,194,382)	12,288,767	159,089,380	2,490,653	(17,690,921)	117,981,893
NET CHANGE IN FUND BALANCES	8,261,791	5,133,991	482,366	14,390,783	-	(24,595,284)	3,673,647
FUND BALANCES, beginning of year	167,826,908	23,820,520	7,601,497	517,763,909	-	157,799,248	874,812,082
FUND BALANCES, end of year	$ 176,088,699	$ 28,954,511	$ 8,083,863	$ 532,154,692	$ -	$ 133,203,964	$ 878,485,729

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Fiscal Year Ended September 30, 2022

Net change in fund balances - total governmental funds	$	3,673,647
Amounts reported for governmental activities in the statement of activities are different because:		
The County uses internal service funds to charge the costs of certain activities such as fleet and self-insurance to appropriate functions in other funds. The change in net position of the internal service funds are reported with the governmental activities.		4,276,901
Governmental funds report outlays for capital assets as expenditures. However, in the statement of activities the cost of those assets is allocated over their useful lives and reported as depreciation expense. Additionally, disposal of capital assets is not recorded in the fund statements. These items include:		
Capital outlay		133,326,756
Depreciation / amortization expense		(45,190,706)
Net book value of current year disposals		(2,237,041)
Governmental capital assets donated to the County are not current financial resources and therefore, are not reported in the fund statements. Capital assets donated to the County in the current fiscal year increased net position.		127,828,015
Governmental funds report expenditures for costs of assets under construction that will be contributed on completion to another entity. However, in the statement of activities, the cost of those assets will be expensed when the completed asset is transferred.		5,726,827
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds, including:		
Property taxes		1,210,924
Adjudicated fines		(102,366)
Emergency medical services		2,252,310
Investment in capital lease		(618,607)
Animal shelter fees		23,464
Expenditures related to the County's participation in its OPEB Plan are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities.		(1,722,291)
Expenditures related to the County's participation in the Texas County and District Retirement System are recorded as they are paid in the governmental funds, but are recognized based on the change in net pension liability in the Statement of Activities.		10,054,142
The issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Issuance of bonds		(109,465,000)
Premium on bond issuance		(8,221,947)
Discount on bond issuance		104,370
Deferred Gain on refunding		159,777
Deferred Loss on refunding		(3,563,596)
Principal payments on tax notes and bonds		113,900,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Amortization of debt-related items		12,311,528
Decrease in compensated absences		(228,508)
Decrease in accrued interest payable		(205,375)
Increase in lease liability		(468,148)
Change in net position of governmental activities	$	242,825,076

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	$ 203,447,254	$ 203,447,254	$ 202,549,557	$ (897,697)
Fees of office	15,771,300	15,771,300	18,476,363	2,705,063
Fines and forfeitures	1,606,100	1,606,100	1,609,602	3,502
Intergovernmental	1,735,889	1,887,779	1,988,137	100,358
Charges for services	16,482,364	16,695,364	18,234,562	1,539,198
Investment earnings and unrealized gains/losses	772,000	772,000	(2,531,080)	(3,303,080)
Miscellaneous	201,500	1,157,402	1,729,832	572,430
Total revenues	240,016,407	241,337,199	242,056,973	719,774
EXPENDITURES				
Current				
General government	59,433,397	59,560,212	54,156,928	5,403,284
Public safety	110,018,519	113,470,938	102,380,136	11,090,802
Judicial	33,270,483	34,223,333	31,073,275	3,150,058
Community services	16,845,379	16,852,310	13,660,479	3,191,831
Debt service				
Interest and other charges	-	1,679	1,679	-
Capital outlay	5,683,905	4,905,553	2,521,081	2,384,472
Total expenditures	225,251,683	229,014,025	203,793,578	25,220,447
Excess of revenues over expenditures	14,764,724	12,323,174	38,263,395	25,940,221
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	204,500	204,500	100,762	(103,738)
Proceeds from lease	-	-	257,959	257,959
Transfers in	172,963	172,963	117,242	(55,721)
Transfers out	(29,099,026)	(71,452,591)	(30,477,567)	40,975,024
Total other financing sources (uses)	(28,721,563)	(71,075,128)	(30,001,604)	41,073,524
Net change in fund balances	(13,956,839)	(58,751,954)	8,261,791	67,013,745
FUND BALANCES, beginning of year	167,826,908	167,826,908	167,826,908	-
FUND BALANCES, end of year	$ 153,870,069	$ 109,074,954	$ 176,088,699	$ 67,013,745

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Special Road and Bridge Fund
For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Taxes	$ 34,216,191	$ 34,216,191	$ 34,287,956	$ 71,765
Intergovernmental	319,000	319,000	1,065,805	746,805
Charges for services	1,128,000	1,128,000	2,857,828	1,729,828
Motor vehicle registration	5,360,000	5,360,000	5,913,654	553,654
Investment earnings unrealized gains(losses)	30,000	30,000	137,572	107,572
Miscellaneous	10,000	10,000	6,583	(3,417)
Total revenues	41,063,191	41,063,191	44,269,398	3,206,207
EXPENDITURES				
Current				
Transportation support	28,486,133	32,984,179	28,517,261	4,466,918
Capital outlay	3,119,338	3,008,676	2,423,764	584,912
Total expenditures	31,605,471	35,992,855	30,941,025	5,051,830
Excess of revenues over expenditures	9,457,720	5,070,336	13,328,373	8,258,037
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	300,000	300,000	40,595	(259,405)
Transfers out	(15,515,168)	(11,415,168)	(8,234,977)	3,180,191
Total other financing sources (uses)	(15,215,168)	(11,115,168)	(8,194,382)	2,920,786
NET CHANGE IN FUND BALANCES	(5,757,448)	(6,044,832)	5,133,991	11,178,823
FUND BALANCES, beginning of year	23,820,520	23,820,520	23,820,520	-
FUND BALANCES, end of year	$ 18,063,072	$ 17,775,688	$ 28,954,511	$ 11,178,823

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Net Position
Proprietary Funds
September 30, 2022

	Governmental Activities Internal Service
ASSETS	
Current assets	
Cash and investments	$ 16,992,485
Accounts receivable	719,841
Inventory	302,645
Prepaid expenses	311,567
Total current assets	18,326,538
Noncurrent assets	
Capital assets	
Machinery and equipment	604,122
Less accumulated depreciation	(445,765)
Total noncurrent assets	158,357
Total assets	18,484,895
LIABILITIES	
Current liabilities	
Accounts payable	579,262
Accrued liabilities	1,121,592
Due to other funds	594,316
Total liabilities	2,295,170
NET POSITION	
Net investment in capital assets	158,357
Unrestricted	16,031,368
TOTAL NET POSITION	$ 16,189,725

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Revenues, Expenses,
and Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2022

	Governmental Activities
	Internal Service
OPERATING REVENUES	
Employer contributions	$ 20,991,968
Employee contributions	4,966,909
Charges for services	4,032,494
Total operating revenues	29,991,371
OPERATING EXPENSES	
Claims	17,609,502
Insurance	2,219,550
Administration	1,889,150
Supplies and parts	4,101,354
Depreciation	22,118
Total operating expenses	25,841,674
Operating income	4,149,697
NONOPERATING REVENUES (EXPENSES)	
Interest and investment revenues	127,204
Total nonoperating revenues (expenses)	127,204
Change in net position	4,276,901
NET POSITION, beginning of year	11,912,824
NET POSITION, end of year	$ 16,189,725

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2022

	Governmental Activities Internal Service
CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	$ 29,939,262
Payments to suppliers	(23,421,870)
Payments to employees	(1,889,150)
Net cash flows provided by operating activities	4,628,242
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Acquisition and construction of capital assets	55
Net cash flows used in capital and related financing activities	55
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment earnings	127,204
Net cash flows provided by investing activities	127,204
Change in cash and cash equivalents	4,755,501
CASH AND CASH EQUIVALENTS, beginning of year	12,236,984
CASH AND CASH EQUIVALENTS, end of year	$ 16,992,485
RECONCILIATION OF OPERATING INCOME TO NET PROVIDED BY/(USED IN) OPERATING ACTIVITIES	
Operating income	$ 4,149,697
Adjustments to reconcile operating income to net cash provided by/(used in) operating activities	
Depreciation	22,118
Change in assets and liabilities	
Accounts receivable	(52,109)
Prepaids and other assets	(65,834)
Inventory	(57,020)
Accounts payable	287,890
Accrued liabilities	(250,816)
Due to other funds	594,316
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 4,628,242

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Fiduciary Net Position
Fiduciary Funds
September 30, 2022

	Custodial Funds
ASSETS	
Cash and investments	$ 31,120,034
Accounts receivable	2,098,066
Prepaid assets	38,070
Total assets	33,256,170
LIABILITIES	
Accounts payable	843,931
Due to other governments	1,221,058
Total liabilities	2,064,989
NET POSITION	
Individuals, organizations, and other governments	31,191,181
TOTAL NET POSITION	$ 31,191,181

The Notes to the Financial Statements are an integral part of these statements.

Williamson County, Texas
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Fiscal Year Ended September 30, 2022

	Custodial Funds
ADDITIONS	
Tax Collections from other governments	$ 2,626,691,610
Fees for other governments	1,916
Fees from other governments	11,029
Held for Others	22,784,054
Interest Income	165,336
Total additions	2,649,653,945
DEDUCTIONS	
Payment to other governments	2,614,327,922
Payment to individuals	34,879,373
Total deductions	2,649,207,295
Net increase in fiduciary net position	446,650
Net Position - Beginning of Year	30,744,531
Net Position - End of Year	$ 31,191,181

The Notes to the Financial Statements are an integral part of these statements.

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Note 1. Summary of Significant Accounting Policies

Williamson County, Texas (the County) uses a commission form of government under the laws and statutes of the constitution of the State of Texas. The County provides various services to advance the welfare, health, morals, comfort, safety, and convenience of the County and its inhabitants. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

Financial Reporting Entity
The Governmental Accounting Standards Board (GASB) has issued Statement No. 14*, The Financial Reporting Entity* and Statement No. 61, *The Financial Reporting Entity: Omnibus*, which established standards for defining and reporting on the financial reporting entity. The discussion that follows includes not only the minimum guidelines for an entity's inclusion in the County's financial statements, but also the reasons that certain entities were excluded from the statements.

The definition of the reporting entity is based primarily on the notion of financial accountability. The elected officials governing Williamson County are accountable to their constituents for their public policy decisions, regardless of whether those decisions are carried out directly through the operations of the County or by their appointees through the operations of a separate entity. Therefore, the County is not only financially accountable for the organizations that make up its legal entity, it is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on the County.

Depending on the significance of the County's financial and operational relationships with various separate entities, the organizations are classified as blended or discretely presented component units, related organizations, joint ventures, or jointly governed organizations, and the financial disclosure is treated accordingly.

Related Organizations – Where the Williamson County Commissioners Court (Commissioners Court) is responsible for appointing a majority of the members of a board of another organization, but the County's accountability does not extend beyond making such appointments, disclosure is made in the form of the relation between the County and such organization.

Blended Component Units

*Avery Ranch Road District No. 1 (*Avery District*)* was formed by the Commissioners Court in accordance with the Texas Government Code in February of 2001. The Avery District issues unlimited tax bonds for the purpose of developing roads within the District. The bonds constitute direct obligations of the Avery District payable from ad valorem taxes levied upon all taxable property located within the Avery District. The Avery District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Avery District.

Pearson Place Road District (Pearson District) was formed by the Commissioners Court in accordance with the Texas Government Code in July of 2010. The Pearson District issues unlimited tax bonds for the purpose of developing roads within the Pearson District. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located with the Pearson District. The Pearson District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Pearson District.

Northwoods Road District No. 1 (Northwoods District) was formed by Commissioners Court in August of 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Staked Plains Boulevard from Avery Ranch Subdivision to Lakeline Boulevard, and the widening and extension of Lakeline Boulevard to a four lane arterial from Lake Creek east to the Capital Metro right-of-way. The fund is also used to pay for the long-term debt expenditures for the district. The Northwoods District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Northwoods District.

Somerset Hills Road District No. 4 (Somerset Hills District) was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The Somerset District meets the financial accountability tests and is considered to be a blended component unit. Specifically, the government body is made up of Commissioners Court members and management of the primary government has operational responsibility for the Somerset District.

Williamson County Conservation Foundation is a nonprofit corporation formed under the laws of the Texas Nonprofit Corporation Act. It was formed by the Commissioners Court in December of 2002, as a pro-active approach to providing for conservation and the recovery of endangered species in the Williamson County area. The Foundation is governed by a Board appointed by the Commissioners Court, of which, two members are County Commissioners. The Foundation meets the financial accountability tests and is considered to be a blended component unit. Specifically, the Foundation's board is substantively the same as the Commissioners Court and management of the primary government has operational responsibility for the Foundation. Additionally, there is a financial burden relationship between the primary government and the Foundation.

Complete financial statements for each of the individual component units may be obtained at the Williamson County Auditor's office.

Based upon the foregoing criteria, the following entity is not included in the accompanying financial statements: the Williamson County and Cities Health District.

Government-Wide and Fund Financial Statements
The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenue.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenue. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenue includes: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenue are reported instead as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation
Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenue to be available if collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the County.

The County reports the following major governmental funds:

The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Special Road and Bridge Fund* is a special revenue fund used to account for revenue derived from ad valorem taxes, vehicle registration fees, and rebates from the State of Texas. Expenditures are legally restricted for maintenance and construction of County roads and bridges.

The *Debt Service Fund* is used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs.

The *Capital Projects Fund* is used to account for the acquisition of capital assets or construction of major capital projects.

The *Grants Fund* is used to account for federal, state, and private monies provided for the enhancement of programs not fully funded by the County.

Additionally, the County reports the following fund types:

Internal Service Funds account for the Benefits Program and Fleet Maintenance services provided to other departments or agencies of the government, or to other governments, on a cost reimbursement basis.

Custodial Funds are used to account for assets held by the County on behalf of individuals and other governments. Examples include taxes, fines, bonds, and restitution.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements with the exception of interfund services provided and used.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenue includes all taxes. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the County's internal service funds are charges to customers for services. Operating expenses for the internal service funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenue and expenses.

Note 2. Assets, Liabilities and Net Position or Fund Balance

Cash and Investments

The County pools cash resources of some funds and invests these funds jointly. Each fund owns a pro rata share of the cash and investments. The County is entitled to invest in obligations of the United States, the State of Texas, and certificates of deposit of state or national banks or savings and loan associations within the State. All investments are stated at fair market value.

Investment earnings are allocated to the respective funds based on the cash balances outstanding at the end of each month.

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds".

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are shown net of an allowance for uncollectible amounts. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectible amounts.

Ad valorem property taxes attach as enforceable liens as of January 1. Taxes are levied prior to September 30, payable on October 1, and are delinquent on February 1. The majority of the County's property tax collections occur during December and early January each year. To the extent that County property tax revenue results in current receivables as defined by the GASB they are recognized when levied.

Inventories and Prepaid Items
All inventories are valued at cost using the first-in/first-out (FIFO) method.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Deferred Contributions
Deferred contributions include the construction costs primarily of roads within the County that will be contributed upon completion to another governmental entity. Upon completion of the project, these assets will be transferred to another governmental entity and expensed in the statement of activities.

Capital Assets
Capital assets, which include property, plant, equipment and infrastructure assets (e.g. roads, bridges, sidewalks and similar items) and intangible assets (i.e., mitigation credits) are reported in the governmental activities column in the government-wide financial statements. The County defines capital assets as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

Intangible assets were modified to comply with GASB Statement No. 51. Intangible assets are not physical in nature, do not have monetary form, and are identifiable. Intangible assets include mitigation credits, unregistered trademarks, easements, and software (acquired or internally developed). Like capital assets, the County defines intangible assets with an initial cost of more than $5,000 and an estimated useful life in excess of one year.

Intangible assets with definite estimated useful lives from 2 to 60 years are amortized using the straight-line method.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and improvements	25 - 40
Vehicles	3 - 14
Machinery and equipment	5 - 15
Infrastructure	5 - 50
Improvements other than buildings	10 - 40
Right-of-use assets	2 - 6

Federal and State Grants
Revenue from federal and state grants is recognized on the basis of actual expenditures incurred, limited to the amount of the total grant award. Shared revenue is recognized based on the fiscal period to which the entitlements received apply.

Compensated Absences
The Williamson County Personnel Policy provides employees with vacation leave and nonvesting accumulating rights to sick pay benefits. The policy allows all employees to accumulate a range of 80 to 160 hours of vacation per year depending on tenure, and to carry their vacation balance forward to the next fiscal year in an amount not to exceed 80 to 160 hours, respectively. Employees may also accrue up to 240 hours of compensatory time. Additionally, holiday time is accrued up to a maximum of 200 hours. Unused compensatory time and vacation leave time is paid upon termination. Governmental fund liability and expenditures are not recognized until they come due for payment.

Long-term Obligations
In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts, as well as charges on refundings, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Charges and gains on refundings are reported as deferred charges or gains and amortized over the term of the related debt.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Fund Balances and Net Position

Government-Wide Financial Statements
Net Position on the Statement of Net Position includes the following categories:

Net investment in capital assets – the component of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, net of premiums and discounts, excluding unspent proceeds, that are directly attributable to the acquisition, construction or improvement of these capital assets.

Restricted – net position are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

Unrestricted – the difference between the assets and liabilities that is not reported in any of the classifications above.

Governmental Fund Financial Statements
The County has adopted the provisions of GASB Statement No. 54, *Fund Balance Reporting and Government Fund Type Definitions* (GASB 54). The objective of the statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing government fund type definitions. The statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications, under GASB 54 are nonspendable, restricted, committed, assigned, and unassigned. These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed upon fund balance. Fund balance can have different levels of constraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification within the General Fund. The General Fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned is limited to negative residual fund balance.

In accordance with GASB 54, the County classifies governmental fund balances as follows:

Nonspendable – includes amounts that cannot be spent because they are either not in spendable form, or, for legal or contractual reasons, must be kept intact.

Restricted – includes fund balance amounts that are constrained for specific purposes, which are externally imposed by providers, such as creditors, or amount restricted due to constitutional provisions or enabling legislation.

Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the County through formal action of the highest level of decision-making authority. Committed fund balance is reported pursuant to resolution passed by the County Commissioners Court.

Unassigned – includes residual positive fund balance within the General Fund, which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, then unrestricted resources as they are needed. Furthermore, committed fund balances are reduced first, followed by assigned amounts and then unassigned amounts where expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

The County has established a minimum fund balance policy whereby the County's unassigned general fund balance will be maintained at levels sufficient to protect the County's creditworthiness as well as its financial position from unforeseeable emergencies. The County will strive to maintain the unassigned general fund balance at a minimum level of 35% of total general fund budgeted expenditures.

A summary of the nature and purpose of fund balances at September 30, 2022, is as follows:

	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental	Total Governmental Funds
Fund balances							
Nonspendable							
Inventory	$ -	$ 919,485	$ -	$ -	$ -	$ -	$ 919,485
Prepaid items	22,624	-	-	-	575	13,934	37,133
Total nonspendable	22,624	919,485	-	-	575	13,934	956,618
Restricted for							
Construction and maintenance of roads and bridges	-	28,035,026	-	-	-	72,769,119	100,804,145
Payment of general long-term debt principal, interest and related costs	-	-	8,083,863	-	-	1,841,283	9,925,146
Acquisition of capital assets	-	-	-	532,154,692	-	428,839	532,583,531
Construction and improvements of court buildings	-	-	-	-	-	130,801	130,801
Court mediations	-	-	-	-	-	542,071	542,071
Third Court of Appeals	-	-	-	-	-	579	579
Child safety, health or nutrition	-	-	-	-	-	841,494	841,494
The conservation of endangered species	-	-	-	-	-	8,500,615	8,500,615
Technological enhancements	-	-	-	-	-	419,033	419,033
The County Jail	-	-	-	-	-	2,757,120	2,757,120
Drug cases, drug education or equipment for law enforcement	-	-	-	-	-	1,086,451	1,086,451
The Radio Communication System	-	-	-	-	-	737,435	737,435
Maintenance, digitalization and preservation of County and Court records	-	-	-	-	-	13,516,727	13,516,727
Court reporter	-	-	-	-	-	596,002	596,002
Teen Court Program	-	-	-	-	-	5,497	5,497
Administration and Enforcement of Fire Code	-	-	-	-	-	162,489	162,489
Courthouse and Justice of the Peace security	-	-	-	-	-	839,882	839,882
Specialty Courts	-	-	-	-	-	147,822	147,822
Voting and election services	-	-	-	-	-	2,002,641	2,002,641
Juvenile and guardianship programs	-	-	-	-	-	1,081,889	1,081,889
Law library	-	-	-	-	-	1,093,203	1,093,203
Medical services	-	-	-	-	-	8,562,351	8,562,351
Training	-	-	-	-	-	82,700	82,700
Regional Animal Shelter	-	-	-	-	-	831,202	831,202
The City of Hutto and Hutto ISD	-	-	-	-	-	560,072	560,072
Recreational facilities	-	-	-	-	-	1,529,305	1,529,305
Historical commission	-	-	-	-	-	16,607	16,607
Williamson County landfill	-	-	-	-	-	5,014,450	5,014,450
Healthcare Participation Program	-	-	-	-	-	7,072,351	7,072,351
Community Improvement Projects Precinct 4	-	-	-	-	-	20,000	20,000
Total restricted	-	28,035,026	8,083,863	532,154,692	-	133,190,030	701,463,611
Committed to							
Cash reduction plan and long term transportation plan	40,822,061	-	-	-	-	-	40,822,061
Employee recognition programs	85,463	-	-	-	-	-	85,463
Total committed	40,907,524	-	-	-	-	-	40,907,524
Unassigned	135,158,551	-	-	-	(575)	-	135,157,976
Total fund balances	$ 176,088,699	$ 28,954,511	$ 8,083,863	$ 532,154,692	$ -	$ 133,203,964	$ 878,485,729

Pensions
The County has adopted accounting policy in response to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions, An Amendment of GASB Statement No. 27* (GASB 68). For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, the County specific information about its Fiduciary Net Positon in the Texas County and District Retirement System (TCDRS) and additions to/deductions from the County's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the County's Total Pension Liability is obtained from TCDRS through a report prepared for the County by TCDRS consulting actuary, Milliman, in compliance with GASB 68.

Other Postemployment Benefits (OPEB)
Other Postemployment Benefits (OPEB) cost for retiree healthcare and similar, non-pension retiree benefits, is required to be measured and disclosed using the accrual basis of accounting, regardless of the amount recognized as OPEB expense on the modified accrual basis of accounting. Annual OPEB cost is calculated in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). GASB 75 requires a liability for OPEB obligations to be recognized on the balance sheets of participating employers. Changes in OPEB liability will be immediately recognized as OPEB expense on the income statement or reported as deferred inflows/outflows of resources depending on the nature of the change. Information regarding the County's OPEB liability is obtained through a report prepared for the County by Milliman, a consulting actuary, in compliance with GASB 75.

Leases

Lessee
The County is a lessee for non-cancelable leases of office equipment. The County recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. At the commencement of a lease, the County initially measures the lease liability at the present value of the payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amounts of the lease liability, adjusted for least payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgements related to leases include how the County determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The County uses the interest rate charges by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the County generally uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the non-cancelable period of the lease. Lease payments included in the measurement of the lease liability are composes of fixed payments and purchase option price the County is reasonably certain to exercise.

The County monitors changes in circumstances that would require a remeasurement of the its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Lessor
The County is a lessor for non-callable leases of facilities and land. The County recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the County initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received.

Key estimates and judgements include how the County determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The County uses its estimated incremental borrowing rate as the discount rate for leases.

- The lease term includes the non-cancelable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The County monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Lease receivables are reported with other assets and deferred inflow related to leases are reported with deferred inflows on the statement of net position and balance sheet.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The County has the following items that are reported as deferred outflows or deferred inflows of resources.

- *Deferred charges/gains on refundings* – A deferred charge/gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. Deferred charges are reported as a deferred outflow and deferred gains are reported as a deferred inflow, and both are amortized over the shorter of the life of the refunded or refunding debt.

- *Deferred inflows related to leases* – This is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

- *Pension contributions after measurement date* – These contributions are reported as a deferred outflow and recognized in the following fiscal year.

- *Difference in projected and actual earnings on pension assets* – This difference is reported as a deferred outflow and amortized over a closed five-year period.

- *Difference in projected and actual experience and changes in assumptions for pension and OPEB* – These differences are reported as both a deferred outflow and inflow and amortized over the average service life for all active, inactive, and retired members.

Use of Estimates
The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

Implementation of New Accounting Standards
GASB Statement No. 87, *Leases* (GASB 87), establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this statement were originally effective for reporting periods beginning after December 15, 2019; however, issuance of GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance* (GASB 95), extended the effective date of GASB 87 to reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 87 was implemented in the County's FY2022 financial statements, resulting in recognition of $680,935 in lease liabilities and lease assets as of October 1, 2021 in the government-wide financial statements to conform to the new standard. Additionally, $556,798 in lease receivables and deferred inflows related to leases was recognized in the governmental fund statements as of October 1, 2021.

Note 3. Stewardship, Compliance, and Accountability

Budgetary Information
In accordance with the Local Government Budget and Fiscal Control Act, the County follows these procedures in establishing the budgetary data reflected in the financial report:

1. The Budget Officer submits to the County Commissioners a proposed operating budget for the fiscal year commencing the following October. The operational budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayer comments.

3. The budget is legally enacted through passage of an ordinance by September 30 each year.

The County Commissioners may amend the budget ordinance at any time after its adoption so long as the amended ordinance continues to meet the requirements of "Local Government Budget and Fiscal Control Act". During the year, several supplementary appropriations to the original budget were necessary. The County's legally adopted budget is at the function level. For internal management purposes, the budgets are detailed by line item and entered into the accounting records. Comparisons of actual expenditures or expenses to budget are made on an ongoing basis. Budgets of the General, Special Revenue, and Debt Service are prepared on an annual basis. Formal budgetary integration is not employed for Capital Projects Funds because budgetary control is achieved through legally binding construction contracts.

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual appropriated budgets are adopted for the General, Special Revenue (except as noted in the following paragraph), and Debt Service Funds. All annual appropriations lapse at fiscal year-end.

Annually appropriated budgets are not adopted for all Special Revenue Funds. The Appellate Judicial System, Child Abuse Prevention, Child Safety, Community Improvement Pct. 4, County Sheriff, District Attorney Welfare Fraud, Grants, Juvenile Delinquency Prevention, Local Provider Participation, Pass-through Funding Program, Unclaimed Juvenile Restitution, WM-City of and Hutto ISD, WM-Community Recreation Facility, WM-Future Environmental Liability, and WM-Master Site Development do not have legally adopted budgets. Accordingly, budget and actual comparisons do not include these funds.

Deficit Unrestricted Net Position
A deficit unrestricted net position of approximately $749,000,000 exists in governmental activities as of September 30, 2022. This deficit is primarily the result of the County issuing bonds to finance the construction of infrastructure contributed to other governmental entities. As of September 30, 2022, the amount of bonds outstanding that were used to finance construction of assets transferred to another governmental entity was approximately $371,300,000. These bonds will be paid with future property tax revenues restricted for debt service.

Note 4. Deposits and Investments

The Public Funds Investment Act (Government Code Chapter 2256) contains specific provisions in the areas of investment practices, management reports, and establishment of appropriate policies. Among other things, it requires the County to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity; (2) portfolio diversification; (3) allowable investments; (4) acceptable risk levels; (5) expected rates of return; (6) maximum allowable stated maturity of portfolio investments; (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio; (8) investment staff quality and capabilities; and (9) competitive bidding processes where applicable. Statutes authorize the County to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas; (2) certificates of deposit; (3) certain municipal securities; (4) money market savings accounts; (5) repurchase agreements; (6) bankers acceptances; (7) mutual funds; (8) investment pools; (9) guaranteed investment contracts; and (10) common trust test procedures related to investment practices as provided by the Act. The County is in substantial compliance with the requirements of the Act and with local policies.

Certain investment types are not required to be measured at fair value; these include certain investment pools in which the underlying portfolio is measured at amortized cost. Other investment pools, in which underlying portfolio investments are measured at fair value, are reported by the County at the net asset value (NAV) determined by the pool, which approximates fair value.

TexPool
TexPool is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities, collateralized repurchase and reverse repurchase agreements, and AAA rated money market mutual funds.

TexPool transacts at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

TexPool Prime
TexPool Prime is duly chartered and overseen by the State Comptroller's Office, administered and managed by Federated Investors, Inc. State Street Bank serves as the custodial bank. The portfolio consists of U.S. Government securities, collateralized repurchase and reverse repurchase agreements, AAA rated money market mutual funds, commercial paper and certificates of deposit.

TexPool Prime transacts at a net asset value of $1.00 per share, has a weighted average maturity of 60 days or less and weighted average life of 120 days or less, investments held are highly rated by a nationally recognized statistical rating organization, have no more than 5% of portfolio with one issuer (excluding US government securities), and can meet reasonably foreseeable redemptions. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

Texas Cooperative Liquid Asset Securities System Trust (Texas CLASS)
Texas CLASS was created in accordance with the requirements contained in section 2256.016 of the Public Funds Investment Act (PFIA). The Texas CLASS Trust Agreement is an agreement of indefinite term regarding the investment, reinvestment, and withdrawal of local government funds. The parties to the Trust Agreement are Texas local government entities that choose to participate in the Trust (the Participants), Public Trust Advisors, LLC (Public Trust) as Program Administrator, and Wells Fargo Bank Texas, N.A. as Custodian.

Texas CLASS Portfolio
Texas CLASS is an external investment pool measured at fair value, i.e. net asset value. The investment pool strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity. The Texas CLASS portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; AAA rated money market mutual funds; and commercial paper.

Texas CLASS Government Portfolio
Texas CLASS Government is an external investment pool measured at fair value, i.e. net asset value. The investment pool strategy is to seek preservation of principal, liquidity and current income through investment in a diversified portfolio of short term marketable securities. There are no unfunded commitments related to the investment pool. Texas CLASS has a redemption notice period of one day and may redeem daily. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity. The Texas CLASS Government portfolio consists of U.S. Government securities; collateralized repurchase and reverse repurchase agreements; and AAA rated money market mutual funds.

Local Government Investment Cooperative (LOGIC)
LOGIC is duly chartered by the State of Texas Interlocal Cooperation Act, is administered by Hilltop Securities, Inc. and J.P. Morgan Investment Management, Inc. (JPMIM), and managed by JPMIM, who provides custody and investment management.

LOGIC's investment objectives are to seek preservation of principal, liquidity, and current income through investment in a diversified portfolio of short-term marketable securities. The portfolio will maintain a dollar-weighted average maturity that does not exceed 60 days and seeks to maintain a net asset value of $1.00 per share. LOGIC may invest in securities including: obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; other obligations which are unconditionally guaranteed or insured by the U.S.; fully collateralized repurchase agreements with a defined termination date and unconditionally guaranteed or insured by the U.S. or its agencies and instrumentalities; SEC-registered money-market fund rated in the highest rating category by at least one nationally recognized statistical rating organization (NRSRO); and commercial paper as authorized under the Public Funds Investment Act. The investment pool has a redemption notice period of one day and no maximum transaction amounts. The investment pool authorities may only impose restrictions on redemptions in the event of a general suspension of trading on major securities market, general banking moratorium or national or state emergency that affects the pool liquidity.

The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. GASB Statement No. 72, *Fair Value Measurement and Application* provides a framework for measuring fair value which establishes a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 inputs are inputs – other than quoted prices included within Level 1- that are observable for an asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement. The Level 2 investments below represent approximate fair value of the County's commercial paper based on quoted market prices or alternative pricing sources and models utilizing observable inputs.

The County has recurring fair value measurements as presented in the table below. The County's investment balances and weighted average maturity of such investments are as follows:

Investment Type	September 30, 2022	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Observable Inputs (Level 3)	Weighted Average Maturity (Days)
Investments not subject to fair value (amortized cost)					
TexPool	$ 7,759,081	$ -	$ -	$ -	24
TexPool Prime	38,244,797	-	-	-	12
LOGIC	28,910,973	-	-	-	15
Texas Class	38,110,006	-	-	-	82
Texas Class Government Class	123,484,857	-	-	-	24
Investments by fair value level					
CD Investments	-	17,658,028	-	-	238
U.S. Equity Securities	-	93,548,211	-	-	738
U.S. Agency Securities	-	410,914,191	-	-	538
U.S. Treasury Bonds	-	124,568,425	-	-	356
Commercial Paper	-	-	114,468,165	-	83
Total	$ 236,509,714	$ 646,688,855	$ 114,468,165	$ -	

Interest Rate Risk. In accordance with its investment policy, the County manages its exposure to declines in fair market values by limiting the average dollar-weighted maturity of its portfolio to a maximum of 365 days.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the County's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully collateralized by U. S. Government Obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits.

Credit Risk. It is the County's policy, as defined in the Texas Public Funds Investment Act, to limit its investments to investment types with an investment quality rating not less than A or its equivalent by a nationally recognized statistical rating organization. The money market and CD investments are not rated.

The remainder of the County's investments are rated as follows:

Investment Type	Rating	Rating Agency
TexPool	AAAm	Standard & Poor's
TexPool Prime	AAAm	Standard & Poor's
LOGIC	AAA	Standard & Poor's
Texas Class	AAAm	Standard & Poor's
Texas Class Government	AAAm	Standard & Poor's
U.S. Agency Securities	AA+	Standard & Poor's

Note 5. Receivables and Unearned Revenue

Receivables as of year-end for the County's individual major funds and non-major funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	Governmental Funds						
	General	Special Road and Bridge	Debt Service	Capital Projects	Grants	Other Governmental Funds	Total
Receivables							
Property taxes	$ 2,578,606	$ 403,206	$ 1,697,781	$ -	$ -	$ 11,574	$ 4,691,167
Adjudicated fines	2,623,483	-	-	-	-	-	2,623,483
Emergency medical services	13,001,764	-	-	-	-	-	13,001,764
Due from Other governments	1,145,476	-	-	1,709,708	2,379,765	6,225,396	11,460,345
Interest	339,763	23,659	-	1,815,276	-	294,377	2,473,075
Other	1,365,420	132,241	-	-	-	674,365	2,172,026
Gross receivables	21,054,512	559,106	1,697,781	3,524,984	2,379,765	7,205,712	36,421,860
Less: allowance for uncollectibles	8,471,465	-	-	-	-	-	8,471,465
Net total receivables	$ 12,583,047	$ 559,106	$ 1,697,781	$ 3,524,984	$ 2,379,765	$ 7,205,712	$ 27,950,395

Governmental funds report unavailable revenue in connection with receivables for revenue that is not considered to be available to liquidate liabilities of the current period, which will be reported as the deferred inflow of resources in the government funds. Governmental funds also record unearned revenues in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unavailable revenue and unearned revenue reported in the governmental funds were as follows:

	Deferred Inflows	Unearned
General fund		
Delinquent property taxes receivable	$ 2,499,992	$ -
Adjudicated fines	782,918	-
Emergency medical services	4,398,451	-
Leases	394,642	-
Other	-	430,564
Total general fund	8,076,003	430,564
Special road and bridge		
Delinquent property taxes receivable	388,583	-
Other	-	7,925
Total special road and bridge	388,583	7,925
Debt service fund		
Delinquent property taxes receivable	1,643,902	-
Total debt service fund	1,643,902	-
Grants fund		
Federal and State Grant funds	-	116,814,138
Total grants fund	-	116,814,138
Other governmental funds		
Delinquent property taxes receivable	11,329	-
Animal shelter fees	333,385	-
Election Services Contract Fees	-	22,582
Total other governmental funds	344,714	22,582
Total governmental funds	$ 10,453,202	$ 117,275,209

Note 6. Capital Assets

Capital asset activity for the year ended September 30, 2022, was as follows:

	Beginning Balance	Additions/ Transfers to	Disposals/ Transfers from	Ending Balance
Governmental activities				
Capital assets, not being depreciated / amortized				
Land	$ 448,243,835	$ 133,424,574	$ (8,490,617)	$ 573,177,792
Intangibles	4,202,452	-	(827,830)	3,374,622
Construction in progress	77,788,122	74,895,449	(11,676,728)	141,006,843
Total assets not being depreciated / amortized	530,234,409	208,320,023	(20,995,175)	717,559,257
Capital assets being depreciated / amortized				
Buildings and improvements	290,562,893	763,743	(369,589)	290,957,047
Machinery and equipment	120,384,767	7,151,709	(478,517)	127,057,959
Infrastructure	546,964,311	63,671,368	(816,287)	609,819,392
Intangible	15,134,778	284,784	(7,351)	15,412,211
Right to use asset	-	680,935	-	680,935
Total capital assets being depreciated / amortized	973,046,749	72,552,539	(1,671,744)	1,043,927,544
Less: accumulated Depreciation / amortization				
Buildings and improvements	(95,794,292)	(7,603,456)	23,098	(103,374,650)
Machinery and equipment	(63,837,732)	(10,193,760)	393,269	(73,638,223)
Infrastructure	(222,433,237)	(26,548,176)	288,370	(248,693,043)
Intangible	(12,856,624)	(651,985)	7,349	(13,501,260)
Right of use asset	-	(215,447)	-	(215,447)
Total accumulated depreciation / amortization	(394,921,885)	(45,212,824)	712,086	(439,422,623)
Total capital assets being depreciated / amortized, net	578,124,864	27,339,715	(959,658)	604,504,921
Governmental activities Capital assets, net	$ 1,108,359,273	$ 235,659,738	$ (21,954,833)	$ 1,322,064,178

Depreciation / amortization expense was charged to functions/programs of the County as follows:

Governmental activities	
General government	$ 4,505,045
Public safety	9,156,608
Transportation support	28,340,408
Judicial	921,114
Community services	2,267,531
Capital assets held by the County's internal service funds are charged to the various functions based on their usage of the assets	22,118
Total depreciation / amortization expense - governmental activities	$ 45,212,824

Construction Commitments
The County has active construction projects as of September 30, 2022. The projects include road construction, parks and park improvements, as well as facilities construction. As of September 30, 2022, the County's commitments with contractors were as follows:

Project	Spent-to-date	Remaining Commitment
Road construction, parks and park improvements, facilities construction	$ 1,706,218,800	$ 206,160,131

Note 7. Interfund Receivables, Payables, and Transfers

The composition of interfund transfers for the year ended September 30, 2022 is as follows:

	Transfers In					
	General	Debt Service	Capital Projects	Grants	Other governmental	Total
Transfers out						
General	$ -	$ -	$ 28,958,868	$ 256,781	$ 1,261,918	$ 30,477,567
Special road and bridge	-	-	8,234,977	-	-	8,234,977
Capital projects	-	-	-	2,188,911	-	2,188,911
Other governmental	117,242	12,285,000	11,183,015	44,961	293,791	23,924,009
Total transfers out	$ 117,242	$ 12,285,000	$ 48,376,860	$ 2,490,653	$ 1,555,709	$ 64,825,464

During the year, the General Fund transferred $28,958,868 to the Capital Projects Fund as part of the County's long-term transportation plan. It transferred $256,781 to the grants fund to providing local matching for various interlocal grants. It also transferred $1,261,918 to the Regional Animal Shelter Fund to assist with operational costs.

The Road and Bridge Fund transferred $8,234,977 to the Capital Projects Fund for various capital projects.

The Capital Projects Fund transferred $2,188,911 to the Parks Fund to provide local matching for intergovernmental grants.

The Tobacco Fund and the County Attorney Hot Checks Fund transferred $117,242 to the General Fund to help reimburse salaries. The Pass-through Toll Fund transferred $12,285,000 to the Debt Service Fund to assist with debt service requirements. The Somerset Hills Road District No. 4 and WM – City of Hutto and Hutto ISD Fund transferred $11,183,015 to the Capital Projects Fund for various capital projects throughout the County. The Conservation Fund transferred $44,961 to the Grants Fund to provide local matching for intergovernmental grants.

The Election Services Contract Fund transferred $60,242 and $233,549 to the Elections Services Contract Discretionary Fund and the Election HAVA Fund, respectively, to reimburse various fees.

Additionally, $1,145,476 is recorded as a due from other funds in the General Fund from two non-major governmental funds and an internal service fund to cover a cash deficit in those funds as of September 30, 2022.

Note 8. Lease Receivable

The County leases various facilities and land to lessees. These leases are non-cancellable and terminate no later than October 2026. These leases are being presented in aggregate. The County recognized $162,156 in lease revenue and $2,068 in interest revenue during the current fiscal year related to these leases. As of September 30, 2022, the County's receivable for lease payments was $395,180. Also, the County has a deferred inflow of resources associated with these leases that will be recognized as revenue over the lease term. As of September 30, 2022, the balance of the deferred inflow of resources was $394,642.

Principal and interest requirements to maturity for the lease receivable at September 30, 2022, are as follows:

Fiscal Years Ending September 30:	General Governmental		
	Principal	Interest	Total
2023	$ 139,036	$ 1,428	$ 140,464
2024	132,238	851	133,089
2025	122,815	274	123,089
2026	1,091	-	1,091
	$ 395,180	$ 2,553	$ 397,733

Note 9. Lease Payable

The County has entered into multiple lease agreements as lessee. The leases allow the right-to-use equipment over the term of the lease. The County is required to make monthly payments at its incremental borrowing rate or interest rate stated or implied within the leases. In fiscal year 2022, the County recorded right-to-use assets of $680,935, which are recorded in capital assets on the statement of net position. These assets had $215,447 in amortization for the fiscal year of 2022.

The lease payables are reported with other long-term liabilities on the statement of net positon. In the fiscal year 2022, the County reduced these payables by $212,787. The ending balance of these lease liabilities at September 30, 2022 was $468,148.

The lease rate, term, and ending lease liability are as follows:

Governmental activities	Liability at Commencement	Interest Rate	Lease term years	Balance at year end
Office Equipment	$ 680,935	0.2% - 2%	3-5	$ 468,148
Total Governmental activities				$ 468,148

Principal and interest requirements to maturity for the lease payables as of September 30, 2022 are as follows

Fiscal Years Ending September 30:	Principal	Interest	Total
2023	$ 225,608	$ 2,905	$ 228,513
2024	113,355	1,957	115,312
2025	76,077	1,214	77,291
2026	35,262	620	35,882
2027	17,846	152	17,998
	$ 468,148	$ 6,848	$ 474,996

Note 10. Long-term Liabilities

The following is a summary of the long-term liability transactions of the County, including blended component units, for the year ended September 30, 2022:

	Balance September 30, 2021	Additions	Retirements	Balance September 30, 2022	Amounts Due Within One Year
Governmental activities					
Bonds payable	$ 1,144,250,000	$ 109,465,000	$ (113,900,000)	$ 1,139,815,000	$ 95,810,000
Premium	102,048,397	8,221,947	(12,389,812)	97,880,532	10,198,216
Discounts	(837,201)	(104,370)	78,284	(863,287)	(72,806)
Total bonds payable	1,245,461,196	117,582,577	(126,211,528)	1,236,832,245	105,935,410
Leases Payable	-	680,935	(212,787)	468,148	225,608
Net pension liability (Asset)	58,153,888	68,933,382	(142,323,300)	(15,236,030)	-
Total OPEB liability	61,086,970	5,528,322	(10,999,931)	55,615,361	-
Compensated absences	5,683,559	5,670,076	(5,441,568)	5,912,067	5,912,067
Total governmental activities	$ 1,370,385,613	$ 198,395,292	$ (285,189,114)	$ 1,283,591,791	$ 112,073,085

The compensated absences liability will be liquidated primarily by the General Fund and the Special Road and Bridge Fund. The OPEB obligation will be liquidated primarily by the General Fund. The net pension liability will be liquidated primarily by the General Fund.

Per Williamson County policy, sick leave is not paid out upon termination and is not included in the compensated absences calculation. Compensated absences includes accrued vacation, holiday and comp time that will be paid within the following year. It is expected that the entire amount will be expended during the following year.

Approximately $738,000,000 of the County's bonds outstanding as of September 30, 2022 were issued to construct or acquire capital assets for the County. As of September 30, 2022, the amount of bonds outstanding that were used to finance construction of assets transferred to another governmental entity was approximately $371,300,000. These bonds will be paid with future property tax revenues restricted for debt service.

Bonds
Long-term debt of the County consists of various issues of capital and non-capital related General Obligation Bonds and Certificates of Obligation. General Obligation Bonds require voter approval at a public election before issuance, while Certificates of Obligation are issued upon the vote of the Commissioners Court. Both types are backed by the full faith and credit of the County. Debt service is primarily paid from ad valorem taxes with the exception of the Pass Through Toll Revenue and Limited Tax Certificates of Obligation which are payable from Pass Through Toll Revenue from TXDOT. Long-term debt is allocated between capital and non-capital related bonds based upon the ratio of capital expenditures to total bond proceeds expended for each bond.

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
03/21/2012	Limited Tax Refunding Bonds Series 2012	02/15/2023	$140,640,000	4.5 - 5.0%	2/15, 8/15	$12,465,000
12/01/2012	Limited Taxable Refunding Bonds Series 2012	02/15/2029	32,895,000	0.55 - 3.0%	2/15, 8/15	16,465,000
04/15/2013	Limited Tax Refunding Bonds Series 2013	02/15/2024	71,750,000	1.0 - 4.0%	2/15,8/15	1,710,000
04/15/2013	Pass Through Revenue & LTD Tax Bonds Series 2013	02/15/2024	14,985,000	1.0 - 4.0%	2/15, 8/15	1,790,000
04/10/2014	Unlimited Tax Road Bonds Series 2014	02/15/2025	91,750,000	2.0 - 5.0%	2/15, 8/15	10,020,000
10/28/2014	Limited Tax Refunding Bonds Series 2014	02/15/2025	77,345,000	3.06%	2/15, 8/15	49,900,000
04/23/2015	Limited Tax Refunding Bonds Series 2015	02/15/2034	74,295,000	2.0 - 5.0%	2/15, 8/15	60,400,000
05/28/2015	Unlimited Tax Road Bonds Series 2015	02/15/2033	90,205,000	4.0 -5.0%	2/15, 8/15	38,970,000
05/28/2015	Combination Tax & Revenue Certificates Series 2015	02/15/2033	59,645,000	2.0 -5.0%	2/15, 8/15	25,880,000
10/15/2015	Limited Tax Refunding Bonds Series 2015A	02/15/2026	16,175,000	2.0 – 4.0%	2/15, 8/15	15,855,000
06/01/2016	Limited Tax Park Bonds Series 2016	02/15/2036	18,350,000	2.0 – 5.0%	2/15, 8/15	14,405,000

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
07/01/2016	Limited Tax Refunding Bonds Series 2016	02/15/2036	37,980,000	1.5 – 5.25%	2/15, 8/15	30,445,000
07/26/2017	Limited Tax Refunding Bonds Series 2017	02/15/2032	43,230,000	2.0 – 5.0%	2/15, 8/15	38,380,000
12/06/2017	Unlimited Tax Road Bonds Series 2017	02/15/2042	71,860,000	2.0 – 5.0%	2/15, 8/15	64,220,000
02/19/2020	Unlimited Tax Road Bonds Series 2020	02/15/2040	263,855,000	2.375 – 5.0%	2/15, 8/15	248,725,000
02/19/2020	Limited Tax Refunding and Park Series 2020	02/15/2040	40,065,000	3.0 – 5.0%	2/15, 8/15	33,725,000
02/17/2021	Limited Tax Refunding Bonds Series 2021	02/15/2031	12,670,000	2.0 – 4.0%	2/15, 8/15	10,455,000
02/17/2021	Limited Tax Refunding Bonds Taxable Series 2021	02/15/2033	180,760,000	.141 – 1.65%	2/15, 8/15	177,080,000
08/25/2021	Limited Tax Notes Series 2021	02/15/2028	175,510,000	4.0 – 5.0%	2/15, 8/15	153,695,000
07/20/2022	Unlimited Tax Road Bonds Taxable Series 2022	02/15/2042	104,715,000	4.0 – 5.0%	2/15, 8/15	104,715,000

In July 2022, the County issued $104,715,000 in Unlimited Tax Road Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property. Interest at a rate range from 4.0 - 5.0% is payable at February 15 and August 15 of each year.

In September 2022, the County legally defeased outstanding bonds totaling $24,290,000 by depositing approximately $24,997,000 in trust with a bond escrow agent. This resulted in an expected cash flow savings of approximately $12,338,219 over the life of the bonds.

The irrevocable trust account assets and liabilities for the defeased bonds are not included in the County's financial statements. On September 30, 2022, $201,245,000 of bonds considered defeased are still outstanding.

Blended Component Unit – Avery Ranch Road District No. 1

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
05/23/2019	Unlimited Tax Refunding Bonds Series 2019	08/15/2025	3,550,000	3.0 - 4.0%	2/15, 8/15	$2,340,000

The bonds listed above were issued by Avery Ranch Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Avery Ranch Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

Blended Component Unit – Pearson Place Road District

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
08/15/2016	Unlimited Tax Road Bonds Series 2016	08/15/2041	$ 5,315,000	2.0 - 4.0%	2/15, 8/15	$4,585,000

The bonds listed above were issued by Pearson Place Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Pearson Place Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

Blended Component Unit – Northwood Road District No. 1

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
09/12/2017	Unlimited Tax Road Bonds Series 2017	08/15/2042	$ 8,520,000	2.0 - 4.0%	2/15, 8/15	$7,165,000
12/19/2018	Unlimited Tax Road Bonds Series 2018	08/15/2043	2,345,000	4.0%	2/15, 8/15	$2,160,000

The bonds listed above were issued by Northwood Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Northwood Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

Blended Component Unit – Somerset Hills Road District No. 4

Issue Date	Description	Maturity	Original Amount	Interest Rate	Coupon Date	Outstanding Balance
09/29/2020	Unlimited Tax Road Bonds Series 2020	08/15/2045	$ 1,335,000	1.5 – 3.1%	2/15, 8/15	$1,250,000
09/29/2020	Unlimited Tax Road Bonds Taxable Series 2020	08/15/2045	2,555,000	2.45 – 5.15%	2/15, 8/15	$2,415,000
09/14/2021	Unlimited Tax Road Bonds Series 2021	08/15/2046	2,045,000	1.45 – 3.00%	2/15, 8/15	$2,045,000
09/14/2021	Unlimited Tax Road Bonds Taxable Series 2021	08/15/2046	3,805,000	2.45 – 4.90%	2/15, 8/15	$3,805,000
09/13/2022	Unlimited Tax Road Bonds Taxable Series 2022	08/15/2047	4,750,000	3.90 – 5.50%	2/15, 8/15	$4,750,000

The bonds listed above were issued by Somerset Hills Road District, a blended component unit of Williamson County. The bonds constitute direct obligations of the Somerset Hills Road District payable from ad valorem taxes levied upon all taxable property located within the Road District.

In September 2022, the District issued $4,750,000 in Unlimited Tax Road Bonds. The bonds constitute direct obligations of the District, payable from ad valorem taxes levied upon all taxable property located within the Road District. Interest at a rate of ranging from 3.90 – 5.50% is payable at February 15 and August 15 of each year.

Debt Service Requirement – All Bonds and Tax Anticipation Notes
The debt service requirements to maturity on all bonds and tax anticipation notes are:

Fiscal Years Ending September 30:	Principal	Interest	Total
2023	$ 95,810,000	$ 39,602,248	$ 135,412,248
2024	99,835,000	35,491,790	135,326,790
2025	103,475,000	31,819,995	135,294,995
2026	106,460,000	28,139,159	134,599,159
2027	87,860,000	24,803,822	112,663,822
2028-2032	331,770,000	84,376,187	416,146,187
2033-2037	186,160,000	38,397,775	224,557,775
2038-2042	124,725,000	10,772,580	135,497,580
2043-2047	3,720,000	475,737	4,195,737
Total	$ 1,139,815,000	$ 293,879,293	$ 1,433,694,293

Note 11. Tax Abatements

The County negotiates various forms of agreements for Economic Development purposes. The County has property tax rebates which are negotiated under The Texas Property Redevelopment and Tax Abatement Act, chapter 312, Tax Code, V.A.T.S. as amended. This act allows localities to abate property taxes for economic development purposes which include business relocation, retention and expansion. Property must be located within a reinvestment zone to be eligible for a tax abatement, and agreements are limited to ten (10) years in length. The abatement value can only be to the extent its value for that year exceeds its value for the year in which the agreement is executed. The County has an Abatement Recapture clause in all Tax Abatement Agreements in the event that the recipient does not fulfill the requirements of the agreement. The tax rebate program is for a period greater than ten years, and taxes paid are reimbursed back to the owner.

The county also participates in Tax Increment Financing agreements which are negotiated under The Tax Increment Financing Act, Chapter 311, Tax Code, V.A.T.S. as amended. These districts are created for public improvements to promote economic development in unproductive or underdeveloped areas. The property tax revenues over and above the base value established by the district is contributed to the Zone for a duration of 20 to 25 years and/or until the monetary cap per the agreement is reached.

The amount of taxes abated during the fiscal year for each of the programs are as follows:

Program	Amount of Taxes Abated during the Fiscal Year
Tax Rebate Program	$ 1,140,490
Tax Increment Financing Program	5,714,674

The County has not made any commitments as part of the agreements other than to reduce taxes. The County is not subject to any tax abatement agreements entered into by other governmental entities.

Note 12. Retirement Plan/Pensions

The County provides retirement, disability, and death benefits for all of its fulltime employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of approximately 738 nontraditional defined benefit pension plans. TCDRS, in the aggregate, issues an annual comprehensive financial report on a calendar year basis. The Annual Comprehensive Financial Report is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with eight or more years of service, with 30 years of service regardless of age, or when the sum of their age and years of service equals 75 or more.

Members are vested after eight years of service, but must leave their accumulated deposits in the plan to receive any employer-financed benefit. Members who withdraw their personal deposits in a lump sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated deposits and the employer financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Contributions: The County has elected the annually determined contribution rate (variable-rate) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. The employer contributed using the actuarially determined rate of 14.55% for the months of the accounting year in 2021, and 15.19% for the months of the accounting year in 2022.

The deposit rate payable by the employee members for calendar year 2021 and 2022 is the rate of 7.0% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	December 31, 2021
Actuarial cost method	Entry age normal (level percentage of pay)
Amortization method	Level percentage of payroll Expected Working Life
Asset valuation method	
Smoothing period	Five years
Recognition method	Non-asymptotic
Corridor	None
Inflation	2.50%
Salary increase	4.60%
Investment rate of return	7.60%
Payroll growth	3.00%

Discount Rate

The discount rate used to measure the total pension liability was 7.60%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers and the non-employer contributing entity are made at the statutorily required rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term rate of return on pension plan investments is 7.50%. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of geometric real rates of return for each major asset class included in the Systems target asset allocation as of December 31, 2021 are summarized below:

Asset Class	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	11.5%	3.80%
Global Equities	2.5%	4.10%
International Equities-Developed	5.0%	3.80%
International Equities-Emerging	6.0%	4.30%
Investment-Grade Bonds	3.0%	-0.85%
Strategic Credit	9.0%	1.77%
Direct Lending	16.0%	6.25%
Distressed Debt	4.0%	4.50%
REIT Equities	2.0%	3.10%
Master Limited Partnerships	2.0%	3.85%
Private Real Estate Partnerships	6.0%	5.10%
Private Real Estate Partnerships	25.0%	6.80%
Hedge Funds	6.0%	1.55%
Cash Equivalents	2.0%	-1.05%
Total	100.0%	

Discount Rate Sensitivity Analysis
The following schedule shows the impact of the Net Pension Liability (Asset) if the discount rate used was 1% less than and 1% greater than the discount rate that was used (7.60%) in measuring the net pension liability (asset) at December 31, 2021:

	1% Decrease in Discount Rate (6.60%)	Discount Rate (7.60%)	1% Increase in Discount Rate (8.60%)
Total pension liability	$ 714,578,195	$ 621,044,387	$ 544,014,828
Fiduciary net pension	636,280,417	636,280,417	636,280,417
Net pension liability (asset)	$ 78,297,778	$ (15,236,030)	$ (92,265,589)

Pension Plan Fiduciary Net Position
Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TCDRS financial report. That report may be obtained at www.tcdrs.com.

Net Pension Liability (Asset), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The below schedule presents the changes in the Net Pension Liability (Asset) as of December 31, 2021:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) - (b)
Balance at December 31, 2020	$ 578,806,166	$ 520,652,278	$ 58,153,888
Changes for the year:			
Service cost	19,657,503	-	19,657,503
Interest on total pension liability[1]	44,608,468	-	44,608,468
Effect of plan changes[2]	2,099,271	-	2,099,271
Effect of economic/demographic gains or losses	(2,901,276)	-	(2,901,276)
Effect of assumptions changes or inputs	2,223,906	-	2,223,906
Refund of contributions	(1,083,180)	(1,083,180)	-
Benefit payments	(22,366,470)	(22,366,470)	-
Administrative expenses	-	(344,234)	344,234
Member contributions	-	8,031,589	(8,031,589)
Net investment income	-	114,509,231	(114,509,231)
Employer contributions	-	16,701,460	(16,701,460)
Other[3]	-	179,744	(179,744)
Balance at December 31, 2021	$ 621,044,388	$ 636,280,418	$ (15,236,030)

(1) Reflects the change in liability due to the time value of money. TCDRS does not charge fees or interest

(2) Reflects plan changes adopted effective in 2022.

(3) Relates to allocation of system-wide items.

At September 30, 2022, the County reported pension expense of $8,436,861 related to the December 31, 2021 valuation. The breakdown of the components of pension expense/(income) is as follows:

	January 1, 2021 to December 31, 2021
Service cost	$ 19,657,503
Interest on total pension liability [1]	44,608,468
Effect of plan changes	2,099,271
Administrative expenses	344,234
Member contributions	(8,031,589)
Expected investment return net of investments expenses	(39,611,313)
Recognition of deferred inflows/outflows of resources	
Recognition of economic/demographic gains or losses	(136,686)
Recognition of assumption changes or inputs	9,745,065
Recognition of investment gains or losses	(20,058,348)
Other [2]	(179,744)
Pension expense / (income)	$ 8,436,861

(1) Reflects the change in the liability due to the time value of money.
TCDRS does not charge fees or interest.

(2) Relates to allocation of system-wide items.

The County reported deferred outflows of resources related to the pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	$ 1,647,260	$ (2,566,943)
Changes in actuarial assumptions	19,767,997	-
Difference between projected and actual investment earnings	-	(71,263,600)
Contributions subsequent to the measurement date	13,792,224	-
Total	$ 35,207,481	$ (73,830,543)

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of $13,792,224 will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2022 (i.e., recognized in the County's financial statements September 30, 2023). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31:	Pension Expense Amount
2022	$ (6,301,462)
2023	(13,928,595)
2024	(17,205,645)
2025	(14,979,584)
Total	$ (52,415,286)

Note 13. Postemployment Benefits Other Than Pensions (OPEB)

Plan Description and Benefits Provided. In addition to the pension benefits described in the previous note, the Commissioners Court established a medical insurance benefit plan for retirees. The County administers this single-employer defined benefit medical plan (the Retiree Medical Plan). The Retiree Medical Plan does not issue a publicly available financial report. Eligible retirees will be provided medical insurance benefits at a set premium rate based on County service at the time of retirement. Dental insurance benefits for retirees have a set premium rate that closely approximates the County employees' rate. Eligible retirees may also cover their eligible dependents. Retirees are responsible for paying the premiums. A retiree is defined as someone who is receiving lifetime monthly Texas County and District retirement pension benefit payments and who retired directly from active employment with Williamson County. The County will stop insurance coverage on the retiree and dependent on the last day of the month when one of the following occurs:

1. The retiree reaches age 65; or
2. The retiree fails to submit the required set premium rate.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Employees covered by benefit terms. The following employees were covered by the benefit terms as of October 1, 2020.

Number of Members	
Actives	1,472
Retired members	119
Covered spouses of retirees	53
Total	1,644

Total OPEB Liability

The County's total OPEB liability of $55,615,361 was measured as of September 30, 2022, and was determined by an actuarial valuation as of October 1, 2020.

Actuarial assumptions and other inputs: The total OPEB liability in the September 30, 2022 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Actuarial cost method	Entry age normal
Inflation	2.20%
Salary increases	3.25%
Discount rate	October 1, 2021: 2.26% September 30, 2022: 4.02%
Healthcare cost trend tates	5.8% for 2021, gradually decreasing to an ultimate rate of 3.7% for 2073 and beyond.
Retiree premium increases	Same as Health cost trend above
Mortality	Pub-2010 Mortality (headcount weighted) for Employees, Healthy Annuitants, Disabled Annuitants, and Contingent Annuitants projected forward (fully generational) with MP-2021

Changes in the Total OPEB Liability

Changes in Total OPEB Liability	Increase (Decrease) Total OPEB Liability
Balance at September 30, 2021	$ 61,086,970
Changes for the year	
Service cost	4,079,450
Interest on total OPEB liability	1,448,872
Effect of assumptions, changes, or inputs	(8,874,014)
Benefit payments	(2,125,917)
Balance at September 30, 2022	$ 55,615,361

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate for each period. In fiscal year 2022, amounts reflect an increase in the discount rate from the beginning of the year from 2.26% to 4.02%.

Sensitivity of the total OPEB liability to changes in the discount rate and healthcare cost trend rates. The following presents the total OPEB liability of the County, calculated using the discount rate of 4.02%, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (3.02%) or 1 percentage point higher (5.02%) than the current rate.

	1% Decrease (3.02%)	Discount Rate (4.02%)	Increase (5.02%)
Total OPEB liability	$ 60,511,308	$ 55,615,361	$ 51,121,490

The following presents the total OPEB liability of the County, calculated using the current healthcare cost trend rates as well as what the County's total OPEB liability would be if it were calculated using trend rates that are 1 percentage point lower or 1 percentage point higher than the current trend rates:

	1% Decrease	Current Trend Rate	1% Increase
Total OPEB liability	$ 48,603,800	$ 55,615,361	$ 64,033,981

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

OPEB Expense	October 1, 2021 to September 30, 2022
Service cost	$ 4,079,450
Interest on total OPEB liability	1,448,872
Effect of plan changes	-
Recognition of deferred inflows/ outflows of resources	
Recognition of economic/demographic gains or losses	(470,386)
Recognition of assumption changes or inputs	(1,209,728)
OPEB expense	$ 3,848,208

As of September 30, 2022, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ (1,433,575)
Changes of assumptions	2,429,751	(8,824,261)
Total	$ 2,429,751	$ (10,257,836)

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense as follows:

Years Ended September 30:	
2023	$ (1,680,114)
2024	(1,469,398)
2025	(1,379,043)
2026	(1,577,025)
2027	(1,577,027)
Thereafter	(145,478)
	$ (7,828,085)

Note 14. Employee Benefits Plan

The County provides group medical benefits to its employees on a self-funded basis. Stop-loss coverage is provided by an insurance company and an independent company serves as Claim Administrator.

All full-time County employees (regularly scheduled to work at least 30 hours per week) are eligible for coverage under the Plan. Employees can enroll for personal coverage and dependent coverage.

A reconciliation of claims liabilities is shown below.

	2022	2021
Claims liabilities at October 1	$ 1,306,378	$ 1,574,409
Incurred claims	19,771,557	17,720,860
Payments on claims	(20,022,594)	(17,988,891)
Claims liabilities at September 30	$ 1,055,341	$ 1,306,378

All claim liabilities are due within one year.

Note 15. Risk Management

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The County provides for the management of risks through a combination of self-insurance and traditional insurance. The amount of settlements has not exceeded insurance coverage for the fiscal year ended September 30, 2022.

Note 16. Commitments and Contingencies

Litigation
The County is the defendant in a number of lawsuits arising principally in the normal course of operations. In the opinion of management, the outcome of these lawsuits will not have a material adverse effect on the accompanying combined financial statements, and accordingly, no provision for losses has been recorded.

State and Federal Grant Programs
The County participates in numerous state and federal grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the County has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable at September 30, 2022, may be impaired. In the opinion of the County, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

Williamson County Floodplain Mapping Project

In 2021, the County was awarded Commitment No. G1001290, TWDB Project 40046, from the Texas Water Development Board (TWDB) in the form of a grant for the planning and designing of the Williamson County Atlas 14 Floodplain Mapping project. TWDB determined the County qualified for financial assistance not to exceed approximately $4,600,000. The grant funds were placed in a trust account under the name of the County, but the TWDB holds the rights to those funds and the funds are only disbursed to the County as funds are expensed. In accordance with Exhibit F – Escrow Agreement of the Grant Agreement, the proceeds received by the Escrow Agent under this Agreement shall not be considered a banking deposit of the County, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement. The County spent approximately $2,192,000 of the grant funds in the current year leaving a grant balance of approximately $1,191,000.

Required Supplementary Information

Williamson County, Texas

Required Supplementary Information
Texas County District Retirement System
Schedule of Changes in the
Employer's Net Pension Liability and the Related Ratios (Unaudited)

	2021	2020	2019	2018	2017	2016	2015	2014
Total pension liability								
Service cost	$ 19,657,503	$ 17,340,537	$ 16,701,139	$ 15,804,355	$ 15,642,518	$ 17,893,905	$ 14,815,355	$ 13,778,283
Interest (on the total pension liability)	44,608,468	42,977,885	39,917,510	35,689,583	32,877,469	31,852,375	29,475,312	24,866,979
Effect of plan changes	2,099,271	(22,228,818)	(828,893)	19,646,793	-	(67,208,224)	47,337,431	2,458,015
Effect of assumption changes or inputs	2,223,906	36,200,136	-	-	695,266	-	3,538,388	-
Effect of economic/demographic (gains) or losses	(2,901,276)	2,134,894	1,449,535	(1,954,916)	779,921	3,219,976	1,861,263	1,438,400
Benefit payments/refunds of contributions	(23,449,650)	(21,323,067)	(18,916,362)	(16,894,915)	(14,039,792)	(11,847,243)	(10,769,887)	(9,052,920)
Net change in total pension liability	42,238,222	55,101,567	38,322,929	52,290,900	35,955,382	(26,089,211)	86,257,862	33,488,757
Total pension liability, beginning of year	578,806,165	523,704,598	485,381,669	433,090,769	397,135,387	423,224,598	336,966,736	303,477,979
Total pension liability, end of year (a)	$ 621,044,387	$ 578,806,165	$ 523,704,598	$ 485,381,669	$ 433,090,769	$ 397,135,387	$ 423,224,598	$ 336,966,736
Plan fiduciary net position								
Contributions, employer	$ 16,701,460	$ 17,343,898	$ 15,546,654	$ 14,528,673	$ 13,511,821	$ 12,287,219	$ 11,916,442	$ 11,388,189
Contributions, employee	8,031,589	8,385,269	7,756,710	7,295,607	7,104,756	6,714,329	6,511,719	6,237,665
Investment income net of investment expenses	114,509,231	48,365,330	65,423,385	(7,416,183)	50,358,395	23,228,879	(5,233,124)	18,970,796
Benefit payments/refunds of contributions	(23,449,650)	(21,323,067)	(18,916,362)	(16,894,915)	(14,039,792)	(11,847,242)	(10,769,887)	(9,052,920)
Administrative expense	(344,234)	(380,970)	(356,698)	(320,009)	(266,702)	(252,419)	(224,964)	(229,176)
Other	179,744	176,767	215,406	186,405	90,122	1,080,637	133,570	136,544
Net change in plan fiduciary net position	115,628,140	52,567,227	69,669,095	(2,620,422)	56,758,600	31,211,403	2,333,756	27,451,098
Plan fiduciary net position, beginning of year	520,652,277	468,085,050	398,415,955	401,036,377	344,277,777	313,066,374	310,732,618	283,281,520
Plan fiduciary net position, end of year (b)	$ 636,280,417	$ 520,652,277	$ 468,085,050	$ 398,415,955	$ 401,036,377	$ 344,277,777	$ 313,066,374	$ 310,732,618
Net pension liability, end of year (a) - (b)	$ (15,236,030)	$ 58,153,888	$ 55,619,548	$ 86,965,714	$ 32,054,392	$ 52,857,610	$ 110,158,224	$ 26,234,118
Plan fiduciary net position as a percentage of total pension liability	102.45%	89.95%	89.38%	82.08%	92.60%	86.69%	73.97%	92.21%
Covered payroll	$ 114,707,911	$ 119,366,200	$ 110,810,137	$ 104,222,950	$ 101,060,813	$ 95,918,992	$ 93,024,552	$ 89,109,498
Net pension liability as a percentage of covered payroll	-13.28%	48.72%	50.19%	83.44%	31.72%	55.11%	118.42%	29.44%

Notes to Schedule:

As of December 31 - measurement date

Only eight years of data are presented in accordance with GASB 68, Paragraph 138. "The information for all periods for the 10-year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement.

Williamson County, Texas

Required Supplementary Information
Texas County District Retirement System
Schedule of Employer Contributions (Unaudited)

	Year Ended September 30,							
	2015	2016	2017	2018	2019	2020	2021	2022
Actuarially determined contribution[1]	$ 11,388,190	$ 11,916,442	$ 11,989,874	$ 13,511,821	$ 14,528,673	$ 15,545,612	$ 17,343,898	$ 16,701,460
Contributions in relation to the actuarially determined contribution[1]	11,764,549	12,620,147	13,253,738	14,220,775	15,356,663	16,372,146	16,740,244	16,755,560
Contribution deficiency (excess)	$ (376,359)	$ (703,705)	$ (1,263,864)	$ (708,954)	$ (827,990)	$ (826,534)	$ 603,654	$ (54,100)
Covered payroll[2]	$ 91,896,896	$ 98,517,933	$ 100,107,812	$ 103,007,285	$ 109,619,505	$ 113,596,569	$ 115,098,045	$ 115,158,486
Contributions as a percentage of covered payroll	12.8%	12.8%	13.2%	13.8%	14.0%	14.4%	14.5%	14.6%

(1) TCDRS calculates actuarially determined contributions on a calendar year basis. GASB Statement No. 68 indicates the employer should report employer contribution amounts on a fiscal year basis.

(2) Payroll is calculated based on contributions as reported to TCDRS.

Notes to Schedule:

Valuation Date: Actuarially determined contribution rates noted above are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, closed
Remaining amortization period	18.8 years
Asset valuation method	Five year smoothed market
Inflation	2.50%
Salary increases	Variance by age and service. 4.7% average over career including inflation.
Investment rate of return	7.50%, net of administrative and investment expenses, including inflation
Retirement age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the RP-2010 Healthy Annuitant Mortality Table for males and 120% of the RP-2010 Healthy Annuitant Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions*	2015: New Inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions*	2015: Employer contributions reflect that a 60% CPI COLA was adopted. 2016: Employer contributions reflect that a 60% CPI COLA was adopted. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017. 2019: Employer Contributions reflect that a 1% COLA was adopted.

Only eight years of data are presented in accordance with GASB 68, Paragraph 138. "The information for all periods for the ten year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, that information should be presented for as many years as are available. The schedules should not include information that is not measured in accordance with the requirements of this Statement.

Williamson County, Texas

Required Supplementary Information
Schedule of Changes in the County's
Total OPEB Liability and the Related Ratios (Unaudited)

	2022	2021	2020	2019	2018	2017
	Year Ended September 30, 2022	Year Ended September 30, 2021	Year Ended September 30, 2020	Year Ended September 30, 2019	Year Ended September 30, 2018	Year Ended September 30, 2017
Total OPEB liability						
Service cost	$ 4,079,450	$ 3,986,030	$ 3,778,921	$ 3,271,064	$ 3,471,046	$ 3,715,246
Interest (on the total OPEB liability)	1,448,872	1,368,014	1,544,353	2,158,752	1,851,146	1,531,390
Effect of plan changes	-	-	-	-	-	-
Effect of assumption changes or inputs	(8,874,014)	(241,718)	800,688	(2,525,476)	(2,364,153)	(2,511,244)
Effect of economic/demographic (gains) or losses	-	(614,167)	-	5,243,963	-	-
Benefit payments	(2,125,917)	(2,638,070)	(2,337,806)	(2,140,703)	(1,802,933)	(1,628,296)
Net change in total OPEB liability	(5,471,609)	1,860,089	3,786,156	6,007,600	1,155,106	1,107,096
Total OPEB liability, beginning of year	61,086,970	59,226,881	55,440,725	49,433,125	48,278,019	47,170,923
Total OPEB liability, end of year	$ 55,615,361	$ 61,086,970	$ 59,226,881	$ 55,440,725	$ 49,433,125	$ 48,278,019
Covered-employee payroll	$ 88,714,208	$ 85,921,751	$ 79,095,836	$ 76,606,137	$ 101,003,000	$ 96,932,000
Total OPEB liability as a percentage of covered-employee payroll	62.69%	71.10%	74.88%	72.37%	48.94%	49.81%

Notes to Schedule:

As of September 30 - measurement date

Changes of assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. Amounts reflect the changes in the discount rate from the beginning of the year of the following fiscal years:

2018: 3.64% to 4.18%
2019: 4.18% to 2.66%
2020: 2.66% to 2.21%
2021: 2.21% to 2.26%
2022: 2.26% to 4.02%

Only six years of data are presented in accordance with GASB 75, as the information for all periods for the ten year schedules that are required to be presented as required supplementary information may not be available initially. In these cases, during the transition period, information is presented for as many years as are available. The schedules do not include information that is not measured in accordance with the requirements of GASB 75.

There are no plan assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75

Combining and Individual Fund Statements and Schedules

Williamson County, Texas
Schedule of Revenues – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance Positive
	Original	Final	Amounts	(Negative)
Revenues				
Taxes				
Ad valorem taxes	$ 200,468,254	$ 200,468,254	$ 199,030,896	$ (1,437,358)
Penalty and interest	1,077,000	1,077,000	1,011,707	(65,293)
Other taxes	1,902,000	1,902,000	2,506,954	604,954
Total taxes	203,447,254	203,447,254	202,549,557	(897,697)
Fees of office				
County sheriff	189,300	189,300	174,892	(14,408)
County clerk	5,622,000	5,622,000	5,192,425	(429,575)
Tax assessor/collector	8,005,000	8,005,000	10,634,768	2,629,768
District clerk	550,000	550,000	557,952	7,952
Justice of the peace, precinct 1	65,800	65,800	100,247	34,447
Justice of the peace, precinct 2	75,800	75,800	65,527	(10,273)
Justice of the peace, precinct 3	124,700	124,700	159,931	35,231
Justice of the peace, precinct 4	58,200	58,200	52,608	(5,592)
Constable, precinct 1	91,800	91,800	278,915	187,115
Constable, precinct 2	123,100	123,100	132,404	9,304
Constable, precinct 3	288,000	288,000	358,562	70,562
Constable, precinct 4	127,600	127,600	159,050	31,450
County attorney	11,000	11,000	20,061	9,061
Other	439,000	439,000	589,021	150,021
Total fees of office	15,771,300	15,771,300	18,476,363	2,705,063
Fines and forfeitures				
County clerk	262,000	262,000	268,277	6,277
District clerk	200,000	200,000	174,675	(25,325)
Justice of the peace, precinct 1	140,000	140,000	128,136	(11,864)
Justice of the peace, precinct 2	100,000	100,000	131,375	31,375
Justice of the peace, precinct 3	850,000	850,000	836,141	(13,859)
Justice of the peace, precinct 4	54,100	54,100	70,998	16,898
Total fines and forfeitures	1,606,100	1,606,100	1,609,602	3,502
Charges for services				
Emergency medical service	9,544,491	9,544,491	10,973,918	1,429,427
County sheriff	-	190,000	190,912	912
Constables	-	23,000	22,864	(136)
Parks	821,973	821,973	715,528	(106,445)
Other	6,115,900	6,115,900	6,331,340	215,440
Total charges for services	16,482,364	16,695,364	18,234,562	1,539,198
Intergovernmental				
Federal payments in lieu of taxes	72,000	72,000	64,612	(7,388)
State shared	1,663,889	1,815,779	1,923,525	107,746
Total intergovernmental	1,735,889	1,887,779	1,988,137	100,358
Investment earnings and other				
Investment earnings and unrealized gains/losses	772,000	772,000	(2,531,080)	(3,303,080)
Other	201,500	1,157,402	1,729,832	572,430
Total investment income and other	973,500	1,929,402	(801,248)	(2,730,650)
Total revenues	$ 240,016,407	$ 241,337,199	$ 242,056,973	$ 719,774

Williamson County, Texas
Schedule of Expenditures – Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance Positive
	Original	Final	Amounts	(Negative)
Expenditures				
General government				
County judge	$ 598,230	$ 554,258	$ 489,530	$ 64,728
Commissioners court	834,218	953,247	853,951	99,296
Commissioners, precinct 1	346,829	351,455	331,553	19,902
Commissioners, precinct 2	358,908	364,077	354,971	9,106
Commissioners, precinct 3	332,650	337,261	304,626	32,635
Commissioners, precinct 4	326,325	330,467	315,090	15,377
County clerk	899,640	893,221	794,329	98,892
Non-departmental	15,315,928	14,946,859	13,756,330	1,190,529
County auditor	3,028,402	3,103,983	2,959,508	144,475
County treasurer	657,325	664,789	552,403	112,386
Budget office	427,804	442,914	433,063	9,851
Tax assessor/collector	4,702,223	4,803,676	4,385,424	418,252
Infrastructure department	420,787	419,323	316,296	103,027
Facilities management	12,483,313	12,333,500	11,611,539	721,961
Information technology services	13,596,273	13,885,205	11,886,017	1,999,188
Human resources	1,446,730	1,484,898	1,386,388	98,510
General elections	2,560,008	2,564,721	2,400,612	164,109
Purchasing	1,097,804	1,126,358	1,025,298	101,060
Total general government	59,433,397	59,560,212	54,156,928	5,403,284
Public safety				
Constable, precinct 1	1,473,869	1,512,566	1,454,243	58,323
Constable, precinct 2	1,603,183	1,631,696	1,562,800	68,896
Constable, precinct 3	1,694,568	1,742,505	1,645,154	97,351
Constable, precinct 4	1,634,128	1,693,274	1,620,220	73,054
County sheriff	27,152,235	28,023,510	26,143,791	1,879,719
Department of public safety	137,774	139,341	138,811	530
Jail and law enforcement	31,800,126	32,815,290	28,535,821	4,279,469
Juvenile services	12,410,649	12,706,370	10,875,916	1,830,454
Adult probation	69,375	69,375	57,103	12,272
Emergency services	958,976	637,376	553,118	84,258
Emergency medical services	20,211,481	21,255,540	20,441,159	814,381
Emergency management	582,651	616,785	562,921	53,864
Fire Marshall Spec Ops/ Haz-Mat	721,221	744,946	633,866	111,080
Emergency 911 communications	8,219,355	8,475,566	7,173,377	1,302,189
Mobile outreach team	881,355	924,009	549,196	374,813
Wireless communication	467,573	482,789	432,640	50,149
Total public safety	110,018,519	113,470,938	102,380,136	11,090,802
Judicial				
County courts-at-law	2,000,500	2,000,500	1,417,761	582,739
County court-at-law #1	519,771	545,630	534,224	11,406
County court-at-law #2	558,020	572,304	544,996	27,308
County court-at-law #3	548,994	572,863	563,821	9,042
County court-at-law #4	694,140	704,345	687,343	17,002
County court-at-law #5	-	41,695	16,585	25,110
District courts	3,970,353	3,988,719	3,023,425	965,294
26th Judicial court	314,164	321,612	314,156	7,456
277th Judicial court	332,035	339,772	328,888	10,884
368th Judicial court	317,610	325,084	317,404	7,680
395th Judicial court	286,680	302,324	291,157	11,167
425th Judicial court	323,265	330,713	281,090	49,623
District attorney	-	39,432	15,197	24,235
District clerk	5,561,703	5,703,172	5,497,529	205,643

Williamson County, Texas
Schedule of Expenditures – Budget and Actual
General Fund – Continued
For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance Positive
	Original	Final	Amounts	(Negative)
Expenditures (Continued)				
Judicial (Continued)				
Justice court, precinct 1	$ 2,502,731	$ 2,556,077	$ 2,287,436	$ 268,641
Justice court, precinct 2	1,161,960	1,189,417	1,189,417	-
Justice court, precinct 3	1,275,505	1,418,292	1,406,036	12,256
Justice court, precinct 4	1,621,196	1,650,006	1,639,889	10,117
Justice court, precinct 5	1,635,319	1,655,273	1,442,553	212,720
County attorney	6,039,202	6,251,202	5,895,145	356,057
County clerk	1,433,091	1,490,046	1,389,091	100,955
Magistrate office	698,606	717,456	689,519	27,937
Pre-trial Office	1,475,638	1,507,399	1,300,613	206,786
Total judicial	33,270,483	34,223,333	31,073,275	3,150,058
Community services				
Veterans service	427,741	447,576	385,491	62,085
Health department	9,536,053	9,537,990	6,955,515	2,582,475
Agricultural extension service	352,892	363,098	321,176	41,922
Parks department	3,420,770	3,350,539	2,956,570	393,969
Public welfare	2,079,389	2,080,189	2,062,500	17,689
Child welfare	102,250	102,250	70,614	31,636
WC historical commission	3,455	3,455	1,301	2,154
Onsite sewer services	922,829	967,213	907,312	59,901
Total community services	16,845,379	16,852,310	13,660,479	3,191,831
Debt service				
Interest and other charges	-	1,679	1,679	-
Total debt service	-	1,679	1,679	-
Capital outlay	5,683,905	4,905,553	2,521,081	2,384,472
Total expenditures	$ 225,251,683	$ 229,014,025	$ 203,793,578	$ 25,220,447

Williamson County, Texas
Schedule of Revenues, Expenditures, and
Changes in Fund Balance – Budget and Actual
Debt Service Fund
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 140,399,408	139,300,978	$ (1,098,430)
Intergovernmental	113,253	126,524	13,271
Investment earnings	40,000	199,438	159,438
Total revenues	140,552,661	139,626,940	(925,721)
EXPENDITURES			
Debt service			
Principal	87,915,000	87,915,000	-
Interest and other charges	39,539,604	38,521,685	1,017,919
Payment to bond escrow agent	24,978,837	24,978,837	-
Bond issuance fees	17,819	17,819	-
Total expenditures	152,451,260	151,433,341	1,017,919
Excess (deficiency) of revenues over expenditures	(11,898,599)	(11,806,401)	92,198
OTHER FINANCING SOURCES (USES)			
Issuance of long-term debt	-	3,767	(3,767)
Transfers in	12,393,030	12,285,000	(108,030)
Total other financing sources (uses)	12,393,030	12,288,767	(104,263)
Net change in fund balance	494,431	482,366	(12,065)
FUND BALANCE, beginning	8,846,846	7,601,497	(1,245,349)
FUND BALANCE, ending	$ 9,341,277	$ 8,083,863	$ (1,257,414)

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Non-major Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specified revenue sources or to finance specified activities as required by law or administrative regulation.

The following comprise the County's non-major Special Revenue Funds:

Alternate Dispute Resolution – This fund was set up to aid in a week long mass mediation session held annually to clear open cases and finalize documentation in question. The monies are spent on mailing notices and coordinating parties who wish to participate in the mediation process.

Appellate Judicial System Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Avery Ranch Road District – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

Child Abuse Prevention Fund – This fund is used to account for the $100 fee assessed in certain child sexual assault and related convictions. These funds are to be used for child abuse prevention programs.

Child Safety – This fund is used to account for $1.50 tax collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school crossing zone up to $25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition.

Community Improvement Precinct 4 Fund – This fund was formed by the Williamson County Commissioners Court in August of 2020. Donations received from Lealco, Inc. are for community improvement projects located in Precinct 4 of Williamson County.

Conservation Foundation – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

County and District Court Technology – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

County Sheriff Asset Forfeitures – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

County Radio Communications Systems (RCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Court Facility Fee Fund – This fund accounts for monies collected through civil cases defined by Sections 135.101, 135.102, and 135.103 of the Local Government Code. Monies allocated to the fund may be used by a county only to fund the construction, renovation, or improvement of facilities that house the courts or to pay the principal of interest on, and costs of issuance of bonds, including refunding bonds, issued for the construction, renovation, or improvement of the facilities.

Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Court Reporter – The clerk of each court that has an official court reporter shall collect a court reporter service fee of $15 as a court cost in each civil case filed with the clerk to maintain a court reporter who is available for assignment in the court.

Courthouse Security – This fund is used to collect court costs of defendants convicted of felony and misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras.

District Attorney Asset Forfeitures – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Election Chapter 19 – The state allocates funding based on the number of new, canceled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

Election HAVA – This fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

Election Services Contract – This fund is used to support and contain costs generated from a contract election. Contracts between political parties and other entities are handled by the elections officer and paid by the contracting party for administering election services.

Fire Code Enforcement – The Commissioners' Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Guardianship – This fund is used to account for the collection of a $20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney and to fund local guardianship programs for indigent incapacitated persons without family members, suitable and willing to serve as guardians.

Judicial Education Probate Court – This fund accounts for fees from all probate court cases filed and is used for training for County Courts at Law personnel.

Justice Court Technology – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

Justice of the Peace Security – This fund is used to collect court costs of defendants convicted of misdemeanor offenses. Funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras for justice courts not housed in the County courthouse.

Juvenile Delinquency Prevention – This fund is used to repair damage and reward the public for identifying and aiding in the apprehension of offenders who vandalize public and personal property. Funds are also used for recognition and recreation programs for teens; local teen court programs; local juvenile probation department and educational and intervention programs to prevent juveniles from engaging in delinquent conduct.

Juvenile Fee Fund – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

Law Library – Monies collected through civil cases filed in the county or district court are accounted for through this fund. Monies collected are used to support the management and expenditures necessary to maintain law libraries throughout the County.

Local Provider Participation – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Northwoods Road District – Northwoods Road District was formed by the Commissioners Court in 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

Pass-Through Funding Program – This fund is used to account for reimbursements from the Texas Department of Transportation (TxDOT) related to the Pass-Through Road Financing Program. The pass-through program allows the County to manage the improvements of state highways. Reimbursements from TxDOT are based on a per vehicle usage after completion of these projects. The monies will be used for the payment of the debt related to these projects. Any funds remaining after all debt has been retired will be used for road projects.

Pearson Place Road District – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District and pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Pretrial Intervention Program – This fund is used to account for a fee not to exceed $500, to be used to reimburse the county expenditures related to a defendant's participation in a pretrial intervention program.

Records Archive – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

Records Management and Preservation – This fund is compiled of the fees for records management and preservation services performed by the County Clerk and District Clerk. This fee may be used for specific records preservation and automation projects.

Records Management – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Records Technology – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational cost.

Somerset Hills Road District No. 4 – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Specialty Court – Section121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Tobacco – Monies received by the County from the state as pro rata distributions from the lump sum payment made by tobacco companies are accounted for through this fund. The money collected from the state is to be spent on health-related issues. In addition, monies received by the County for Ambulance Uncompensated Care are accounted for in this fund. The Ambulance UC monies are used for the High Utilizer Group (HUG) program.

Teen Court Program – The purpose of this fund is to account for the receipt of fees for juveniles who are participating in the Teen Court Program.

Truancy Program – This fund is used to account for the collection of a $5.00 court cost fee allowed by the State of Texas and ordered by the Williamson County Commissioners Court to finance the salary and benefits of a juvenile case manager helping to administer the Truancy Program for the justice courts. The program has been established through cooperation with local governments, school districts and agencies to assist with local truancy cases.

Unclaimed Juvenile Restitution– Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

WM – City of Hutto and Hutto ISD – Monies received from the Contractor of the Williamson County Landfill to be expended for the benefit of the City of Hutto and Hutto ISD. Contractor pays 2% of the total Tip Fees collected.

WM – Community Recreational Facility – Monies received from the Contractor of the Williamson County Landfill to pay for recreational facility use within Williamson County. Contractor pays 1% of the total Tip Fees collected.

WM – Future Environmental Liability – Monies received from the Contractor of the Williamson County Landfill to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. Contractor pays 2% of the total Tip Fees collected.

WM – Master Site Development – Monies received from the Contractor of the Williamson County Landfill to pay for site development of the facility. Contractor pays 1% of the total Tip Fees collected.

Williamson County, Texas
Combining Balance Sheet
Non-major Special Revenue Funds
September 30, 2022

	Alternate Dispute Resolution	Appellate Judicial System	Avery Ranch Road District No. 1	CAMPO Personnel Fund	Child Abuse Prevention	Child Safety	Community Improvement PCT 4
ASSETS							
Cash and investments	$ 539,905	$ 4,225	$ 234,191	$ -	$ 3,432	$ 838,012	$ 20,000
Accounts receivable (net of allowance)	2,166	580	5,249	-	-	50	-
Due from other governments	-	-	-	588,186	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 542,071	$ 4,805	$ 239,440	$ 588,186	$ 3,432	$ 838,062	$ 20,000
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ -	$ 4,226	$ -	$ -	$ -	$ -	$ -
Accrued liabilities	-	-	-	73,826	-	-	-
Due to other funds	-	-	-	514,360	-	-	-
Due to other governments	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	-	-	-
Total liabilities	-	4,226	-	588,186	-	-	-
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	5,014	-	-	-	-
Total deferred inflows of resources	-	-	5,014	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	542,071	579	234,426	-	3,432	838,062	20,000
Total fund balances	542,071	579	234,426	-	3,432	838,062	20,000
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 542,071	$ 4,805	$ 239,440	$ 588,186	$ 3,432	$ 838,062	$ 20,000

Conservation Foundation	County and District Court Technology	County Attorney Hot Check	County Sheriff	County Sheriff Asset Forfeitures	County Radio Communications System	Court Facility Fee
$ 8,514,487	$ 109,729	$ -	$ 2,757,120	$ 734,477	$ 773,649	$ 128,562
24,615	21	-	-	-	5,360	2,239
-	-	-	-	-	-	-
-	-	-	-	-	1,914	-
$ 8,539,102	$ 109,750	$ -	$ 2,757,120	$ 734,477	$ 780,923	$ 130,801
$ 32,889	$ -	$ -	$ -	$ 7,141	$ 30,868	$ -
5,598	-	-	-	-	10,706	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
38,487	-	-	-	7,141	41,574	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	1,914	-
8,500,615	109,750	-	2,757,120	727,336	737,435	130,801
8,500,615	109,750	-	2,757,120	727,336	739,349	130,801
$ 8,539,102	$ 109,750	$ -	$ 2,757,120	$ 734,477	$ 780,923	$ 130,801

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2022

	Court Records Preservation	Court Reporter	Courthouse Security	District Attorney Asset Forfeitures	Election Chapter 19	Election HAVA	Election Services Contract
ASSETS							
Cash and investments	$ 783,110	$ 596,688	$ 564,338	$ 361,770	$ -	$ 1,607,934	$ 340,156
Accounts receivable (net of allowance)	50	2,881	4,666	-	17,065	-	104,860
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 783,160	$ 599,569	$ 569,004	$ 361,770	$ 17,065	$ 1,607,934	$ 445,016
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ -	$ 3,567	$ 61	$ 1,335	$ 5,084	$ -	$ 27,727
Accrued liabilities	-	-	12,768	1,320	-	-	-
Due to other funds	-	-	-	-	11,981	-	-
Due to other governments	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	-	-	22,582
Total liabilities	-	3,567	12,829	2,655	17,065	-	50,309
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	783,160	596,002	556,175	359,115	-	1,607,934	394,707
Total fund balances	783,160	596,002	556,175	359,115	-	1,607,934	394,707
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 783,160	$ 599,569	$ 569,004	$ 361,770	$ 17,065	$ 1,607,934	$ 445,016

Fire Code Enforcement	Guardianship	Judicial Education Probate Court	Justice Court Technology	Justice of the Peace Security	Juvenile Delinquency Prevention	Juvenile Fee
$ 162,489	$ 175,511	$ 82,595	$ 317,863	$ 283,437	$ -	$ 275,000
-	660	105	284	346	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
$ 162,489	$ 176,171	$ 82,700	$ 318,147	$ 283,783	$ -	$ 275,000
$ -	$ -	$ -	$ 8,864	$ 76	$ -	$ -
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	8,864	76	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
162,489	176,171	82,700	309,283	283,707	-	275,000
162,489	176,171	82,700	309,283	283,707	-	275,000
$ 162,489	$ 176,171	$ 82,700	$ 318,147	$ 283,783	$ -	$ 275,000

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2022

	Law Library	Local Provider Participation	Northwood Road District	Pass-through Funding Program	Pearson Place Road District	Pretrial Intervention Program	Records Archive
ASSETS							
Cash and investments	$ 1,097,608	$ 6,927,179	$ 281,659	$ 66,932,876	$ 973,248	$ 24,020	$ 4,059,752
Accounts receivable (net of allowance)	4,038	145,172	3,700	199,717	76	-	31,996
Due from other governments	-	-	-	5,637,210	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 1,101,646	$ 7,072,351	$ 285,359	$ 72,769,803	$ 973,324	$ 24,020	$ 4,091,748
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ 8,443	$ -	$ -	$ 684	$ -	$ 24,020	$ 791
Accrued liabilities	-	-	-	-	-	-	11,162
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	-	-	-
Total liabilities	8,443	-	-	684	-	24,020	11,953
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	3,690	-	76	-	-
Total deferred inflows of resources	-	-	3,690	-	76	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	1,093,203	7,072,351	281,669	72,769,119	973,248	-	4,079,795
Total fund balances	1,093,203	7,072,351	281,669	72,769,119	973,248	-	4,079,795
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 1,101,646	$ 7,072,351	$ 285,359	$ 72,769,803	$ 973,324	$ 24,020	$ 4,091,748

Records Management and Preservation	Records Management	Records Technology	Regional Animal Shelter (WCRAS)	Somerset Hills Road District No. 4	Specialty Court	JJAEP Tier II
$ 7,725,123	$ 578,760	$ 356,703	$ 1,015,412	$ 3,533,841	$ 158,829	$ 257,481
60,770	25	50	333,385	2,549	97	-
-	-	-	-	-	-	-
-	-	-	12,020	-	-	-
$ 7,785,893	$ 578,785	$ 356,753	$ 1,360,817	$ 3,536,390	$ 158,926	$ 257,481
$ 42,069	$ 5,473	$ -	$ 106,589	$ 2,753,062	$ 10,000	$ -
20,117	-	-	72,763	-	1,104	-
-	-	-	-	-	-	-
-	-	-	4,858	-	-	-
-	-	-	-	-	-	-
62,186	5,473	-	184,210	2,753,062	11,104	-
-	-	-	333,385	2,549	-	-
-	-	-	333,385	2,549	-	-
-	-	-	12,020	-	-	-
7,723,707	573,312	356,753	831,202	780,779	147,822	257,481
7,723,707	573,312	356,753	843,222	780,779	147,822	257,481
$ 7,785,893	$ 578,785	$ 356,753	$ 1,360,817	$ 3,536,390	$ 158,926	$ 257,481

Williamson County, Texas
Combining Balance Sheet – Continued
Non-major Special Revenue Funds
September 30, 2022

	Tobacco	Teen Court Program	Truancy Program	Unclaimed Juvenile Restitution	WC Historical Commission	WM - City of Hutto and Hutto ISD	WM - Community Recreation Facility
ASSETS							
Cash and investments	$ 8,554,756	$ 5,864	$ 361,691	$ 13,462	$ 16,607	$ 560,072	$ 1,529,305
Accounts receivable (net of allowance)	21,993	-	356	-	-	-	-
Due from other governments	-	-	-	-	-	-	-
Prepaids	-	-	-	-	-	-	-
TOTAL ASSETS	$ 8,576,749	$ 5,864	$ 362,047	$ 13,462	$ 16,607	$ 560,072	$ 1,529,305
LIABILITIES, DEFERRED INFLOW OF RESOURCES AND FUND BALANCES							
LIABILITIES							
Accounts payable	$ 228	$ 367	$ -	$ -	$ -	$ -	$ -
Accrued liabilities	14,170	-	2,272	-	-	-	-
Due to other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-
Unearned revenue	-	-	-	-	-	-	-
Total liabilities	14,398	367	2,272	-	-	-	-
DEFERRED INFLOWS OF RESOURCES							
Deferred revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	-
Restricted	8,562,351	5,497	359,775	13,462	16,607	560,072	1,529,305
Total fund balances	8,562,351	5,497	359,775	13,462	16,607	560,072	1,529,305
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 8,576,749	$ 5,864	$ 362,047	$ 13,462	$ 16,607	$ 560,072	$ 1,529,305

WM - Future Environmental Liability	WM - Master Site Development	Total Governmental Funds
$ 4,018,404	$ 990,851	$ 130,182,183
5,195	-	980,316
-	-	6,225,396
-	-	13,934
$ 4,023,599	$ 990,851	$ 137,401,829
$ -	$ -	$ 3,073,564
-	-	225,806
-	-	526,341
-	-	4,858
-	-	22,582
-	-	3,853,151
-	-	344,714
-	-	344,714
-	-	13,934
4,023,599	990,851	133,190,030
4,023,599	990,851	133,203,964
$ 4,023,599	$ 990,851	$ 137,401,829

Williamson County, Texas

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2022

	Alternate Dispute Resolution	Appellate Judicial System	Avery Ranch Road District No. 1	CAMPO Personnel Fund	Child Abuse Prevention	Child Safety	Community Improvement PCT 4
REVENUES							
Taxes	$ -	$ -	$ 1,220,980	$ -	$ -	$ -	$ -
Fees of office	135,824	42,605	-	-	1,023	838,063	-
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-
Investment earnings	2,628	-	7,159	-	-	2,565	-
Miscellaneous	-	-	-	1,917,768	-	-	-
Total revenues	138,452	42,605	1,228,139	1,917,768	1,023	840,628	-
EXPENDITURES							
Current							
General government	-	-	15,872	1,917,768	-	-	-
Public safety	-	-	-	-	-	-	-
Judicial	1	42,422	-	-	-	-	-
Community services	-	-	-	-	-	820,272	-
Conservation	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	1,125,000	-	-	-	-
Interest and other charges	-	-	113,750	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	1	42,422	1,254,622	1,917,768	-	820,272	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	138,451	183	(26,483)	-	1,023	20,356	-
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCES	138,451	183	(26,483)	-	1,023	20,356	-
FUND BALANCES, BEGINNING OF YEAR	403,620	396	260,909	-	2,409	817,706	20,000
FUND BALANCES, END OF YEAR	$ 542,071	$ 579	$ 234,426	$ -	$ 3,432	$ 838,062	$ 20,000

Conservation Foundation	County and District Court Technology	County Attorney Hot Check	County Sheriff	County Sheriff Asset Forfeitures	County Radio Communications System	Court Facility Fee
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	4,285	1,916	-	-	-	130,801
-	-	-	-	633,090	-	-
-	-	-	617,278	-	1,516,479	-
-	-	-	-	-	-	-
23,322	-	-	16,012	2,307	4,092	-
5,653,548	-	-	-	-	5,390	-
5,676,870	4,285	1,916	633,290	635,397	1,525,961	130,801
-	-	-	-	-	-	-
-	-	-	288,531	352,445	1,612,975	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
736,358	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	103,030	-	-
736,358	-	-	288,531	455,475	1,612,975	-
4,940,512	4,285	1,916	344,759	179,922	(87,014)	130,801
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
(44,961)	-	(1,916)	-	-	-	-
(44,961)	-	(1,916)	-	-	-	-
4,895,551	4,285	-	344,759	179,922	(87,014)	130,801
3,605,064	105,465	-	2,412,361	547,414	826,363	-
$ 8,500,615	$ 109,750	$ -	$ 2,757,120	$ 727,336	$ 739,349	$ 130,801

Williamson County, Texas

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2022

	Court Records Preservation	Court Reporter	Courthouse Security	District Attorney Asset Forfeitures	Election Chapter 19	Election HAVA	Election Services Contract
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	23,114	194,710	318,060	-	-	-	765,746
Fines and forfeitures	-	-	-	162,159	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	35,722	-	-
Investment earnings	5,598	2,884	2,220	1,995	-	9,550	-
Miscellaneous	-	-	-	5,286	-	-	-
Total revenues	28,712	197,594	320,280	169,440	35,722	9,550	765,746
EXPENDITURES							
Current							
General government	-	-	-	-	35,722	-	606,435
Public safety	-	-	-	-	-	-	-
Judicial	-	59,385	238,873	202,929	-	-	-
Community services	-	-	-	-	-	-	-
Conservation	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	-	59,385	238,873	202,929	35,722	-	606,435
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	28,712	138,209	81,407	(33,489)	-	9,550	159,311
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	233,549	60,242
Transfers out	-	-	-	-	-	-	(293,791)
Total other financing sources (uses)	-	-	-	-	-	233,549	(233,549)
NET CHANGE IN FUND BALANCES	28,712	138,209	81,407	(33,489)	-	243,099	(74,238)
FUND BALANCES, BEGINNING OF YEAR	754,448	457,793	474,768	392,604	-	1,364,835	468,945
FUND BALANCES, END OF YEAR	$ 783,160	$ 596,002	$ 556,175	$ 359,115	$ -	$ 1,607,934	$ 394,707

Fire Code Enforcement	Guardianship	Judicial Education Probate Court	Justice Court Technology	Justice of the Peace Security	Juvenile Delinquency Prevention	Juvenile Fee Fund
$ -	$ -	$ -	$ -	$ -	$ -	$ -
111,439	51,010	9,100	43,633	52,210	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	1,796	-	-	-
-	-	-	-	-	-	275,000
111,439	51,010	9,100	45,429	52,210	-	275,000
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	30,000	984	63,335	3,346	8,172	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	30,000	984	63,335	3,346	8,172	-
111,439	21,010	8,116	(17,906)	48,864	(8,172)	275,000
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
111,439	21,010	8,116	(17,906)	48,864	(8,172)	275,000
51,050	155,161	74,584	327,189	234,843	8,172	-
$ 162,489	$ 176,171	$ 82,700	$ 309,283	$ 283,707	$ -	$ 275,000

Williamson County, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2022

	Law Library	Local Provider Participation	Northwood Road District	Pass-through Funding Program	Pearson Place Road District	Pretrial Intervention Program	Records Archive	Records Management and Preservation
REVENUES								
Taxes	$ -	$ 19,267,184	$ 690,889	$ -	$ 325,518	$ -	$ -	$ -
Fees of office	288,303	-	-	-	-	-	1,596,606	1,890,290
Fines and forfeitures	-	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	219,500	-	-
Intergovernmental	-	-	-	-	-	-	-	-
Investment earnings	5,720	14,549	4,303	(526,029)	8,621	-	13,522	(46,337)
Miscellaneous	-	292	-	-	-	-	-	22,430
Total revenues	294,023	19,282,025	695,192	(526,029)	334,139	219,500	1,610,128	1,866,383
EXPENDITURES								
Current								
General government	-	-	9,763	-	7,826	-	339,385	790,504
Public safety	-	-	-	-	-	-	-	-
Judicial	95,965	-	-	-	-	219,500	-	-
Community services	-	23,641,177	-	-	-	-	-	-
Conservation	-	-	-	-	-	-	-	-
Transportation	-	-	-	11,577,185	-	-	-	-
Debt service								
Principal	-	-	295,000	-	170,000	-	-	-
Interest and other charges	-	-	385,600	-	155,900	-	-	-
Bond issuance fees	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	95,965	23,641,177	690,363	11,577,185	333,726	219,500	339,385	790,504
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	198,058	(4,359,152)	4,829	(12,103,214)	413	-	1,270,743	1,075,879
OTHER FINANCING SOURCES (USES)								
Issuance of long-term debt	-	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-	-
Transfers out	-	-	-	(12,285,000)	-	-	-	-
Total other financing sources (uses)	-	-	-	(12,285,000)	-	-	-	-
NET CHANGE IN FUND BALANCES	198,058	(4,359,152)	4,829	(24,388,214)	413	-	1,270,743	1,075,879
FUND BALANCES, BEGINNING OF YEAR	895,145	11,431,503	276,840	97,157,333	972,835	-	2,809,052	6,647,828
FUND BALANCES, END OF YEAR	$ 1,093,203	$ 7,072,351	$ 281,669	$ 72,769,119	$ 973,248	$ -	$ 4,079,795	$ 7,723,707

Records Management	Records Technology	Regional Animal Shelter (WCRAS)	Somerset Hills Road District No. 4	Specialty Court	JJAEP Tier II
$ -	$ -	$ -	$ 398,006	$ -	$ -
14,056	16,771	-	-	27,621	-
-	-	-	-	-	-
-	-	247,887	-	-	-
-	-	941,008	-	-	24,738
3,869	-	-	78,585	-	-
-	-	752,655	1,396	2,179	-
17,925	16,771	1,941,550	477,987	29,800	24,738
75,746	10	-	2,763,842	-	-
-	-	-	-	-	54,231
-	-	-	-	38,231	-
-	-	2,682,875	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	105,000	-	-
-	-	-	347,382	-	-
-	-	-	236,849	-	-
10,465	-	-	-	-	-
86,211	10	2,682,875	3,453,073	38,231	54,231
(68,286)	16,761	(741,325)	(2,975,086)	(8,431)	(29,493)
-	-	-	4,750,000	-	-
-	-	-	(72,621)	-	-
-	-	1,261,918	-	-	-
-	-	-	(10,166,737)	-	-
-	-	1,261,918	(5,489,358)	-	-
(68,286)	16,761	520,593	(8,464,444)	(8,431)	(29,493)
641,598	339,992	322,629	9,245,223	156,253	286,974
$ 573,312	$ 356,753	$ 843,222	$ 780,779	$ 147,822	$ 257,481

Williamson County, Texas

Combining Statement of Revenues, Expenditures
and Changes in Fund Balances – Continued
Non-major Special Revenue Funds
For the Fiscal Year Ended September 30, 2022

	Tobacco	Teen Court Program	Truancy Program	Unclaimed Juvenile Restitution	WC Historical Commission	WM - City of Hutto and Hutto ISD	WM - Community Recreation Facility
REVENUES							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fees of office	-	-	56,643	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-	-
Intergovernmental	415,288	-	-	-	-	-	-
Investment earnings	29,325	-	-	222	-	-	12,116
Miscellaneous	2,339,975	3,000	-	-	12,467	717,166	358,420
Total revenues	2,784,588	3,000	56,643	222	12,467	717,166	370,536
EXPENDITURES							
Current							
General government	-	-	-	-	-	-	-
Public safety	-	-	-	-	-	-	-
Judicial	-	1,504	63,370	-	-	-	-
Community services	383,396	-	-	-	1,884	204,135	-
Conservation	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and other charges	-	-	-	-	-	-	-
Bond issuance fees	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	383,396	1,504	63,370	-	1,884	204,135	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	2,401,192	1,496	(6,727)	222	10,583	513,031	370,536
OTHER FINANCING SOURCES (USES)							
Issuance of long-term debt	-	-	-	-	-	-	-
Discount on issuance of long-term debt	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-
Transfers out	(115,326)	-	-	-	-	(1,016,278)	-
Total other financing sources (uses)	(115,326)	-	-	-	-	(1,016,278)	-
NET CHANGE IN FUND BALANCES	2,285,866	1,496	(6,727)	222	10,583	(503,247)	370,536
FUND BALANCES, BEGINNING	6,276,485	4,001	366,502	13,240	6,024	1,063,319	1,158,769
FUND BALANCES, ENDING	$ 8,562,351	$ 5,497	$ 359,775	$ 13,462	$ 16,607	$ 560,072	$ 1,529,305

WM - Future Environmental Liability	WM - Master Site Development	Total Governmental Funds
$ -	$ -	$ 21,902,577
-	-	6,613,829
-	-	795,249
-	-	2,601,144
-	-	1,416,756
(30,491)	7,751	(342,146)
717,166	358,420	13,142,558
686,675	366,171	46,129,967
-	-	6,562,873
-	-	2,308,182
-	-	1,068,017
-	-	27,733,739
-	-	736,358
-	-	11,577,185
-	-	1,695,000
-	-	1,002,632
-	-	236,849
-	-	113,495
-	-	53,034,330
686,675	366,171	(6,904,363)
-	-	4,750,000
-	-	(72,621)
-	-	1,555,709
-	-	(23,924,009)
-	-	(17,690,921)
686,675	366,171	(24,595,284)
3,336,924	624,680	157,799,248
$ 4,023,599	$ 990,851	$ 133,203,964

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Alternate Dispute Resolution
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 24,000	$ 135,824	$ 111,824
Investment earnings	110	2,628	2,518
Total revenues	24,110	138,452	114,342
EXPENDITURES			
Current			
Judicial	8,098	1	8,097
Total expenditures	8,098	1	8,097
Net change in fund balance	16,012	138,451	122,439
FUND BALANCE, beginning	403,620	403,620	-
FUND BALANCE, ending	$ 419,632	$ 542,071	$ 122,439

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Avery Ranch Road District
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 1,194,529	$ 1,220,980	$ 26,451
Investment earnings	900	7,159	6,259
Total revenues	1,195,429	1,228,139	32,710
EXPENDITURES			
Current			
General government	16,900	15,872	1,028
Debt service			
Principal	1,125,000	1,125,000	-
Interest and other charges	113,950	113,750	200
Total expenditures	1,255,850	1,254,622	1,228
Net change in fund balance	(60,421)	(26,483)	33,938
FUND BALANCE, beginning	260,909	260,909	-
FUND BALANCE, ending	$ 200,488	$ 234,426	$ 33,938

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
CAMPO Personnel Fund
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Miscellaneous	$ 2,102,782	$ 1,917,768	$ (185,014)
Total revenues	2,102,782	1,917,768	(185,014)
EXPENDITURES			
Current			
General government	2,102,782	1,917,768	185,014
Total expenditures	2,102,782	1,917,768	185,014
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Conservation Foundation
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Investment earnings	$ -	$ 23,322	$ 23,322
Miscellaneous	3,800	5,653,548	5,649,748
Total revenues	3,800	5,676,870	5,673,070
EXPENDITURES			
Current			
Conservation	803,499	736,358	67,141
Capital outlay	55,500	-	55,500
Total expenditures	858,999	736,358	122,641
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(855,199)	4,940,512	5,795,711
OTHER FINANCING USES			
Transfers out	(93,215)	(44,961)	48,254
Total other financing uses	(93,215)	(44,961)	48,254
Net change in fund balance	(948,414)	4,895,551	5,843,965
FUND BALANCE, beginning	3,605,064	3,605,064	-
FUND BALANCE, ending	$ 2,656,650	$ 8,500,615	$ 5,843,965

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County and District Court Technology
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 2,800	$ 4,285	$ 1,485
Total revenues	2,800	4,285	1,485
EXPENDITURES			
Total expenditures	-	-	-
Net change in fund balance	2,800	4,285	1,485
FUND BALANCE, beginning	105,465	105,465	-
FUND BALANCE, ending	$ 108,265	$ 109,750	$ 1,485

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Attorney Hot Check
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 2,500	$ 1,916	$ (584)
Total revenues	2,500	1,916	(584)
EXPENDITURES			
Total expenditures	-	-	-
EXCESS OF REVENUES OVER EXPENDITURES	2,500	1,916	(584)
OTHER FINANCING USES			
Transfers out	(2,500)	(1,916)	584
Total other financing uses	(2,500)	(1,916)	584
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Sheriff Asset Forfeitures
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fines and forfeitures	$ -	$ 633,090	$ 633,090
Investment earnings	-	2,307	2,307
Total revenues	-	635,397	635,397
EXPENDITURES			
Current			
Public safety	544,586	352,445	192,141
Capital outlay	193,996	103,030	90,966
Total expenditures	738,582	455,475	283,107
Net change in fund balance	(738,582)	179,922	918,504
FUND BALANCE, beginning	547,414	547,414	-
FUND BALANCE, ending	$ (191,168)	$ 727,336	$ 918,504

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
County Radio Communications System (RCS)
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Charges for services	$ 1,448,677	$ 1,516,479	$ 67,802
Investment earnings	250	4,092	3,842
Miscellaneous	7,829	5,390	(2,439)
Total revenues	1,456,756	1,525,961	69,205
EXPENDITURES			
Current			
Public safety	1,919,444	1,612,975	306,469
Total expenditures	1,919,444	1,612,975	306,469
Net change in fund balance	(462,688)	(87,014)	375,674
FUND BALANCE, beginning	826,363	826,363	-
FUND BALANCE, ending	$ 363,675	$ 739,349	$ 375,674

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Records Preservation
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 85,200	$ 23,114	$ (62,086)
Investment earnings	400	5,598	5,198
Total revenues	85,600	28,712	(56,888)
EXPENDITURES			
Current			
Judicial	135,500	-	135,500
Total expenditures	135,500	-	135,500
Net change in fund balance	(49,900)	28,712	78,612
FUND BALANCE, beginning	754,448	754,448	-
FUND BALANCE, ending	$ 704,548	$ 783,160	$ 78,612

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Court Reporter
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 115,000	$ 194,710	$ 79,710
Investment earnings	100	2,884	2,784
Total revenues	115,100	197,594	82,494
EXPENDITURES			
Current			
Judicial	69,480	59,385	10,095
Total expenditures	69,480	59,385	10,095
Net change in fund balance	45,620	138,209	92,589
FUND BALANCE, beginning	457,793	457,793	-
FUND BALANCE, ending	$ 503,413	$ 596,002	$ 92,589

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Courthouse Security
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 245,000	$ 318,060	$ 73,060
Investment earnings	75	2,220	2,145
Total revenues	245,075	320,280	75,205
EXPENDITURES			
Current			
Judicial	265,789	238,873	26,916
Total expenditures	265,789	238,873	26,916
Net change in fund balance	(20,714)	81,407	102,121
FUND BALANCE, beginning	474,768	474,768	-
FUND BALANCE, ending	$ 454,054	$ 556,175	$ 102,121

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
District Attorney Asset Forfeitures
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fines and forfeitures	$ -	$ 162,159	$ 162,159
Investment earnings	-	1,995	1,995
Miscellaneous	-	5,286	5,286
Total revenues	-	169,440	169,440
EXPENDITURES			
Current			
Judicial	319,167	202,929	116,238
Total expenditures	319,167	202,929	116,238
Net change in fund balance	(319,167)	(33,489)	285,678
FUND BALANCE, beginning	392,604	392,604	-
FUND BALANCE, ending	$ 73,437	$ 359,115	$ 285,678

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election Chapter 19
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ 75,600	$ 35,722	$ (39,878)
Total revenues	75,600	35,722	(39,878)
EXPENDITURES			
Current			
General government	75,600	35,722	39,878
Total expenditures	75,600	35,722	39,878
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election HAVA
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Investment Earnings	$ -	$ 9,550	$ 9,550
Total revenues	-	9,550	9,550
EXPENDITURES			
Current			
General government	75,000	-	75,000
Total expenditures	75,000	-	75,000
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(75,000)	9,550	84,550
OTHER FINANCING SOURCES			
Transfers In	-	233,549	233,549
Total other financing sources	-	233,549	233,549
Net change in fund balance	(75,000)	243,099	318,099
FUND BALANCE, beginning	1,364,835	1,364,835	-
FUND BALANCE, ending	$ 1,289,835	$ 1,607,934	$ 318,099

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Election Services Contract
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 751,019	$ 765,746	$ 14,727
Total revenues	751,019	765,746	14,727
EXPENDITURES			
Current			
General government	788,936	606,435	182,501
Total expenditures	788,936	606,435	182,501
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(37,917)	159,311	197,228
OTHER FINANCING SOURCES (USES)			
Transfers in	-	60,242	60,242
Transfers out	(293,791)	(293,791)	-
Total other financing sources (uses)	(293,791)	(233,549)	60,242
Net change in fund balance	(331,708)	(74,238)	257,470
FUND BALANCE, beginning	468,945	468,945	-
FUND BALANCE, ending	$ 137,237	$ 394,707	$ 257,470

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Guardianship
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 34,000	$ 51,010	$ 17,010
Total revenues	34,000	51,010	17,010
EXPENDITURES			
Current			
Judicial	30,000	30,000	-
Total expenditures	30,000	30,000	-
Net change in fund balance	4,000	21,010	17,010
FUND BALANCE, beginning	155,161	155,161	-
FUND BALANCE, ending	$ 159,161	$ 176,171	$ 17,010

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Judicial Education Probate Court
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 8,300	$ 9,100	$ 800
Total revenues	8,300	9,100	800
EXPENDITURES			
Current			
Judicial	4,000	984	3,016
Total expenditures	4,000	984	3,016
Net change in fund balance	4,300	8,116	3,816
FUND BALANCE, beginning	74,584	74,584	-
FUND BALANCE, ending	$ 78,884	$ 82,700	$ 3,816

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Justice Court Technology
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 45,600	$ 43,633	$ (1,967)
Investment earnings	100	1,796	1,696
Total revenues	45,700	45,429	(271)
EXPENDITURES			
Current			
Judicial	159,453	63,335	96,118
Total expenditures	159,453	63,335	96,118
Net change in fund balance	(113,753)	(17,906)	95,847
FUND BALANCE, beginning	327,189	327,189	-
FUND BALANCE, ending	$ 213,436	$ 309,283	$ 95,847

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Justice of the Peace Security
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 53,600	$ 52,210	$ (1,390)
Total revenues	53,600	52,210	(1,390)
EXPENDITURES			
Current			
Judicial	21,968	3,346	18,622
Total expenditures	21,968	3,346	18,622
Net change in fund balance	31,632	48,864	17,232
FUND BALANCE, beginning	234,843	234,843	-
FUND BALANCE, ending	$ 266,475	$ 283,707	$ 17,232

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Law Library
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 244,000	$ 288,303	$ 44,303
Investment earnings	250	5,720	5,470
Total revenues	244,250	294,023	49,773
EXPENDITURES			
Current			
Judicial	230,000	95,965	134,035
Total expenditures	230,000	95,965	134,035
Net change in fund balance	14,250	198,058	183,808
FUND BALANCE, beginning	895,145	895,145	-
FUND BALANCE, ending	$ 909,395	$ 1,093,203	$ 183,808

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Northwoods Road District
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 678,343	$ 690,889	$ 12,546
Investment earnings	600	4,303	3,703
Total revenues	678,943	695,192	16,249
EXPENDITURES			
Current			
General government	11,200	9,763	1,437
Debt service			
Principal	295,000	295,000	-
Interest and other charges	385,600	385,600	-
Total expenditures	691,800	690,363	1,437
Net change in fund balance	(12,857)	4,829	17,686
FUND BALANCE, beginning	276,840	276,840	-
FUND BALANCE, ending	$ 263,983	$ 281,669	$ 17,686

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Pearson Place Road District
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 318,229	$ 325,518	$ 7,289
Investment earnings	1,200	8,621	7,421
Total revenues	319,429	334,139	14,710
EXPENDITURES			
Current			
General government	9,050	7,826	1,224
Debt service			
Principal	170,000	170,000	-
Interest and other charges	155,900	155,900	-
Total expenditures	334,950	333,726	1,224
Net change in fund balance	(15,521)	413	15,934
FUND BALANCE, beginning	972,835	972,835	-
FUND BALANCE, ending	$ 957,314	$ 973,248	$ 15,934

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes In Fund Balance – Budget and Actual
Pretrial Intervention Program
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Charges for Services	$ 245,000	$ 219,500	$ (25,500)
Total revenues	245,000	219,500	(25,500)
EXPENDITURES			
Current			
Judicial	245,000	219,500	25,500
Total expenditures	245,000	219,500	25,500
Net change in fund balance	-	-	-
FUND BALANCE, beginning	-	-	-
FUND BALANCE, ending	$ -	$ -	$ -

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Archive
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 980,000	$ 1,596,606	$ 616,606
Investment earnings	5,000	13,522	8,522
Total revenues	985,000	1,610,128	625,128
EXPENDITURES			
Current			
General government	400,460	339,385	61,075
Total expenditures	400,460	339,385	61,075
Net change in fund balance	584,540	1,270,743	686,203
FUND BALANCE, beginning	2,809,052	2,809,052	-
FUND BALANCE, ending	$ 3,393,592	$ 4,079,795	$ 686,203

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Management and Preservation
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 2,053,000	$ 1,890,290	$ (162,710)
Investment earnings	5,500	(46,337)	(51,837)
Miscellaneous	-	22,430	22,430
Total revenues	2,058,500	1,866,383	(192,117)
EXPENDITURES			
Current			
General government	1,037,800	790,504	247,296
Total expenditures	1,037,800	790,504	247,296
Net change in fund balance	1,020,700	1,075,879	55,179
FUND BALANCE, beginning	6,647,828	6,647,828	-
FUND BALANCE, ending	$ 7,668,528	$ 7,723,707	$ 55,179

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Management
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 62,000	$ 14,056	$ (47,944)
Investment earnings	100	3,869	3,769
Total revenues	62,100	17,925	(44,175)
EXPENDITURES			
Current			
General government	175,941	75,746	100,195
Capital Outlay	10,465	10,465	-
Total expenditures	186,406	86,211	100,195
Net change in fund balance	(124,306)	(68,286)	56,020
FUND BALANCE, beginning	641,598	641,598	-
FUND BALANCE, ending	$ 517,292	$ 573,312	$ 56,020

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Records Technology
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 59,000	$ 16,771	$ (42,229)
Total revenues	59,000	16,771	(42,229)
EXPENDITURES			
Current			
General government	183,710	10	183,700
Total expenditures	183,710	10	183,700
Net change in fund balance	(124,710)	16,761	141,471
FUND BALANCE, beginning	339,992	339,992	-
FUND BALANCE, ending	$ 215,282	$ 356,753	$ 141,471

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Regional Animal Shelter (WCRAS)
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Charges for Service	$ 198,000	$ 247,887	$ 49,887
Intergovernmental	1,027,247	941,008	(86,239)
Miscellaneous	736,494	752,655	16,161
Total revenues	1,961,741	1,941,550	(20,191)
EXPENDITURES			
Current			
Community services	3,888,585	2,682,875	1,205,710
Total expenditures	3,888,585	2,682,875	1,205,710
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(1,926,844)	(741,325)	1,185,519
OTHER FINANCING SOURCES			
Transfers in	1,344,053	1,261,918	(82,135)
Total other financing sources	1,344,053	1,261,918	(82,135)
Net change in fund balance	(582,791)	520,593	1,103,384
FUND BALANCE, beginning	322,629	322,629	-
FUND BALANCE, ending	$ (260,162)	$ 843,222	$ 1,103,384

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Somerset Hills Road District No. 4
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Taxes	$ 392,756	$ 398,006	$ 5,250
Investment earnings	200	78,585	78,385
Miscellaneous	-	1,396	1,396
Total revenues	392,956	477,987	85,031
EXPENDITURES			
Current			
General government	7,864	2,763,842	(2,755,978)
Debt service			
Principal	105,000	105,000	-
Interest and other charges	347,382	347,382	-
Bond issuance fees	236,849	236,849	-
Total expenditures	697,095	3,453,073	(2,755,978)
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(304,139)	(2,975,086)	(2,670,947)
OTHER FINANCING SOURCES (USES)			
Issuance of long-term debt	4,750,000	4,750,000	-
Discount on issuance of long-term debt	(72,621)	(72,621)	-
Transfers Out	-	(10,166,737)	(10,166,737)
Total other financing sources (uses)	4,677,379	(5,489,358)	(10,166,737)
Net change in fund balance	4,373,240	(8,464,444)	(12,837,684)
FUND BALANCE, beginning	9,245,223	9,245,223	-
FUND BALANCE, ending	$ 13,618,463	$ 780,779	$ (12,837,684)

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Specialty Court
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 14,700	$ 27,621	$ 12,921
Miscellaneous	-	2,179	2,179
Total revenues	14,700	29,800	15,100
EXPENDITURES			
Current			
Judicial	62,871	38,231	24,640
Total expenditures	62,871	38,231	24,640
Net change in fund balance	(48,171)	(8,431)	39,740
FUND BALANCE, beginning	156,253	156,253	-
FUND BALANCE, ending	$ 108,082	$ 147,822	$ 39,740

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
JJAEP Tier II
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ -	$ 24,738	$ 24,738
Total revenues	-	24,738	24,738
EXPENDITURES			
Current			
Public safety	166,258	54,231	112,027
Total expenditures	166,258	54,231	112,027
DEFICIENCY OF REVENUES OVER EXPENDITURES	(166,258)	(29,493)	136,765
Net change in fund balance	(166,258)	(29,493)	136,765
FUND BALANCE, beginning	286,974	286,974	-
FUND BALANCE, ending	$ 120,716	$ 257,481	$ 136,765

Williamson County, Texas
Schedule of Revenues, Expenditures And
Changes In Fund Balance – Budget And Actual
Tobacco
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Intergovernmental	$ 365,000	$ 415,288	$ 50,288
Investment income	13,000	29,325	16,325
Miscellaneous	-	2,339,975	2,339,975
Total revenues	378,000	2,784,588	2,406,588
EXPENDITURES			
Current			
Community services	400,773	383,396	17,377
Total expenditures	400,773	383,396	17,377
EXCESS OF REVENUES OVER EXPENDITURES	(22,773)	2,401,192	2,423,965
OTHER FINANCING USES			
Transfers out	(170,474)	(115,326)	55,148
Total other financing uses	(170,474)	(115,326)	55,148
Net change in fund balance	(193,247)	2,285,866	2,479,113
FUND BALANCE, beginning	6,276,485	6,276,485	-
FUND BALANCE, ending	$ 6,083,238	$ 8,562,351	$ 2,479,113

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Teen Court Program
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Miscellaneous	$ 3,000	$ 3,000	$ -
Total revenues	3,000	3,000	-
EXPENDITURES			
Current			
Judicial	6,996	1,504	5,492
Total expenditures	6,996	1,504	5,492
Net change in fund balance	(3,996)	1,496	5,492
FUND BALANCE, beginning	4,001	4,001	-
FUND BALANCE, ending	$ 5	$ 5,497	$ 5,492

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
Truancy Program
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Fees of office	$ 56,450	$ 56,643	$ 193
Total revenues	56,450	56,643	193
EXPENDITURES			
Current			
Judicial	148,942	63,370	85,572
Total expenditures	148,942	63,370	85,572
Net change in fund balance	(92,492)	(6,727)	85,765
FUND BALANCE, beginning	366,502	366,502	-
FUND BALANCE, ending	$ 274,010	$ 359,775	$ 85,765

Williamson County, Texas
Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual
WC Historical Commission
For the Fiscal Year Ended September 30, 2022

	Final	Actual	Variance Positive (Negative)
REVENUES			
Miscellaneous	$ 2,100	$ 12,467	$ 10,367
Total revenues	2,100	12,467	10,367
EXPENDITURES			
Current			
Community service	4,537	1,884	2,653
Total expenditures	4,537	1,884	2,653
Net change in fund balance	(2,437)	10,583	13,020
FUND BALANCE, beginning	6,024	6,024	-
FUND BALANCE, ending	$ 3,587	$ 16,607	$ 13,020

Internal Service Funds

Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments of the County on a cost-reimbursement basis.

Benefits Program – This fund is used to account for the accumulation and allocation of costs associated with medical and dental benefits.

Fleet Maintenance – This fund is used to account for the maintenance and repair of motor vehicle and related costs.

Williamson County, Texas
Combining Statement of Net Position
Internal Service Funds
September 30, 2022

	Benefits Program	Fleet Management	Total
ASSETS			
Current assets			
Cash and investments	$ 16,992,485	$ -	$ 16,992,485
Accounts receivables	712,836	7,005	719,841
Inventory	-	302,645	302,645
Prepaid expenses	311,567	-	311,567
Total current assets	18,016,888	309,650	18,326,538
Non-current assets			
Capital assets			
Machinery and equipment	-	604,122	604,122
Less accumulated depreciation	-	(445,765)	(445,765)
Total non-current assets	-	158,357	158,357
Total assets	18,016,888	468,007	18,484,895
LIABILITIES			
Current liabilities			
Accounts payable	331,508	247,754	579,262
Accrued liabilities	1,072,837	48,755	1,121,592
Due to other funds	-	594,316	594,316
Total current liabilities	1,404,345	890,825	2,295,170
NET POSITION			
Net investment in capital assets	-	158,357	158,357
Unrestricted	16,612,543	(581,175)	16,031,368
TOTAL NET POSITION	$ 16,612,543	$ (422,818)	$ 16,189,725

Williamson County, Texas
Combining Statement of Revenues, Expenses
and Changes in Fund Net Position
Internal Service Funds
For the Fiscal Year Ended September 30, 2022

	Benefits Program	Fleet Management	Total
OPERATING REVENUES			
Employer contributions	$ 20,991,968	$ -	$ 20,991,968
Employee contributions	4,966,909	-	4,966,909
Charge for services	3,080	4,029,414	4,032,494
Total operating revenues	25,961,957	4,029,414	29,991,371
OPERATING EXPENSES			
Claims	17,609,502	-	17,609,502
Insurance	2,219,550	-	2,219,550
Administration	1,889,150	-	1,889,150
Supplies and parts	-	4,101,354	4,101,354
Depreciation	-	22,118	22,118
Total operating expenses	21,718,202	4,123,472	25,841,674
OPERATING INCOME (LOSS)	4,243,755	(94,058)	4,149,697
NON-OPERATING REVENUES (EXPENSES)			
Interest and other revenue	127,204	-	127,204
Total non-operating revenues (expenses)	127,204	-	127,204
CHANGE IN NET POSITION	4,370,959	(94,058)	4,276,901
TOTAL NET POSITION, beginning	12,241,584	(328,760)	11,912,824
TOTAL NET POSITION, ending	$ 16,612,543	$ (422,818)	$ 16,189,725

Williamson County, Texas
Combining Statement of Cash Flows
Internal Service Funds
For the Fiscal Year Ended September 30, 2022

	Benefits Program	Fleet Management	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	$ 25,908,887	$ 4,030,375	$ 29,939,262
Payments to suppliers	(19,837,726)	(3,584,144)	(23,421,870)
Payments to employees	(1,889,150)	-	(1,889,150)
Net cash flows provided by operating activities	4,182,011	446,231	4,628,242
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition and construction of capital assets	-	55	55
Net cash flows used in capital and related financing activities	-	55	55
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment earnings and other revenue	127,204	-	127,204
Net cash flows provided by investing activities	127,204	-	127,204
Change in cash and cash equivalents	4,309,215	446,286	4,755,501
CASH AND CASH EQUIVALENTS, beginning	12,683,270	(446,286)	12,236,984
CASH AND CASH EQUIVALENTS, ending	$ 16,992,485	$ -	$ 16,992,485
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES			
Operating income (loss)	$ 4,243,755	$ (94,058)	$ 4,149,697
Adjustments to reconcile operating income(loss) to net cash provided by operating activities			
Depreciation	-	22,118	22,118
Change in assets and liabilities			
Accounts receivable	(53,070)	961	(52,109)
Inventory	-	(57,020)	(57,020)
Prepaid expenses	(65,834)	-	(65,834)
Accounts payable	302,907	(15,017)	287,890
Accrued liabilities	(245,747)	(5,069)	(250,816)
Due to other funds	-	594,316	594,316
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	$ 4,182,011	$ 446,231	$ 4,628,242

Fiduciary Funds

Custodial Funds

Custodial Funds serve primarily as clearing mechanisms for cash resources, which are collected by a governmental unit, held as such for a brief period, and then distributed to authorized recipients.

The following comprise the County's Custodial Funds:

- Justice of the Peace Bond
- County Attorney Hot Check Restitution
- District Attorney Forfeitures
- County Clerk Trust
- District Clerk Trust
- Juvenile Services
- Mobile Outreach
- Sheriff's Office Inmate Trust
- Sheriff's Office Cash Bond
- Tax Assessor – Collector
- UHC Flex
- Bail Bonds
- CAMPO

Williamson County, Texas
Combining Statement of Net Position
Fiduciary Funds
September 30, 2022

	Justice of the Peace No. 2 Bond	County Attorney Hot Checks	District Attorney Forfeitures	County Clerk	District Clerk
ASSETS					
Cash and investments	$ 1,466	$ 1,120	$ 1,454,791	$ 8,077,337	$ 3,995,938
Accounts receivable	-	-	-	-	-
Prepaids	-	-	-	-	-
TOTAL ASSETS	1,466	1,120	1,454,791	8,077,337	3,995,938
LIABILITIES					
Accounts payable	-	-	-	-	-
Due to other governments	-	-	-	-	-
Total liabilities	-	-	-	-	-
NET POSITION					
Individuals, organizations, and other governments	1,466	1,120	1,454,791	8,077,337	3,995,938
TOTAL NET POSITION	$ 1,466	$ 1,120	$ 1,454,791	$ 8,077,337	$ 3,995,938

Williamson County, Texas
Combining Statement of Net Position
Fiduciary Funds - Continued
September 30, 2022

	Juvenile Services	Mobile Outreach	Sheriff's Office Inmate Trust	Sheriff's Office Cash Bond	Tax Assessor-Collector
ASSETS					
Cash and investments	$ 83,773	$ -	$ 200,109	$ 172,666	$ 13,941,283
Accounts receivable	-	-	-	-	-
Prepaids	-	-	-	-	-
TOTAL ASSETS	83,773	-	200,109	172,666	13,941,283
LIABILITIES					
Accounts payable	-	-	-	-	-
Due to other governments	-	-	-	-	-
Total liabilities	-	-	-	-	-
NET POSITION					
Individuals, organizations, and other governments	83,773	-	200,109	172,666	13,941,283
TOTAL NET POSITION	$ 83,773	$ -	$ 200,109	$ 172,666	$ 13,941,283

Williamson County, Texas
Combining Statement of Net Position
Fiduciary Funds - Continued
September 30, 2022

	UHC Flex	Bail Bonds	CAMPO	Total Custodial Funds
ASSETS				
Cash and investments	$ 200,654	$ 2,990,897	$ -	$ 31,120,034
Accounts receivable	-	-	2,098,066	2,098,066
Prepaids	-	-	38,070	38,070
TOTAL ASSETS	200,654	2,990,897	2,136,136	33,256,170
LIABILITIES				
Accounts payable	-	-	843,931	843,931
Due to other governments	-	-	1,221,058	1,221,058
Total liabilities	-	-	2,064,989	2,064,989
NET POSITION				
Individuals, organizations, and other governments	200,654	2,990,897	71,147	31,191,181
TOTAL NET POSITION	$ 200,654	$ 2,990,897	$ 71,147	$ 31,191,181

Williamson County, Texas
Combining Statement of Revenues, Expenses
and Changes in Net Position
Fiduciary Funds
For the Fiscal Year Ended September 30, 2022

	Justice of the Peace No. 2 Bond	County Attorney Hot Checks	District Attorney Forfeitures	County Clerk	District Clerk
ADDITIONS					
Tax Collections from other governments	$ -	$ -	$ -	$ -	$ -
Fees for other government	-	1,916	-	-	-
Fees from other governments	-	-	-	-	-
Held for Others	7,160	16,514	393,776	8,340,653	4,413,033
Interest Income	-	-	13,443	42,071	9,256
Total additions	7,160	18,430	407,219	8,382,724	4,422,289
DEDUCTIONS					
Payments to other governments	1,050	6,223	990,116	490,555	625,042
Payments to individuals	6,560	13,871	1,160	6,752,998	5,242,762
Total deductions	7,610	20,094	991,276	7,243,553	5,867,804
NET INCREASE (DECREASE) IN FIDUCIARY NET POSITION	(450)	(1,664)	(584,057)	1,139,171	(1,445,515)
NET POSITION - BEGINNING OF YEAR	1,916	2,784	2,038,848	6,938,166	5,441,453
NET POSITION - END OF YEAR	$ 1,466	$ 1,120	$ 1,454,791	$ 8,077,337	$ 3,995,938

Williamson County, Texas
Combining Statement of Revenues, Expenses
and Changes in Net Position
Fiduciary Funds - Continued
For the Fiscal Year Ended September 30, 2022

	Juvenile Services	Mobile Outreach	Sheriff's Office Inmate Trust	Sheriff's Office Cash Bond	Tax Assessor-Collector
ADDITIONS					
Tax Collections from other governments	$ -	$ -	$ -	$ -	$ 2,626,691,610
Fees for other government	-	-	-	-	-
Fees from other governments	-	11,029	-	-	-
Held for Others	89,119	-	1,638,752	1,838,937	-
Interest Income	307	-	-	-	100,259
Total additions	89,426	11,029	1,638,752	1,838,937	2,626,791,869
DEDUCTIONS					
Payments to other governments	318,749	5,123	335,879	1,829,971	2,609,605,111
Payments to individuals	51,156	11,029	1,261,582	46,800	14,617,092
Total deductions	369,905	16,152	1,597,461	1,876,771	2,624,222,203
NET INCREASE (DECREASE) IN FIDUCIARY NET POSITION	(280,479)	(5,123)	41,291	(37,834)	2,569,666
NET POSITION - BEGINNING OF YEAR	364,252	5,123	158,818	210,500	11,371,617
NET POSITION - END OF YEAR	$ 83,773	$ -	$ 200,109	$ 172,666	$ 13,941,283

Williamson County, Texas
Combining Statement of Revenues, Expenses
and Changes in Net Position
Fiduciary Funds - Continued
For the Fiscal Year Ended September 30, 2022

	UHC Flex	Bail Bonds	CAMPO	Total Custodial Funds
ADDITIONS				
Tax Collections from other governments	$ -	$ -	$ -	$ 2,626,691,610
Fees for other government	-	-	-	1,916
Fees from other governments	-	-	-	11,029
Held for Others	729,104	335,492	4,981,514	22,784,054
Interest Income	-	-	-	165,336
Total additions	729,104	335,492	4,981,514	2,649,653,945
DEDUCTIONS				
Payments to other governments	-	-	120,103	2,614,327,922
Payments to individuals	707,396	1,416,920	4,750,047	34,879,373
Total deductions	707,396	1,416,920	4,870,150	2,649,207,295
NET INCREASE (DECREASE) IN FIDUCIARY NET POSITION	21,708	(1,081,428)	111,364	446,650
NET POSITION - BEGINNING OF YEAR	178,946	4,072,325	(40,217)	30,744,531
NET POSITION - END OF YEAR	$ 200,654	$ 2,990,897	$ 71,147	$ 31,191,181

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Statistical Information
(Unaudited)

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This portion of Williamson County's annual comprehensive financial report presents multiple years of data to provide a historical perspective for understanding the information available in the financial statements, note disclosures, and required supplementary information and for assessing the County's overall financial health.

Contents

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Financial Trends 152
These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

Revenue Capacity 156
These schedules contain trend information to help the reader assess the County's most significant local revenue resource.

Debt Capacity 161
These schedules contain trend information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

Economic and Demographic Indicators 168
These schedules contain economic and demographic information to help the reader understand the environment within which the County's financial activities take place.

Operating Information 170
These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services and activities performed by the County.

Miscellaneous Information 174
These pages contain additional data about the area, communities, colleges, medical facilities, and County government offices.

Williamson County, Texas **Table 1**

Net Position by Component
Last Ten Fiscal Years
(Full Accrual Basis of Accounting)

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Government activities										
Net investment in capital assets	$ 1,019,492,258	$ 270,544,977	$ 716,022,842	$ 637,304,132	$ 388,681,714	$ 412,098,469	$ 365,342,452	$ 445,160,755	$ 253,798,426	$ 264,889,158
Restricted	699,215,634	606,279,506	70,967,293	60,512,370	76,157,795	61,342,122	49,879,697	42,611,846	35,850,736	32,752,322
Unassigned	(767,396,331)	(168,337,998)	(221,331,942)	(250,047,739)	(115,140,490)	(222,463,184)	(287,988,424)	(348,784,532)	(174,517,303)	(183,515,394)
Total Government activities net position	$ 951,311,561	$ 708,486,485	$ 565,658,193	$ 447,768,763	$ 349,699,019	$ 250,977,407	$ 127,233,725	$ 138,988,069	$ 115,131,859	$ 114,126,086
Primary Government										
Net investment in capital assets	$ 1,019,492,258	$ 270,544,977	$ 716,022,842	$ 637,304,132	$ 388,681,714	$ 412,098,469	$ 365,342,452	$ 445,160,755	$ 253,798,426	$ 264,889,158
Restricted	699,215,634	606,279,506	70,967,293	60,512,370	76,157,795	61,342,122	49,879,697	42,611,846	35,850,736	32,752,322
Unassigned	(767,396,331)	(168,337,998)	(221,331,942)	(250,047,739)	(115,140,490)	(222,463,184)	(287,988,424)	(348,784,532)	(174,517,303)	(183,515,394)
Total primary government net position	$ 951,311,561	$ 708,486,485	$ 565,658,193	$ 447,768,763	$ 349,699,019	$ 250,977,407	$ 127,233,725	$ 138,988,069	$ 115,131,859	$ 114,126,086

Source: Annual Comprehensive Financial Report

Notes:
Financial data includes Avery Ranch, Pearson Place, Northwoods and Somerset Hills No. 4 Road Districts (blended component units).

The County is not currently engaged in any business-type activities, and accordingly, does not present business -type information above.

Williamson County, Texas

Table 2

Changes in Net Position
Last Ten Fiscal Years
(Full Accrual Basis of Accounting)

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Expenses										
Government activities:										
General government	$ 95,241,179	$ 81,509,475	$ 95,818,018	$ 58,051,710	$ 54,797,454	$ 34,560,332	$ 48,471,235	$ 33,113,079	$ 32,522,582	$ 30,908,617
Public safety	109,407,176	97,377,417	109,312,387	116,707,999	99,809,010	69,592,308	115,818,653	87,932,683	88,098,767	80,001,178
Transportation support	89,819,635	92,821,273	81,453,260	62,487,644	72,329,109	55,114,815	99,775,558	78,977,229	87,436,401	185,691,679
Judicial	32,902,982	27,235,265	30,242,867	33,832,980	27,337,346	18,656,716	31,025,054	23,581,105	22,685,570	20,693,148
Community services	45,197,557	31,102,956	30,383,602	48,664,236	32,584,267	15,685,849	21,383,743	18,727,680	16,796,646	16,431,859
Conservation	740,997	962,046	1,373,775	709,525	369,119	1,300,206	560,710	407,345	347,751	773,438
Interest on long term debt	32,446,311	35,118,001	40,758,044	38,255,649	40,588,916	39,492,764	41,283,450	40,308,534	35,634,706	33,244,626
Total government activities expenses	405,755,837	366,126,433	389,341,953	358,709,743	327,815,221	234,402,990	358,318,403	283,047,655	283,522,423	367,744,545
Total primary government expenses	$ 405,755,837	$ 366,126,433	$ 389,341,953	$ 358,709,743	$ 327,815,221	$ 234,402,990	$ 358,318,403	$ 283,047,655	$ 283,522,423	$ 367,744,545
Program Revenues										
Government activities										
Fees, Fines and Charges for Services:										
General government	$ 29,408,569	$ 29,566,682	$ 22,780,725	$ 19,619,138	$ 18,442,156	$ 17,726,272	$ 16,936,279	$ 15,659,297	$ 13,561,355	$ 12,991,449
Public safety	18,088,427	13,335,568	12,527,369	13,466,619	14,595,110	13,330,502	12,310,097	14,976,278	15,081,873	15,954,635
Transportation support	10,695,833	10,019,724	8,821,259	9,016,332	7,807,781	5,901,946	6,267,221	6,155,099	5,944,938	5,311,044
Judicial	4,147,635	3,669,049	4,471,701	5,160,524	5,465,161	6,487,199	5,920,681	6,019,784	6,862,678	7,036,985
Community services	2,600,751	2,468,687	2,395,247	2,251,911	267,917	3,694,941	2,515,080	1,613,488	1,610,982	1,579,830
Conservation	1,930,744	499,466	2,136,744	1,268,122	1,974,710	-	-	-	-	-
Operating grants and contributions	56,632,343	53,433,019	64,303,593	13,699,587	17,125,735	7,389,422	7,021,670	7,327,581	11,059,515	16,559,081
Capital grants and contributions	137,008,334	36,176,049	49,873,724	68,415,425	48,139,969	54,957,868	63,114,526	59,565,089	49,107,663	40,505,315
Total governmental activities program revenues	260,512,636	149,168,244	167,310,362	132,897,658	113,818,539	109,488,150	114,085,554	111,316,616	103,229,004	99,938,339
Total primary government program revenues	260,512,636	149,168,244	167,310,362	132,897,658	113,818,539	109,488,150	114,085,554	111,316,616	103,229,004	99,938,339
Net (Expense) Revenue										
Government Activities	(145,243,201)	(216,958,189)	(222,031,591)	(225,812,085)	(213,996,682)	(124,914,840)	(244,232,849)	(171,731,039)	(180,293,419)	(267,806,206)
Total Primary government net expense	(145,243,201)	(216,958,189)	(222,031,591)	(225,812,085)	(213,996,682)	(124,914,840)	(244,232,849)	(171,731,039)	(180,293,419)	(267,806,206)
General Revenues and other Changes in Net Position										
Government Activities:										
Taxes:										
Property taxes, levied for general purposes	181,421,949	171,768,414	163,932,640	146,561,112	120,231,990	140,500,042	128,577,499	116,814,321	104,957,462	99,126,344
Property taxes, levied for farm to market	34,399,660	29,432,670	27,439,690	25,264,772	23,002,816	20,691,651	18,552,068	16,521,025	14,681,846	13,815,558
Property taxes, levied for debt service	161,656,245	139,783,452	127,048,877	122,161,032	129,065,600	88,542,902	79,408,330	70,940,367	63,279,169	59,780,481
Other taxes	21,774,138	16,291,760	11,304,726	15,533,141	31,775,438	1,497,202	1,328,610	1,118,611	987,258	712,987
Investment earnings and unrealized gains/losses	(11,761,190)	2,325,656	9,818,234	14,119,674	8,477,449	4,713,739	2,826,060	1,291,116	564,343	739,574
Miscellaneous	577,475	184,529	376,854	242,098	165,001	2,014,239	1,785,938	2,602,864	3,464,348	1,185,745
Total Governmental Activities	388,068,277	359,786,481	339,921,021	323,881,829	312,718,294	257,959,775	232,478,505	209,288,304	187,934,426	175,360,689
Total Primary Government	388,068,277	359,786,481	339,921,021	323,881,829	312,718,294	257,959,775	232,478,505	209,288,304	187,934,426	175,360,689
Change in Net Position										
Governmental Activities	242,825,076	142,828,292	117,889,430	98,069,744	98,721,612	133,044,935	(11,754,344)	37,557,265	7,641,007	(92,445,517)
Total Primary Government	$ 242,825,076	$ 142,828,292	$ 117,889,430	$ 98,069,744	$ 98,721,612	$ 133,044,935	$ (11,754,344)	$ 37,557,265	$ 7,641,007	$ (92,445,517)
Prior period adjustment	$ -	$ -	$ -	$ -	$ -	$ (9,301,253)	$ -	$ -	$ -	$ -

Source: Annual Comprehensive Financial Report

Notes:
Financial data includes Avery Ranch, Pearson Place, Northwoods and Somerset Hills No. 4 Road Districts (blended component units).

Williamson County, Texas **Table 3**

Fund Balances
Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
General fund										
Nonspendable	$ 22,624	$ 638,440	$ 667,944	$ 721,804	$ 824,721	$ 811,865	$ 857,744	$ 885,700	$ 940,866	$ 1,361,210
Committed	40,907,524	36,528,891	32,074,882	28,263,350	19,350,387	12,071,125	3,534,167	5,475,348	4,926,787	2,753,462
Unassigned	135,158,551	130,659,577	106,276,815	91,171,890	93,426,415	86,343,485	82,585,995	77,142,946	69,784,418	72,282,339
Total general fund	$ 176,088,699	$ 167,826,908	$ 139,019,641	$ 120,157,044	$ 113,601,523	$ 99,226,475	$ 86,977,906	$ 83,503,994	$ 75,652,071	$ 76,397,011
All other governmental funds										
Nonspendable	$ 933,994	$ 666,271	$ 698,223	$ 60,825,881	$ 441,530	$ 388,907	$ 104,332,262	$ 116,846,937	$ 127,582,740	$ 131,595,069
Restricted	701,463,611	706,318,903	564,824,052	255,034,997	381,821,552	374,809,973	335,794,554	345,228,101	208,524,559	122,870,856
Committed	-	-	-	-	-	-	-	-	-	760,215
Unassigned, reported in:										
Special Revenue Fund	(575)	-	-	-	(32,907)	-	-	-	-	(3,201)
Total all other governmental funds	$ 702,397,030	$ 706,985,174	$ 565,522,275	$ 315,860,878	$ 382,230,175	$ 375,198,880	$ 440,126,816	$ 462,075,038	$ 336,107,299	$ 255,222,939

Source: Annual Comprehensive Financial Report

Notes:

Financial data includes Avery Ranch, Pearson Place, Northwoods and Somerset Hills No. 4 Road Districts (blended component units).

* Incudes encumbrances and prepaid items.

Williamson County, Texas **Table 4**

Changes in Fund Balances
Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
REVENUES										
Taxes	$ 398,041,068	$ 356,796,154	$ 329,776,593	$ 309,654,849	$ 303,321,453	$ 251,551,065	$ 227,954,402	$ 205,237,263	$ 184,102,492	$ 173,039,011
Fees of office	25,090,192	23,609,021	19,753,745	19,600,375	17,967,236	18,408,551	17,991,608	16,644,320	15,051,769	14,833,479
Fines and forfeitures	2,404,851	2,007,876	2,294,774	3,268,799	4,800,979	3,514,690	3,264,463	3,671,853	4,551,770	4,320,898
Charges for services	45,594,693	48,699,982	18,140,575	11,216,001	16,291,536	11,335,018	12,406,825	14,269,803	20,137,133	31,786,143
Intergovernmental	23,693,534	20,658,080	55,861,777	17,710,468	16,152,728	15,057,500	14,903,803	16,044,809	16,485,490	15,630,864
Motor vehicle registration	5,913,654	5,794,859	5,301,340	5,412,380	5,131,450	4,850,250	4,896,590	4,521,887	4,851,806	4,905,182
Investment earnings and unrealized gains/losses	(11,888,394)	2,316,954	9,788,825	14,042,511	8,424,121	4,675,363	2,811,197	1,248,350	560,000	734,809
Miscellaneous	19,211,440	11,827,129	16,208,702	7,723,409	5,430,887	5,225,020	2,420,846	5,821,987	4,070,263	1,739,117
Total Revenues	508,061,038	471,710,055	457,126,331	388,628,792	377,520,390	314,617,457	286,649,734	267,460,272	249,810,723	246,989,503
EXPENDITURES										
General government	92,549,234	83,255,796	90,628,083	46,448,317	49,906,736	41,042,745	32,771,043	30,565,849	29,166,461	28,338,383
Public safety	107,391,512	97,606,790	98,014,783	95,144,618	90,317,289	87,083,604	83,385,196	80,998,693	79,103,035	73,476,288
Transportation support	57,964,912	56,686,628	56,406,448	54,415,845	62,272,488	49,588,767	46,317,285	42,642,651	49,468,705	47,230,638
Judicial	32,716,802	28,485,809	28,434,116	29,002,842	26,009,286	24,302,479	23,301,897	22,482,926	21,054,436	19,504,540
Community services	42,422,278	30,553,089	28,074,843	44,502,247	30,036,178	17,909,180	16,474,180	17,081,838	14,891,428	14,755,545
Conservation	736,358	962,046	759,147	570,742	365,588	397,307	308,850	407,345	347,751	773,438
Capital outlay	133,326,756	83,153,675	88,596,988	67,404,676	71,816,984	62,980,025	37,121,889	27,084,792	26,185,167	43,503,998
Debt Service										
Principal	89,610,000	59,014,956	49,121,210	74,142,796	50,422,241	47,744,735	51,568,941	41,150,000	35,955,107	34,316,148
Interest	39,525,996	40,895,522	45,547,639	34,940,444	36,735,087	35,945,914	39,704,479	35,162,235	33,779,930	34,151,447
Bond issuance costs	1,146,599	2,410,395	2,577,613	5,450,147	19,971,098	-	-	-	-	-
Payment to bond escrow agent	24,978,837	24,772,451	41,974,821	262,193	782,916	841,179	1,248,338	2,669,173	1,021,908	1,213,658
Total expenditures	622,369,284	507,797,157	530,135,691	452,284,867	438,635,891	367,835,935	332,202,098	300,245,502	290,973,928	297,264,083
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(114,308,246)	(36,087,102)	(73,009,360)	(63,656,075)	(61,115,501)	(53,218,478)	(45,552,364)	(32,785,230)	(41,163,205)	(50,274,580)
OTHER FINANCING SOURCES (USES)										
Transfers in	64,825,464	25,136,452	42,896,535	30,316,939	24,490,605	18,783,537	13,473,488	17,530,126	17,385,872	18,138,712
Transfers out	(64,825,464)	(25,136,452)	(42,896,535)	(29,516,939)	(24,490,605)	(18,783,537)	(13,473,488)	(17,530,126)	(17,385,872)	(18,132,463)
Proceeds from sale of capital assets	141,357	1,236,480	258,134	570,887	4,592,075	455,502	428,175	353,219	354,481	366,489
Proceeds from lease	257,959	-	-	-	2,156,875	1,214,557	-	-	-	-
Payment to bond escrow agent	-	(196,163,891)	(11,652,168)	(3,696,000)	-	(60,823,844)	(65,104,636)	(189,149,021)	-	(110,662,302)
Bond discount	(104,370)	-	(396,458)	(12,594)	(320,576)	-	(36,478)	(227,380)	-	-
Bond premium	8,221,947	26,494,279	45,513,846	285,006	4,233,470	7,942,896	11,075,993	24,851,074	9,764,144	7,395,598
Bond issued	109,465,000	374,790,400	307,810,000	5,895,000	71,860,000	51,750,000	80,715,000	330,780,000	111,280,000	119,630,000
Total other Financing Sources (Uses):	117,981,893	206,357,268	341,533,354	3,842,299	82,521,844	539,111	27,078,054	166,607,892	121,398,625	16,736,034
NET CHANGE IN FUND BALANCES	$ 3,673,647	$ 170,270,166	$ 268,523,994	$ (59,813,776)	$ 21,406,343	$ (52,679,367)	$ (18,474,310)	$ 133,822,662	$ 80,235,420	$ (33,538,546)
PRIOR PERIOD ADJUSTMENT	-	-	-	-	-	-	-	-	-	-
Debt services (principal & interest) as percentage of noncapital expenditures	31.5%	35.0%	30.9%	28.4%	24.0%	27.5%	31.2%	26.3%	24.3%	27.5%

Source: Annual Comprehensive Financial Report

Note:
Financial data includes Avery Ranch, Pearson Place, Northwoods and Somerset Hills No. 4 Road Districts (blended component units).

Williamson County, Texas **Table 5**

Assessed Value and Actual Value of Taxable Property
Last Ten Fiscal Years
(Unaudited)

General and Debt Service

Fiscal Year	Residential Property	Commercial Property	Other Property	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate
2022	$ 66,267,903,396	$ 29,205,609,343	$ 6,380,819,695	$ 5,242,956,287	$ 22,184,052,658	$ 84,913,236,063	0.400846
2021	53,402,336,541	26,299,386,015	5,682,012,059	4,454,162,388	14,471,455,332	75,366,441,671	0.418719
2020	50,350,231,338	24,678,691,568	5,307,565,816	4,441,369,590	13,902,292,181	70,875,566,131	0.418719
2019	46,320,016,540	23,006,806,811	5,000,082,568	4,042,512,946	13,207,399,793	65,162,019,072	0.419029
2018	41,823,592,942	20,851,362,886	4,875,057,090	3,785,429,994	12,303,245,704	59,032,197,208	0.426529
2017	37,548,206,067	19,013,496,088	4,731,623,356	3,576,829,388	11,622,746,626	53,247,408,273	0.436529
2016	33,460,572,390	17,123,217,809	4,392,702,538	3,418,803,516	10,977,773,906	47,417,522,347	0.441529
2015	29,587,478,395	15,422,168,902	4,336,197,330	3,165,493,480	10,568,711,913	41,942,626,194	0.446529
2014	25,488,470,689	13,990,566,361	3,979,136,557	2,943,383,260	9,257,107,767	37,144,449,100	0.449029
2013	23,904,564,642	13,332,025,999	4,017,799,750	2,715,642,405	8,913,356,944	35,056,675,852	0.449029

Road and Bridge

Fiscal Year	Residential Property	Commercial Property	Other Property	Personal Property	Less: Tax-Exempt Property	Total Taxable Assessed Value	Direct Tax Rate
2022	$ 66,267,974,116	$ 29,205,609,890	$ 6,380,819,695	$ 5,242,956,287	$ 18,085,917,045	$ 89,011,442,943	0.040000
2021	53,402,402,705	26,299,386,535	5,682,012,059	4,454,162,388	13,697,518,096	76,140,445,591	0.040000
2020	50,350,291,353	24,678,692,115	5,307,565,816	4,441,369,590	13,356,109,949	71,421,808,925	0.040000
2019	46,320,075,994	23,006,807,358	5,000,082,568	4,042,512,946	12,693,788,027	65,675,690,839	0.040000
2018	41,823,614,820	20,851,386,573	4,875,057,090	3,785,429,994	11,829,184,790	59,506,303,687	0.040000
2017	37,548,223,900	19,013,614,884	4,731,623,356	3,576,829,388	11,182,535,028	53,687,756,500	0.040000
2016	33,460,583,239	17,123,218,356	4,392,702,538	3,418,803,516	10,571,189,710	47,824,117,939	0.040000
2015	29,587,485,425	15,422,206,819	4,336,197,330	3,165,493,480	10,197,587,059	42,313,795,995	0.040000
2014	25,488,480,238	13,990,566,361	3,979,136,557	2,943,383,260	8,919,988,694	37,481,577,722	0.040000
2013	23,904,574,191	13,332,025,999	4,017,799,750	2,715,642,405	8,612,776,947	35,357,265,398	0.040000

Source:
Williamson County Appraisal District

Notes:
Property is required to be reappraised at least once every three years according to Texas Tax Code Section 26.18(b).

Property is assessed at actual value; therefore, the assessed values are equal to actual value.

Tax rates are per $100 of assessed value.

The assessed values represent the Appraisal Review Board's approved totals from the last supplement as the respective fiscal year end.

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value)
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
County direct rates										
General	$ 0.235846	$ 0.251529	$ 0.251529	$ 0.251529	$ 0.259029	$ 0.269029	$ 0.274029	$ 0.279029	$ 0.281529	$ 0.281529
Debt Service	0.165000	0.167190	0.167190	0.167500	0.167500	0.167500	0.167500	0.167500	0.167500	0.167500
Road & Bridge	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000	0.040000
Total direct rate	0.440846	0.458719	0.458719	0.459029	0.466529	0.476529	0.481529	0.486529	0.489029	0.489029
City and Town rates										
Austin	0.541000	0.533500	0.443100	0.440300	0.444800	0.441800	0.458900	0.480900	0.502700	0.502900
Bartlett	0.715000	0.425800	0.425800	0.473800	0.516800	0.580100	0.578200	0.579100	0.580000	0.590200
Cedar Park	0.432000	0.446977	0.447000	0.449000	0.457500	0.470000	0.479500	0.485000	0.492500	0.493501
Coupland	0.215934	0.237459	0.250000	0.250000	0.250000	0.250000	0.250000	0.250000	0.250000	N/A
Florence	0.700000	0.720000	0.705019	0.643509	0.700000	0.704030	0.717906	0.712892	0.773998	0.784714
Georgetown	0.401000	0.418000	0.420000	0.420000	0.420000	0.424000	0.434000	0.434000	0.439500	0.410000
Granger	0.840000	0.745621	0.754136	0.678557	0.765316	0.807429	0.836986	0.869470	0.884745	0.877164
Hutto	0.536448	0.600000	0.631351	0.515171	0.515171	0.520443	0.528500	0.528691	0.528691	0.528691
Jarrell	0.419500	0.419500	0.419500	0.419500	0.419500	0.419580	0.430000	0.431233	0.447980	0.469854
Leander	0.479699	0.536867	0.541867	0.551867	0.577867	0.599000	0.632920	0.652920	0.667920	0.670420
Liberty Hill	0.454559	0.454559	0.490187	0.500000	0.500000	0.500000	0.527842	0.536426	0.536426	0.536426
Pflugerville	0.486300	0.486300	0.497600	0.497600	0.539900	0.539900	0.540500	0.533600	0.573600	0.594000
Round Rock	0.397000	0.439000	0.439000	0.420000	0.430000	0.425000	0.414650	0.414650	0.419490	0.420350
Taylor	0.765115	0.809215	0.809215	0.788000	0.798000	0.803893	0.813893	0.813893	0.813893	0.813893
Thorndale	0.718100	0.728100	0.750000	0.750000	0.820000	0.780000	0.810000	0.810000	0.833300	0.823600
Thrall	0.507143	0.596285	0.597740	0.643336	0.652805	0.470773	0.474446	0.490000	0.499648	0.489556
Weir	0.214857	0.227259	0.223293	0.223293	0.212370	0.222637	0.242648	0.246484	0.272230	0.269884
School District rates										
Bartlett	1.150000	1.094400	1.083800	1.154680	1.154680	1.154680	1.154680	1.154680	1.154680	1.154680
Burnet Consolidated	1.077000	1.146300	1.185000	1.260000	1.280000	1.320000	1.330000	1.262500	1.262500	1.262500
Coupland	1.005851	1.153957	0.970000	1.040050	1.040050	1.040050	1.040050	1.040050	1.040050	1.040050
Florence	1.123800	1.233900	1.300300	1.360000	1.370000	1.370000	1.350000	1.330000	1.300000	1.300000
Georgetown	1.231000	1.307100	1.339000	1.409000	1.409000	1.409000	1.398000	1.398000	1.398000	1.398000
Granger	0.918200	1.012600	1.026200	1.105000	1.105000	1.105000	1.105000	1.105000	1.105000	1.105000
Hutto	1.420300	1.466500	1.498350	1.600000	1.620000	1.665500	1.670000	1.670000	1.670000	1.670000
Jarrell	1.372000	1.426600	1.470000	1.492500	1.420000	1.367500	1.367500	1.390000	1.390000	1.390000
Leander	1.337000	1.418400	1.437500	1.510000	1.511870	1.511870	1.511570	1.511870	1.511870	1.511870
Lexington	1.090300	1.146800	1.198350	1.300000	1.212240	1.217400	1.220000	1.119000	1.119000	1.040000
Liberty Hill	1.362000	1.364700	1.470000	1.540000	1.540000	1.540000	1.540000	1.540000	1.540000	1.450000
Pflugerville	1.388000	1.422300	1.450000	1.520000	1.540000	1.540000	1.540000	1.540000	1.540000	1.540000
Round Rock	1.133600	1.221200	1.234800	1.304800	1.304800	1.332500	1.332500	1.337500	1.367400	1.380000
Taylor	1.332800	1.403300	1.468300	1.570000	1.570000	1.570000	1.450000	1.450000	1.450000	1.450000
Thorndale	0.970000	1.008000	1.068350	1.170000	1.170000	1.170000	1.310000	1.310000	1.310000	1.330000
Thrall	1.289700	1.289700	1.287350	1.389000	1.389000	1.389000	1.284000	1.199000	1.210000	1.210000

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Municipal Utility Districts rates										
Berry Creek Highland	$ 0.550000	$ 0.550000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Block House	0.700000	0.760000	0.808500	0.781000	0.801000	0.801000	0.827000	0.842300	0.866000	0.866000
Brushy Creek (BC)	0.432059	0.460000	0.460000	0.460000	0.460000	0.465000	0.470000	0.480000	0.500000	0.500000
BC-Defined Areas	0.140000	0.160000	0.165000	0.175000	0.190000	0.225000	0.270000	0.350000	0.360000	0.360000
Cool Water	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CLL #1	0.930000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Fern Bluff	0.250000	0.279000	0.400000	0.420000	0.434500	0.444500	0.464500	0.509500	0.509500	0.509500
Highlands at Mayfield Ranch	0.632100	0.850000	0.900000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Lakeside WCID 2A/MUD #2A	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000	0.970000
Lakeside #3	0.794000	0.840000	0.840000	0.840000	0.840000	0.840000	0.847000	0.877500	0.900000	0.900000
Leander #1	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	N/A	N/A	N/A
Leander #2	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	N/A	N/A	N/A
Leander #3	1.000000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Leander TODD #1	0.350000	0.350000	0.350000	0.350000	0.350000	0.350000	0.350000	N/A	N/A	N/A
Meadows of Chandler Creek	0.337600	0.360000	0.360000	0.370000	0.401400	0.425000	0.435000	0.440000	0.450000	0.450000
North Austin #1	0.262500	0.281700	0.283000	0.283000	0.288000	0.289000	0.317000	0.339900	0.345000	0.371900
North San Gabriel #1	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
North San Gabriel #2	0.400000	0.400000	0.400000	0.400000	N/A	N/A	N/A	N/A	N/A	N/A
NW Williamson #2	0.950000	0.950000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Palmera Ridge	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	0.400000	N/A	N/A	N/A
Paloma Lakes #1	0.520000	0.610000	0.615000	0.650000	0.900000	0.943500	0.950000	0.950000	0.950000	0.950000
Paloma Lakes #2	0.639000	0.750000	0.830000	0.850000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Parkside at Mayfield Ranch	0.497000	0.575000	0.575000	0.617700	0.700000	0.950000	0.950000	0.950000	0.950000	0.950000
Parkside on the River #1	0.920000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ranch at Cypress Creek #1	0.351300	0.351300	0.353500	0.342500	0.352500	0.356500	0.365000	0.433000	0.512800	0.633300
Round Rock #1	0.680000	0.680000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Round Rock #2	0.511000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Siena MUD #1	0.680000	0.750000	0.850000	0.850000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A
Siena MUD #2	0.750000	0.850000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A
Sonterra	0.947500	0.947500	0.947500	0.947500	0.950000	0.950000	0.950000	0.950000	0.850000	0.850000
SE Williamson County #1	0.514500	0.540000	0.540000	0.540000	0.540000	0.540000	N/A	N/A	N/A	N/A
Stonewall Ranch	0.866500	0.900000	0.900000	0.900000	0.901500	0.901500	0.901500	0.918200	0.950000	0.950000
Vista Oaks	0.290700	0.320000	0.330000	0.330000	0.520000	0.545000	0.610000	0.665900	0.730000	0.740000
Walsh Ranch	0.496000	0.588800	0.600000	0.620000	0.650000	0.720000	0.720000	0.750000	0.800000	0.690000
Watch Hill	0.630500	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	N/A	N/A
Wells Branch	0.335000	0.370000	0.373000	0.373000	0.379500	0.387300	0.390000	0.430000	0.460000	0.470000

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Municipal Utility Districts rates (cont.)										
West Williamson County #1	$ 0.874000	$ 0.900000	$ 0.900000	$ 0.900000	$ 0.900000	$ 0.900000	$ 0.900000	$ 0.900000	$ 0.900000	$ 0.900000
West Williamson County #2	0.869000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A
Williamson County #10	0.500000	0.550000	0.550000	0.550000	0.600000	0.620000	0.670000	0.780000	0.850000	0.850000
Williamson County #11	0.517500	0.570000	0.585000	0.600000	0.620000	0.650000	0.750000	0.860000	0.900000	0.900000
Williamson County #12	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #13	0.719700	0.820000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000
Williamson County #15	0.675000	0.745000	0.805000	0.870000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000
Williamson County #19	0.818800	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	N/A
Williamson County #19A	0.828700	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	N/A	N/A
Williamson County #19B	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19C	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #19E	0.850000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #22	0.932000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000
Williamson County #23	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A
Williamson County #25	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	0.920000	N/A
Williamson County #26	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	0.900000	N/A	N/A
Williamson County #28	0.650000	0.650000	0.650000	0.650000	0.650000	0.650000	N/A	N/A	N/A	N/A
Williamson County #29	0.650000	0.650000	0.650000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #30	0.917000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A	N/A	N/A	N/A
Williamson County #31	0.850000	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A	N/A	N/A
Williamson County #32	0.850000	0.850000	0.850000	0.850000	0.850000	0.850000	N/A	N/A	N/A	N/A
Williamson County #34	0.658000	0.666000	0.666000	0.666000	0.666000	N/A	N/A	N/A	N/A	N/A
Williamson-Liberty Hill	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	0.950000	N/A
Williamson-Travis #1	0.329100	0.347900	0.385000	0.407900	0.431600	0.466200	0.510000	0.540000	0.615000	0.657
Emergency Service Districts										
ESD #1-Jollyville VFD	0.100000	0.100000	0.100000	0.100000	0.085393	0.091765	0.100000	0.100000	0.100000	0.100000
ESD #2-Sam Bass VFD	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.099749
ESD #3-Hutto	0.100000	0.100000	0.100000	0.096374	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #4-Liberty Hill	0.083155	0.093295	0.098250	0.098250	0.098250	0.096124	0.100000	0.100000	0.100000	0.100000
ESD #5-Jarrell	0.087244	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #6-Weir	0.077853	0.100000	0.100000	0.094663	0.099606	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #7-Florence	0.100000	0.100000	0.092915	0.094257	0.094790	0.096400	0.100000	0.100000	0.100000	0.100000
ESD #8-Georgetown	0.100000	0.100000	0.100000	0.100000	0.093771	0.094000	0.950000	0.095000	0.955530	0.955530
ESD #9-Round Rock	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #10-Coupland	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #11-Cedar Park	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000
ESD #12-Cedar Park	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000	0.100000

Williamson County, Texas **Table 6**

Direct and Overlapping Property Tax Rate
(Per $100 Assessed Value) – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Other Taxing District rates										
Anderson Mill Limited District	$ 0.110083	$ 0.117455	$ 0.117707	$ 0.117008	$ 0.117083	$ 0.123360	$ 0.126000	$ 0.130000	$ 0.136686	$ 0.130000
Austin Community College	0.104800	0.105800	0.104900	0.104800	0.100800	0.102000	0.100500	0.094200	0.094900	0.095100
Avery Ranch Road District	0.066500	0.074096	0.076600	0.081000	0.085000	0.088010	0.097500	0.103705	0.116240	0.122200
EWC Higher Education Center	0.044560	0.048440	0.046040	0.045340	0.045652	0.045652	0.045905	0.049784	0.050000	0.050000
Georgetown Village PID	0.140000	0.140000	0.140000	0.140000	0.140000	0.140000	0.200000	0.200000	0.200000	0.200000
Donahoe Creek Watershed	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000	0.020000
Lower Brushy Creek WCID	0.019139	0.020000	0.020000	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Northwoods Road District	0.245300	0.272500	0.282500	0.284600	0.290000	N/A	N/A	N/A	N/A	N/A
Pearson Place Road District	0.090000	0.100000	0.110000	0.120000	0.157799	0.275000	N/A	N/A	N/A	N/A
Somerset Hills Rd District	0.290000	0.290000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Upper Brushy Creek WCID 1A	0.017500	0.020000	0.020000	0.020000	0.020000	0.019823	0.020000	0.020000	0.020000	0.020000
Williamson County WSID #3	0.699000	0.746500	0.746500	0.723000	0.723000	0.723000	0.730600	0.808200	0.815000	0.815000

Source:
Williamson County Tax Assessor/Collector

Notes:
N/A - Not applicable

Texas Tax Code Section 26.07(a)

If the governing body of a taxing unit other than a school district adopts a tax rate that exceeds the rollback tax rate calculated, the qualified voters of the taxing unit by petition may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to the rollback tax rate calculated.

Williamson County, Texas **Table 7**

Principal Property Taxpayers
Current Year and Nine Years Ago
(Unaudited)

	2022			2013		
Taxpayer	Taxable Assessed Value [a]	Rank	Percentage of Total County Taxable Assessed Value	Taxable Assessed Value [a]	Rank	Percentage of Total County Taxable Assessed Value
Dell Computer Holdings LP	$ 407,378,245	1	0.48	$ 155,156,519	1	0.44
City of Round Rock	368,363,095	2	0.43			
Exxon Mobil Pipeline Co	302,354,721	3	0.36			
BRI 1869 Parmer LLC [c]	288,723,838	4	0.34			
Oncor Electric Delivery Company [b]	247,091,192	5	0.29	138,787,019	2	0.40
Citicorp North America	232,642,801	6	0.27			
CPG Round Rock LP & SPG Round Rock NS LP	162,521,096	7	0.19	134,005,150	3	0.38
Atmos Energy/Mid-Tex Distribution	143,526,897	8	0.17			
HEB Grocery Company	119,458,013	9	0.14	69,488,404	7	0.20
NW Austin Office Partners LLC	116,480,508	10	0.14			
Lakeline Developers				100,939,570	4	0.29
1890 Ranch Ltd. [d]				95,508,877	5	0.27
Baltgem Development Corp. Et, Al.				78,890,823	6	0.23
Columbia/St. David's Healthcare				62,942,176	8	0.18
Walmart Real Estate Estate Business Trust				60,369,315	9	0.17
SPG Wolf Ranch LP				56,731,371	10	0.16
Total	$ 2,388,540,406		2.81 %	$ 952,819,224		2.72 %
Total Taxable Assessed Value	$ 84,913,236,063		100.00 %	$ 35,056,675,852		100.00 %

Source:

Williamson County Tax Assessor/Collector

Williamson County Appraisal District

Note:

[a] The assessed values represent the Appraisal Review Board's approved totals from the last supplement as of the respective fiscal year end.

[b] Formerly known as TXU Electric Delivery Company

[c] Formerly known as Parmer Lane Austin LP

[d] Formerly known as Inland Western Cedar Park 1890 Ranch LP

Williamson County, Texas **Table 8**

Property Tax Levies and Collections
Last Ten Fiscal Years
(Unaudited)

General and Debt Service

Fiscal Year	Tax Levy for Fiscal Year (Original)	Adjustments	Adjusted Tax Levy	Collected within the Fiscal Year of the Levy		Subsequent Collections[a]	Total Collections to Date	
				Amount	Percentage of Original Levy		Amount	Percentage of Adjusted Levy
2022	$ 337,127,235	$ -	$337,127,235	$ 336,341,550	99.77 %	$ 724	$ 336,342,274	99.77 %
2021	307,662,737	(424,525)	307,238,212	306,618,717	99.66	103,057	306,721,774	99.83
2020	287,731,016	(378,180)	287,352,836	286,685,003	99.64	399,442	287,084,445	99.91
2019	265,165,868	(664,031)	264,501,837	264,291,945	99.67	(2,812)	264,289,133	99.92
2018	244,736,683	(387,104)	244,349,580	243,894,515	99.66	287,081	244,181,596	99.93
2017	226,354,963	(374,242)	225,980,721	225,670,341	99.70	176,443	225,846,785	99.94
2016	204,948,985	(256,748)	204,692,237	204,238,533	99.65	339,040	204,577,574	99.94
2015	184,437,586	(176,428)	184,261,158	183,586,256	99.54	574,620	184,160,876	99.95
2014	165,388,338	(70,546)	165,317,792	164,725,252	99.60	497,970	165,223,222	99.94
2013	156,400,025	(190,420)	156,209,604	155,672,873	99.54	453,900	156,126,773	99.95

Road and Bridge

Fiscal Year	Tax Levy for Fiscal Year (Original)	Adjustments	Adjusted Tax Levy	Collected within the Fiscal Year of the Levy		Subsequent Collections[a]	Total Collections to Date	
				Amount	Percentage of Original Levy		Amount	Percentage of Adjusted Levy
2022	$ 34,063,565	$ -	$34,063,565	$ 33,982,512	99.76 %	$ 73	$ 33,982,585	99.76 %
2021	29,285,975	(38,135)	29,247,840	29,186,355	99.66	12,233	29,198,588	99.83
2020	27,329,229	(34,190)	27,295,039	27,229,942	99.64	39,888	27,269,830	99.91
2019	25,123,998	(61,720)	25,062,278	25,041,825	99.67	805	25,042,630	99.92
2018	22,771,977	(34,096)	22,737,881	22,694,141	99.66	28,485	22,722,626	99.93
2017	20,580,268	(31,943)	20,548,325	20,518,625	99.70	17,886	20,536,511	99.94
2016	18,399,217	(22,176)	18,377,041	18,336,167	99.66	30,961	18,367,127	99.95
2015	16,345,948	(14,685)	16,331,263	16,270,897	99.54	51,824	16,322,721	99.95
2014	14,548,619	(5,543)	14,543,075	14,490,783	99.60	45,115	14,535,898	99.95
2013	13,710,641	(16,136)	13,694,505	13,647,328	99.54	40,150	13,687,478	99.95

Source:

Williamson County Tax Assessor/Collector

Notes:

Tax levies consider supplemental value changes during the initial fiscal year. Data for fiscal year does not include Agriculture Rollbacks.

[a] Data represents subsequent collections of the respective fiscal year's tax in later fiscal years.

Williamson County, Texas **Table 9**

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Governmental Activities: General Obligation Bonds	Accumulated Accretion of Interest [b]	Certificate of Obligations	Tax Anticipation Notes [c]	Revenue Bonds	Capital Leases	Total Primary Government	Percentage of Personal Income [a]	Per Capita [a]
2022	$ 903,654,748	$ -	$ 160,687,647	$ 172,489,852	$ -	$ -	$ 1,236,832,245	N/A	$ 1,923
2021	1,034,455,572	-	189,078,297	197,437,327	-	-	1,420,971,196	4.98%	2,210
2020	892,804,111	2,737,448	243,549,592	-	-	-	1,139,091,151	5.39%	1,870
2019	633,918,237	9,696,301	256,007,940	-	-	1,031,223	900,653,701	3.95%	1,525
2018	696,313,397	9,271,725	278,100,016	-	-	2,094,018	985,779,156	4.80%	1,739
2017	655,098,787	8,864,377	318,035,991	-	-	694,385	982,693,540	5.03%	1,795
2016	679,486,575	8,475,650	343,654,004	-	-	-	1,031,616,230	5.62%	1,951
2015	683,872,137	8,104,014	364,785,409	-	-	-	1,056,761,560	6.27%	2,078
2014	668,185,330	7,748,728	245,033,236	1,575,000	-	-	922,542,295	4.84%	1,886
2013	573,000,664	7,409,063	257,873,307	3,095,000	-	-	841,378,033	5.67%	1,786

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch Road District, Pearson Place Road District, Northwoods Road District, and Somerset Hills #4 Road District (blended component units).

N/A - Not available

[a] See Table 13 for personal income and population data.

[b] Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

[c] General governmental resources will be used to repay debt.

Williamson County, Texas **Table 10**

Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	Accumulated Accretion of Interest [c]	Certificate of Obligations	Tax Anticipation Notes [d]	Total	Amounts Available for Debt Service	Total	Actual Taxable Property Value [a]	Per Capita [b]
2022	$ 903,654,748	$ -	$ 160,687,647	$ 172,489,852	$ 1,236,832,245	$ 6,776,072	$ 1,230,056,173	1.45%	$ 1,923
2021	1,034,455,572	-	189,078,297	197,437,327	1,420,971,196	5,474,488	1,415,496,708	1.88%	2,201
2020	892,804,111	2,737,448	243,549,592	-	1,139,091,151	9,215,935	1,129,875,216	1.59%	1,855
2019	633,918,237	9,696,301	256,007,940	-	899,622,478	3,641,844	895,980,634	1.38%	1,517
2018	696,313,397	9,271,725	278,100,016	-	983,685,139	4,909,310	978,775,829	1.66%	1,727
2017	655,098,787	8,864,377	318,035,991	-	981,999,155	14,022,061	967,977,094	1.82%	1,768
2016	679,486,575	8,475,650	343,654,004	-	1,031,616,230	8,269,822	1,023,346,408	2.16%	1,936
2015	683,872,137	8,104,014	364,785,409	-	1,056,761,560	1,825,778	1,054,935,782	2.52%	2,075
2014	668,185,330	7,748,728	245,033,236	1,575,000	922,542,295	2,099,876	920,442,419	2.48%	1,881
2013	573,000,664	7,409,063	257,873,307	3,095,000	841,378,033	3,102,238	838,275,795	2.39%	1,780

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

This schedule includes Avery Ranch, Pearson Place, Northwoods, and Somerset Hills #4 Road Districts (blended component units).

N/A - Not available

[a] Used General & Debt Service's taxable assessed property value in calculation.

See Table 5 for property value data.

[b] See table 13 for population data.

[c] Accumulated accretion of interest on capital appreciation bonds. The face amount of the capital appreciation bonds are included with the general obligation bonds.

[d] General governmental resources will be used to repay debt.

Williamson County, Texas **Table 11**

Direct and Overlapping Governmental Activities Debt
September 30, 2022
(Unaudited)

Governmental Unit	Debt Outstanding [1]	Estimated Percentage Applicable [1, a]	Estimated Share of Overlapping Debt
City and Town			
Austin	$ 1,467,530,000	5.13%	$ 75,284,289
Bartlett	1,360,000	67.10%	912,560
Cedar Park	254,255,000	89.14%	226,642,907
Florence	2,963,000	100.00%	2,963,000
Georgetown	359,760,000	100.00%	359,760,000
Granger	421,000	100.00%	421,000
Hutto	201,435,000	100.00%	201,435,000
Jarrell	31,160,000	100.00%	31,160,000
Leander	192,965,000	77.86%	150,242,549
Liberty Hill	9,375,000	100.00%	9,375,000
Pflugerville	438,410,000	0.33%	1,446,753
Round Rock	317,380,000	95.22%	302,209,236
Taylor	74,335,000	100.00%	74,335,000
Thrall	1,385,000	100.00%	1,385,000
City and Town Subtotal	3,352,734,000		1,437,572,294
School Districts			
Bartlett	20,658,000	44.05%	9,099,849
Burnet Consolidated	64,855,000	0.69%	447,500
Coupland	4,495,000	91.18%	4,098,541
Florence	56,285,000	84.50%	47,560,825
Georgetown	551,680,000	100.00%	551,680,000
Granger	28,635,000	100.00%	28,635,000
Hutto	444,952,832	100.00%	444,952,832
Jarrell	195,089,988	100.00%	195,089,987
Leander	1,034,845,519	63.01%	652,056,161
Lexington	9,659,000	0.44%	42,500
Liberty Hill	482,744,710	100.00%	482,744,710
Pflugerville	508,435,000	0.08%	406,748
Round Rock	794,720,000	75.68%	601,444,096
Taylor	55,704,916	100.00%	55,704,916
Thorndale	398,000	10.49%	41,750
Thrall	43,400,000	100.00%	43,400,000
School Districts Subtotal	4,296,557,965		3,117,405,415
Municipal Utility Districts			
Block House	6,550,000	100.00%	6,550,000
Brushy Creek (BC)	17,950,000	100.00%	17,950,000
Brushy Creek (BC) - Sendero Springs & Cornerstone	9,025,000	100.00%	9,025,000
Highlands at Mayfield Ranch	32,205,000	100.00%	32,205,000
Lakeside #3	20,685,000	7.21%	1,491,389
Lakeside WCID #2-A	23,305,000	1.19%	277,330
Leander TODD #1	14,800,000	100.00%	14,800,000
North Austin #1	4,700,000	90.70%	4,262,900
Northwoods #1	9,325,000	100.00%	9,325,000
Palmera Ridge	17,695,000	100.00%	17,695,000
Paloma Lake #1	18,850,000	100.00%	18,850,000
Paloma Lake #2	16,385,000	100.00%	16,385,000
Parkside at Mayfield Ranch	21,765,000	100.00%	21,765,000
Pearson Place	4,585,000	100.00%	4,585,000
Round Rock #1	3,935,000	100.00%	3,935,000
Siena #1	47,365,000	100.00%	47,365,000
Siena #2	30,320,000	100.00%	30,320,000
Somerset Hills #4	14,265,000	100.00%	14,265,000
Sonterra	61,810,220	100.00%	61,810,220
Southeast Williamson County	36,040,000	100.00%	36,040,000
Stonewall Ranch	14,650,000	100.00%	14,650,000
The Meadows At Chandler Creek	645,000	100.00%	645,000

Williamson County, Texas **Table 11**

Direct and Overlapping Governmental Activities Debt – Continued
September 30, 2022
(Unaudited)

Municipal Utility Districts (Cont.)			
Walsh Ranch	4,805,000	100.00%	4,805,000
West Williamson Co #1	23,165,000	100.00%	23,165,000
West Williamson Co #2	8,615,000	100.00%	8,615,000
Williamson County #10	11,990,000	100.00%	11,990,000
Williamson County #11	19,965,000	100.00%	19,965,000
Williamson County #12	61,140,000	100.00%	61,140,000
Williamson County #13	26,050,000	100.00%	26,050,000
Williamson County #15	31,870,000	100.00%	31,870,000
Williamson County #19	51,555,000	100.00%	51,555,000
Williamson County #19A	37,670,000	100.00%	37,670,000
Williamson County #22	18,005,000	100.00%	18,005,000
Williamson Co MUD # 23	44,685,000	100.00%	44,685,000
Williamson Co MUD # 25	13,765,000	100.00%	13,765,000
Williamson Co MUD # 26	3,090,000	100.00%	3,090,000
Williamson Co MUD # 28	50,020,000	100.00%	50,020,000
Williamson Co MUD # 29	6,910,000	100.00%	6,910,000
Williamson Co MUD # 30	3,250,000	100.00%	3,250,000
Williamson Co MUD # 31	12,510,000	100.00%	12,510,000
Williamson Co MUD # 32	24,780,000	100.00%	24,780,000
Williamson Co MUD # 34	4,575,000	100.00%	4,575,000
Williamson-Liberty Hill MUD	19,990,000	100.00%	19,990,000
Williamson/Travis County #1	185,000	77.83%	143,985
Municipal Utility Districts Subtotal	905,445,220		862,745,824
Other			
Austin Community College	414,210,000	19.75%	81,806,475
Williamson County Water, Sewer, Irrigation, Drainage District #3	31,090,000	83.68%	26,016,112
Other Subtotal	445,300,000		107,822,587
Total Overlapping Debt	9,000,037,185		5,525,546,120
County Debt [2]			
Williamson County	1,205,528,546	100.00%	1,205,528,546
Avery Ranch Road District (blended component unit)	2,442,397	100.00%	2,442,397
Pearson Place Road District (blended component unit)	4,829,857	100.00%	4,829,857
Northwoods Road District (blended component unit)	9,839,067	100.00%	9,839,067
Somerset Hills Road District #4 (blended component unit)	14,192,379	100.00%	14,192,379
Total County Wide Direct Debt	1,236,832,245		1,236,832,245
Total direct and overlapping debt	$ 10,236,869,430		$ 6,762,378,365

Source:
[1] Municipal Advisory Council of Texas
[2] Williamson County Auditor's Office

Note:

[a] The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the County's boundaries and dividing it by each unit's total taxable assessed value.

Williamson County, Texas

Legal Debt Margin Information
Last Ten Fiscal Years
(Unaudited)

Table 12

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total taxable value	$ 84,913,236,063	$ 75,366,441,671	$ 70,875,566,131	$ 65,162,019,072	$ 59,032,197,208	$ 53,247,408,273	$ 47,417,522,347	$ 41,942,626,194	$ 37,144,449,100	$ 35,056,675,852
Assessed value of real property	79,670,279,776	70,912,279,283	66,434,196,541	61,119,506,126	55,246,767,214	49,670,578,885	43,998,718,831	38,777,132,714	34,201,065,840	32,341,033,447
Debt limit rate	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Debt limit	19,917,569,944	17,728,069,821	16,608,549,135	15,279,876,532	13,811,691,804	12,417,644,721	10,999,679,708	9,694,283,179	8,550,266,460	8,085,258,362
Debt applicable to limit:										
General bonded debt	1,236,832,246	1,420,971,196	1,139,091,151	899,622,478	983,685,139	981,999,155	1,031,616,230	1,056,761,560	922,542,295	841,378,033
Less: amount set aside for repayment of general bonded debt	6,776,072	5,474,488	9,215,935	3,641,844	4,909,310	14,022,061	8,269,822	1,825,778	2,099,876	3,102,238
Total net debt applicable to limit	1,230,056,174	1,415,496,708	1,129,875,216	895,980,634	978,775,829	967,977,094	1,023,346,408	1,054,935,782	920,442,419	838,275,795
Legal debt margin	$ 18,687,513,770	$ 16,312,573,113	$ 15,478,673,919	$ 14,383,895,898	$ 12,832,915,975	$ 11,449,667,627	$ 9,976,333,300	$ 8,639,347,397	$ 7,629,824,041	$ 7,246,982,567
Total net debt applicable to the limit as a percentage of debt limit	6.18%	7.98%	6.80%	5.86%	7.09%	7.80%	9.30%	10.88%	10.77%	10.37%

Notes:

This schedule includes Avery Ranch, Pearson Place, Northwoods, and Somerset Hills #4 Road Districts (blended component units).

Texas Constitution Art. 3 Section 52(B)

Under Legislative provision, any county, any political subdivision of a county, any number of adjoining counties, or any political subdivision of the state, or any defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include towns, villages, or municipal corporations, upon a vote of two-thirds majority of the resident property taxpayers voting thereon who are qualified electors of such district or territory to be affected thereby, in addition to all other debts, any issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof.

Williamson County, Texas **Table 13**

Demographic and Economic Statistics
Last Ten Fiscal Years
(Unaudited)

	County					State of Texas	United States
Year	Estimated Population [a]	Personal Income (thousands of dollars) [a]	Per Capita Personal Income [a]	School Enrollment [b]	Unemployment Rate [c]	Per Capita Personal Income [a]	Per Capita Personal Income [a]
2022	643,026	N/A	N/A	109,744	2.8%	N/A	N/A
2021	643,026	28,551,411	42,959	107,096	3.6%	34,255	37,638
2020	609,017	21,146,131	37,242	102,134	5.9%	31,277	34,103
2019	590,551	22,801,969	37,242	95,760	2.8%	31,277	34,103
2018	566,719	20,556,992	35,825	106,683	3.0%	30,143	32,621
2017	547,545	19,544,956	34,575	94,025	3.0%	28,985	31,177
2016	528,718	18,371,452	32,705	89,765	3.6%	27,828	29,829
2015	508,514	16,855,771	33,147	89,365	3.4%	28,210	29,979
2014	489,250	19,050,320	31,709	87,215	4.3%	26,513	28,555
2013	471,014	14,827,843	31,481	86,709	5.4%	26,327	28,184

Notes:

N/A - Not available

*Personal Income last update in 2020

Sources:

[a] 2008 to 2021 - U.S. Census Bureau QuickFacts update through 2022

[b] School enrollment provided by the Independent School Districts within the County.

Several school districts cross the county line.

[c] September rate 2022 - U.S. Bureau of Labor Statistics

Williamson County, Texas **Table 14**

Principal Employers
Current Year and Nine Years Ago
(Unaudited)

	2022			2013		
Employer [a]	Employees [a]		Percentage of Total County Employment	Employees [a]		Percentage of Total County Employment
Dell Computer	12,000	1	5.42%	14,000	1	6.33%
HEB Grocery	6,732	2	3.04%	939	7	0.42%
Round Rock ISD	6,604	3	2.99%	5,750	2	2.60%
Leander ISD	5,045	4	2.28%	3,984	3	1.80%
Georgetown ISD	1,919	5	0.87%	1,630	4	0.74%
Williamson County	1,825	6	0.82%	1,530	5	0.69%
St David's Round Rock Medical Center	1,200	7	0.54%			
City of Round Rock	1,130	8	0.51%	824	9	0.37%
City of Georgetown	954	9	0.43%			
Baylor Scott & White Healthcare	911	10	0.41%	913	8	0.41%
Kalahari Resorts	700	11	0.32%			
Sears (Teleserve)				1,500	6	0.68%
Emerson Process Management				750	10	0.34%
Total	**39,020**		**17.63%**	31,820		14.38%
Total Avg. Employees for the 1st Qtr per [b]	202,571			227,940		

Source:
[a] Individual employers provided employee count.
[b] US Bureau of Labor Statistics (2022)

Williamson County, Texas **Table 15**

County Government Employees by Function
Last Ten Fiscal Years
(Unaudited)

Function	Fiscal Year 2022[a]	2021[a]	2020[a]	2019[a]	2018[a]	2017[a]	2016[a]	2015[a]	2014[a]	2013[a]
General Government	297	286	284	270	262	249	252	246	235	229
Judicial	278	266	255	248	242	224	231	226	215	209
Public Safety	1,034	1,023	1,036	1,022	1,002	979	989	973	961	932
Transportation	159	154	153	134	129	129	129	124	123	123
Community Services	85	83	83	78	59	47	46	42	36	36
Total	1,853	1,812	1,811	1,752	1,694	1,628	1,647	1,611	1,570	1,529

Source: Williamson County Human Resource or Payroll Department

Note:
[a] Budgeted positions

Function/Program or Department	Fiscal Year 2022[a]	2021[a]	2020[a]	2019[a]	2018[a]	2017[a]	2016[a]	2015[a]	2014[a]	2013[a]
General Government										
Commissioners Court	19	18	17	17	12	12	12	12	12	12
Building Maintenance	33	33	33	30	28	28	28	28	26	25
Budget Office	3	3	3	3	3	2	2	2	2	2
County Auditor	29	29	29	29	29	29	29	28	26	26
County Clerk	10	10	10	10	24	24	25	25	25	25
County Judge	4	4	4	4	7	7	7	6	6	6
County Treasurer	5	5	5	5	5	5	5	5	5	5
County Wide Records Mgmt-Co Clrk	14	14	14	14	-	-	-	2	1	1
Elections	12	12	12	12	12	11	11	11	11	11
Fleet Services	18	18	18	17	17	17	17	17	17	17
HUD CDBG	1	1	1	1	1	1	1	1	1	1
Air Check Grant	-	-	-	-	-	-	-	-	1	1
MHMR Grant	-	-	-	-	-	-	-	2	1	1
Human Resources	18	16	15	15	15	11	14	13	13	12
Information Techonology Services	57	52	52	45	42	38	38	35	31	27
Infrastructure	2	2	2	2	2	2	2	2	2	2
Purchasing	11	10	10	10	10	9	9	7	7	7
Tax Assessor/Collector	61	59	59	56	55	53	52	50	49	49
	297	286	284	270	262	249	252	246	236	230

Williamson County, Texas **Table 15**

County Government Employees by Function – Continued
Last Ten Fiscal Years
(Unaudited)

	Fiscal Year									
Function/Program or Department	2022[a]	2021[a]	2020[a]	2019[a]	2018[a]	2017[a]	2016[a]	2015[a]	2014[a]	2013[a]
Judicial										
County Attorney	60	55	56	55	55	53	52	51	48	45
District Attorney	49	46	43	42	38	35	33	31	29	27
County Clerk	21	21	21	20	20	20	20	20	19	19
District Clerk	34	33	33	33	31	28	28	27	27	27
County Courts at Law	16	16	16	16	16	16	16	16	16	16
District Courts	19	17	17	16	16	16	25	25	23	22
Justice of the Peace	55	54	53	51	51	51	51	51	48	48
Courthouse Security	2	2	2	2	2	2	3	3	3	3
Magistrates Office	4	4	4	10	10	-	-	-	-	-
Personal Bond Office	-	-	-	3	3	3	3	2	2	2
Pretrial	18	18	10	-	-	-	-	-	-	-
	278	266	255	248	242	224	231	226	215	209
Public Safety										
911 Communications/EOC	85	85	85	84	86	83	82	72	70	71
911 Addressing	3	3	3	3	3	3	3	3	2	2
Constables	55	55	55	54	53	52	52	52	51	51
DPS	1	1	1	2	2	2	2	2	2	2
EMS	161	154	154	147	140	133	145	145	145	127
HAZ-MAT	4	4	4	4						
Jail	326	322	326	321	314	315	313	311	307	307
Juvenile Services	162	162	162	164	164	164	162	162	162	155
Mobile Outreach	8	12	11	11	17	9	13	15	15	13
Sheriff	229	225	235	232	223	218	217	211	207	204
	1,034	1,023	1,036	1,022	1,002	979	989	973	961	932
Transportation										
Road and Bridge	142	137	137	134	129	129	129	124	123	123
CAMPO	17	17	17	-	-	-	-	-	-	-
	159	154	154	134	129	129	129	124	123	123
Community Services										
Agricultural Extension Service	3	3	3	3	3	3	3	4	4	4
Animal Shelter	32	31	32	31	20	18	18	17	16	16
Conservation	2	3	2	2	2	2	2	2	1	1
On Site Sewer Facilties	10	9	9	9	8	-	-	-	-	-
Parks	27	27	27	23	21	19	18	14	11	11
Tobacco Fund (HUG Program)	8	7	7	7	5	5	5	5	4	4
	85	83	83	78	59	47	46	42	36	36
	1,853	1,812	1,795	1,752	1,694	1,628	1,647	1,611	1,571	1,530

Note:
[a] Budgeted positions

Source: Williamson County Human Resource or Payroll Department

Williamson County, Texas

Table 16

Operating Indicators by Function/Program
Last Ten Fiscal Years
(Unaudited)

Function/Program	Fiscal Year 2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
General Government										
Number of A/P checks issued	7,781	7,596	12,248	9,406	10,356	12,196	14,477	16,063	17,487	15,869
Number of outgoing A/P wires	201	193	164	180	180	151	138	170	119	152
Number of invoices processed	30,189	28,744	34,576	34,933	37,837	39,388	41,304	41,663	40,655	40,038
Number of Pcard charges	13,466	13,292	13,681	14,827	13,818	12,073	9,712	8,484	7,580	8,146
Number of electronic payments	6,138	5,910	6,451	6,328	6,845	4,520	3,462	2,094	682	3,422
Judicial										
Hot Check Cases										
Number of checks processed	67	61	418	478	441	650	804	1,159	1,853	3,316
Number of theft by check cases filed	4	12	51	81	101	104	120	100	403	430
Public Safety										
Number of 911 calls received	119,259	111,941	79,825	95,578	83,136	63,589	86,049	94,829	65,371	84,997
EMS 911 runs	33,710	29,839	25,804	25,465	24,114	22,856	21,318	24,781	25,725	23,895
EMS transfer runs	844	337	719	555	807	808	847	884	909	411
Number of total EMS runs	34,554	30,176	26,523	26,020	24,921	23,664	22,655	25,665	26,634	24,306
Average EMS response time in minutes	9:40	9:06	8:31	7:51	8:04	7:54	7:53	8:14	7:52	7:26
Average Jail daily population	620	575	493	572	561	694	647	578	620	566
Jail bookings	9,354	6,938	8,109	13,055	12,997	13,805	13,826	13,583	15,052	16,003
Jail releases	9,309	6,862	8,291	13,076	12,711	13,964	13,687	13,591	15,041	16,004
Jail inmates at 9/30/XXXX	617	578	500	558	590	641	796	572	606	582
Violations reported by Sheriff Office	7,564	17,784	17,094	22,198	17,246	21,022	20,445	21,809	20,097	22,898
Annual Fire Inspections	1,573	329	-	-	-	-	-	-	-	-
Fire Investigations	40	51	-	-	-	-	-	-	-	-
Transportation*										
Roadway resurfacing (CL miles)	117	133	104	88	91	94	102	90	118	130
Hot Mix Asphalt Overlay (CL miles)	2	12	14	7	9	-	5	-	-	2
Crack Seal Applied (LN miles)	353	296	286	271	250	228	77	168	174	118
Asphalt Patches Applied (Tons)	14,380	18,700	19,800	18,100	14,880	14,995	23,500	26,000	27,000	24,600
Bridge / Bridge Class Culvert Replacement (each)	2	4	5	6	14	26	-	1	30	2
Culvert Replacement and Maintenance (each)	30	164	114	135	177	303	234	220	197	153
Major Roadway Rehabilitation (CL miles)	18	10	9	9	7	10	13	18	16	14
Mowing along roadways (miles) **	5,758	5,165	6,012	5,563	4,772	5,901	9,386	13,350	40,820	42,138
Ditch and culvert cleaning (CL miles)	0	5	5	5	9	7	14	14	-	9
Striping and Delineation Applied (CL miles)	166	171	173	180	154	86	62	32	55	44
Signage Replaced (each)	2,193	2,645	2,487	2,562	2,588	2,071	2,348	2,573	2,560	1,727
Grade and Shape Gravel Roads (CL miles)	152	159	153	158	171	180	101	198	105	105
Community Services										
Participants using sport fields	102,578	99,575	80,777	113,008	144,987	147,680	148,361	66,809	87,966	141,275
Parks Dept. reservations	7,507	4,196	3,582	4,526	4,445	5,492	6,497	4,733	1,174	1,159
Riders of the miniature train	41,768	39,040	23,741	26,178	34,957	35,838	32,583	29,713	20,016	18,845

Source:
Various County departments

*Beginning with FY2013, Transportation is reported in greater detail. "CL miles" refer to Center Line Miles

**Mowing is now reported in Total Miles instead of Center Line Miles.

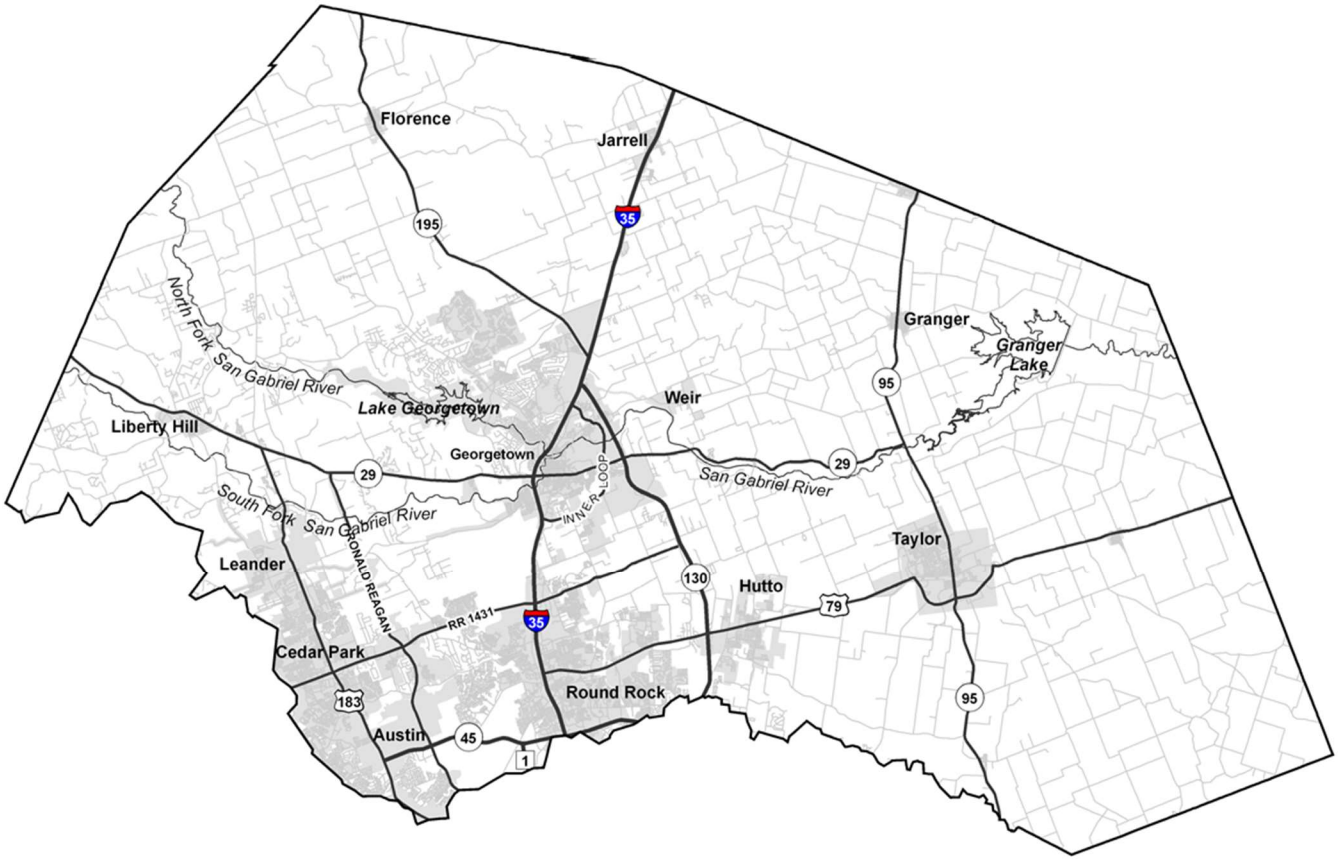
Williamson County, Texas **Table 17**

Capital Assets by Function/Program
Last Ten Fiscal Years
(Unaudited)

Function/Program	Fiscal Year 2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
General Government										
Buildings/Facilities - all functions	62	61	57	56	63	65	65	65	61	59
Vehicles	74	66	61	78	44	53	51	47	43	40
Judicial										
Vehicles	14	14	14	13	12	12	12	11	10	11
Public Safety										
Vehicles	508	516	518	565	490	469	436	461	384	463
Transportation										
Miles of roadway maintained	1551	1521	1513	1498	1493	1485	1,474	1463	1440	1,422
Bridges	223	223	212	212	211	212	212	212	212	209
Vehicles	278	261	225	368	272	283	269	346	306	345
Community Services										
Parks acreage										
Developed	363.5	363.5	363.5	363.5	363.5	363.5	363.5	363.5	363.5	363.5
Total	2992.66	2935	2935	2935	3532.7	3524.4	3389.8	3386.7	3296	3,252.0
Hike & bike trails (miles)	29.97	29.75	28.85	28.85	28.85	28.85	28.25	20.25	18.05	18.05
Fields										
Cricket	1	1	1	1	1	1	1	1	1	1
Soccer	11	11	11	11	11	11	11	11	11	11
Softball	2	2	2	2	2	2	2	2	2	2
Courts										
Basketball	6	6	6	6	6	6	6	6	6	6
Tennis	8	8	8	8	8	8	8	8	8	8
Splash pads	1	1	1	1	2	2	2	2	2	2
Miniature train ride	1	1	1	1	1	1	1	1	1	1
Disc golf holes	18	18	18	18	18	18	18	18	18	18
Picnic pavilions	10	10	10	10	10	10	10	10	10	10
Campsites	77	77	77	77	26	28	28	28	28	28
Vehicles	57	48	25	18	32	33	36	63	66	48

Source:
Various County departments and Texas Department of Transportation

Williamson County, Texas
Map



Williamson County

Miscellaneous Information

Organized in 1848

Form of Government: A political subdivision of the State of Texas

Area[1]: 1,136 square miles (1,124 sq. miles/land; 12 sq. miles/water)

Population: 643,026 (U.S. Census Bureau July 2022 data)

Quality of Life:

Health Ranking: The County Health Rankings, released in March 2019 by the University of Wisconsin's Population Health Institute and the Robert Wood Johnson Foundation, ranked Williamson County third among 254 Texas Counties in the health factors (how healthy they can be) and health outcomes category (how healthy people are and how long they live). These findings are with regards to key factors that affect health such as smoking, obesity, binge drinking, access to primary care providers, rates of high school graduation, rates of violent crime, air pollution levels, access to healthy foods, unemployment rates and number of children living in poverty. Since the rankings were first introduced in 2010, Williamson County has been ranked among the top five healthiest counties in Texas.

Hospitals: St. David's Hospitals are located in Round Rock and Georgetown, with Emergency Centers in Cedar Park and Leander. Baylor Scott & White Medical Centers are located in Round Rock and Taylor. Seton Medical Center Williamson is located in Round Rock. Cedar Park Regional Medical Center is located in Cedar Park. In April 2023, the Dell Children's Medical Center North will open in Avery Ranch.

Recreation:

Athletics: Round Rock Express (AAA Minor League Baseball team), Texas Stars AHL hockey team, Austin Spurs NBA G-League basketball team, Austin Wild Indoor Football Team, community athletic leagues including softball, pickleball, tennis, kickball, baseball, basketball, and aquatics; recreational/fitness centers; golf courses; and numerous running and cycling activities, both competitive and recreational, hosted by Williamson County cities.

Parks & Outdoors: Fishing, camping, water sports and wading on Lake Georgetown and Lake Granger; five county parks and numerous city parks (including 28.8 miles of hiking, biking, and running trails; sport fields, disc golf course, playgrounds, splash park); hunting on lands near Lake Granger; Cedar Rock Railroad miniature train in the Southwest Regional Park. The River Ranch County Park, which will add another major recreation contribution to the County, will open 2023.

Higher Education: Austin Community College has campuses in Cedar Park, Round Rock and Leander. Temple College offers classes in Taylor and Hutto. Southwestern University is located in Georgetown. Round Rock also offers classes from Texas State University and Texas A&M Health Science Center. The East Williamson County Higher Education Center, in Hutto, offers classes from Temple College, Texas State Technical College Waco and Texas A&M University.

Family: The Williamson Museum in Georgetown offers exhibits, programs and tours of the Williamson County Historic Courthouse and the Williamson Museum on the Chisholm Trail in Round Rock opened summer of 2017 and is particularly focused on the history of the Round Rock area. Other museums include the Palm House Museum, and the Dan Moody Museum in Taylor. Family fun is available on the Hill Country Flyer steam train in Cedar Park and Inner Space Caverns in Georgetown. The Georgetown Palace Theater offers theater productions that are affordable entertainment and educational opportunities for all members of the family.

Community Events: Williamson County Sheriff's Posse Rodeo in Jarrell, Taylor Rodeo, The Williamson Museum's Chisholm Trail Days, Georgetown Red Poppy Festival, Round Rock's Frontier Days, Cedar Park's 4th of July Celebration at Milburn Park, Hutto Old Tyme Days, Taylor International Barbecue Cook-off, Brushy Creek MUD's Hairy Man Festival, and other annual community festivals thrive in the County. Music and entertainment events are held at the HEB Center at Cedar Park. In addition, the newly completed Williamson County Expo Center in Taylor hosts a wide variety of family friendly events, including concerts, rodeos, public meetings, livestock shows, shopping markets, dog shows and barrel races.

Economic Resources[2]:

Business: The County is home to big corporations including Apple, Dell, Emerson Process Management, and major retail and commercial developments. The County is rich in information technology and computer systems, agricultural and agribusiness, advanced manufacturing and assembly, construction, real estate, government and educational sectors are significant economic contributors to the County's robust economy. Williamson County is a member of the Austin MSA, one of the fastest growing areas in the country. The booming population paired with abundant available resources allows a range of business endeavors to flourish.

Minerals: Building stone, sand, gravel and oil.

Agriculture[3]: The area consists primarily of rolling prairie. However, mixed hardwood timber and brush is prevalent in many areas. The major field crops in the area are corn, cotton, winter wheat, grain sorghum and grasslands.

The 2022 Williamson County annual agriculture increment report shows the County had 97,887 acres of feed corn for a total crop value of $70,987,652; 3,817 acres of grain sorghum for a total crop value of $2,477,233; 13,454 acres of cotton for a total crop value of $6,423,397; 9,964 acres of winter wheat for grain for a total crop value of $3,314,000; 289 acres of oats for grain for a total crop value of $58,523; 285 acres of native and improved pecans for a total crop value of $570,000; the County had approximately 69,351 acres of hay land including 89,900 acres of native grasslands.

Livestock revenues included: 25,024 stockers for a total production revenue of $21,951,053.

Other agricultural revenues for Williamson County include 2,000 hens with $10,000 of total production revenue; 2,815 goats for a total revenue of $98,425; and 700 honeybee hives producing 50,000 pounds of honey for a total revenue of $45,000. Green Industry revenues generated amounted to $700,034,230.

There are an estimated 35,000 to 45,000 acres in hunting and recreation leases totaling $2,300,000 in revenue.

Sources:

1. U. S. Census Bureau
2. Economic Development and Parks and Recreation Departments for the Cities of Georgetown, Round Rock, Cedar Park, Leander, Taylor and Hutto.
3. Texas A&M AgriLife Extension Service

Students Enrolled in Colleges and Universities Located Near or Within the County [a]:

University	Fall 2022 Enrollment
Austin Community College	34,527
Concordia University Texas	1,889
Huston-Tillotson University	1,024
St. Edward's University	3,577
Southwestern University	1,483
Temple College	4,602
Texas A&M Health Science Center	3,107
Texas State University (Round Rock)	1,801
University of Texas	5,384

Health Care Facilities Located Near or Within the County [b]:

Hospitals:

Cedar Park Regional Medical Center
Baylor Scott & White University Medical Campus
Reliant Rehabilitation Hospital Central Texas
St. David's Georgetown Hospital
St. David's Round Rock Medical Center
Rehabilitation Hospital of Round Rock
Baylor Scott & White Hospital, Taylor
Georgetown Behavioral Health Institute
Rock Springs, Georgetown
Ascension Seton Medical Center Williamson

Clinic facilities:

Austin Diagnostic Clinic – Cedar Park, Round Rock
Austin Regional Clinic – Cedar Park, Hutto, Round Rock
Bluebonnet Trails Community Services - Cedar Park, Georgetown, Hutto, Taylor
Brushy Creek Family Medical Associates
Cedar Park Family Practice
Central Texas Diagnostic Clinic
Dell Children's Circle of Care Pediatrics
Round Rock Health Clinic
Lake Aire Medical Center, Georgetown
Texas A&M HSC Whitestone, Cedar Park
Pediatrics at Hutto
Express Urgent Care, Round Rock
EasyCare Round Rock, Austin Diagnostic Clinic
Family Medical Center of Cedar Park
Family Medical Center of Georgetown
Family Medicine Associates of Round Rock
Family Medicine Clinic of Georgetown
FastMed Urgent Care – Georgetown, Taylor

Georgetown Medical Clinic
Health Center at Scott and White Hospital, Taylor
Hill Country Family Health Specialists
Lakeline Emergency Center LLC
Leander Healthcare Center
Lone Star Circle of Care Federally Qualified Health Ctr
Dell Children's-Circle of Care Adolescent Health at Texas A&M HSC, Round Rock
A.W. Grimes Medical Offices, Round Rock
Family Medicine at Lake Aire Medical Center, Georgetown
Senior Health Care Lake Aire Medical Center, Georgetown
Seton-Circle of Care Family Medicine at Texas A&M HSC, Round Rock
Seton-Circle of Care Behavioral Health at Texas A&M HSC, Round Rock
Seton-Circle of Care Women's Services at Texas A&M HSC, Round Rock
LSCC OB/GYN, Round Rock
Psychiatry & Behavioral Health at Lake Aire Medical Center, Georgetown
Psychiatry & Behavioral Health at Round Rock Health Clinic, Round Rock
Minute Clinic – Cedar Park, Georgetown, Round Rock
NextCare Urgent Care – Austin North, Georgetown, Round Rock
Northwest Diagnostic Clinic, Cedar Park
Physician Associates of Georgetown
Physician's Center, P.A., Georgetown
Pro-Med Minor Emergency Center, N. Hwy 183
Rapid Care Clinic, Leander
Redi Clinic – Cedar Park, Round Rock
Rock Springs Changes, Cedar Park
Baylor Scott & White Clinic – Cedar Park, Cedar Park West, Georgetown, Hutto, Johns (Taylor), University (Round Rock), Round Rock West
Seton Cedar Park
St. David's Urgent Care – Round Rock, Georgetown, Hutto, Cedar Park
St. David's Emergency Center – Cedar Park and Leander
Texas MedClinic, Round Rock
Town Center Family Medicine of Cedar Park
T&K Physician Associates, Georgetown
Town Center Family Medicine of Cedar Park
Urgent and Family Care, Parmer Lane

Public Health Centers:
Williamson County and Cities Health District– Cedar Park, Georgetown, Round Rock, Taylor

Volunteer Clinic Facilities:
Samaritan Health Ministries
Sacred Heart Community Clinic, Round Rock
Pflugerville Community Health Center North (Low Cost Clinic)

Note: This is not an exhaustive list. Not included are individual practitioners, specialty care practices, or pediatric practices. New facilities are opening on an ongoing basis.

Source: a – Respective college or university
b – Williamson County and Cities Health District

Williamson County

Government Office Information

The government of Williamson County, Texas is subdivided into several different offices, each with its own legally constituted duties as prescribed by the constitution and/or legislative act. The head of some offices are elected officials while others are appointed by the Commissioners Court or the District Judges of Williamson County as provided by law.

Constitutional Offices

Williamson County is a political body. The general governing body of the County is the Commissioners Court, which has none of the functions of a traditional court, but has powers and duties clearly set forth and defined in the constitution and statutes. The Commissioners Court is comprised of four commissioners, each of whom is elected by the qualified voters of one of four precincts in the County, and a County Judge, who is elected countywide as presiding officer. Commissioners Court, as a political subdivision of the state, was created to carry out policy common to the state. Therefore, it was not mainly created to advance the interest of the locality in which it is located. The election of the various County officials ensures, in most instances, the application of state laws and regulations, in light of local needs and statutes, and to establish a courthouse and jail, appoint numerous officials, fill vacancies in certain County offices, let contracts in the name of the County, build roads and bridges, administer the County's public welfare services, perform numerous duties in regard to elections, set the County tax rate, issue bonds, and adopt the County budget.

District Courts

There are five District Courts in Williamson County, each of which is a court of general jurisdiction and may try both civil and criminal cases. The judge of each of the respective courts is elected countywide. The District Courts have original jurisdiction in all criminal cases of the grade of felony, and all suits on behalf of the state to recover penalties, forfeitures and escheat. The District Courts preside over all cases of divorce, misdemeanors involving official misconduct, suits to recover damages, slander or defamation of character, suits for title of land and for enforcement of liens thereon, suits for the right of property levied upon by virtue of any writ of execution, sequestration, or attachment when the property levied on is valued at an amount of $500 (exclusive of interest) and all suits concerning contested elections.

These courts and the judges thereof have power to issue writs of habeas corpus, mandamus, injunction, certiorari and all writs necessary to enforce their jurisdictions. The District Courts also have appellate jurisdiction and general supervisory control over the County Commissioners Court. They have general original jurisdiction over all causes of action which a remedy or jurisdiction is not provided by law or the Constitution. The District Court, concurrently with County Court, has the general jurisdiction of a probate court and may do all things associated with the duties of a probate court enumerated under County Court. In addition, the District Courts share concurrent jurisdiction with the County Courts at Law when the matter in controversy exceeds $500 but is less than $20,000. Along with these constitutional and statutory responsibilities, the District Judges have the statutory responsibility of appointing the County Auditor and Court Reporters for each of the respective District Courts. The District Judges, along with the County Court at Law Judges, appoint the Community Supervision and Corrections Department Director. The District Judges, along with the County Judge serve on the County Juvenile Board which oversees the operations of the Juvenile Probation Department and appoints the Chief Juvenile Probation Officer.

Constables

In general, the duties of the Constable are to perform a service or act, execute and return, as provided by law, all civil and criminal processes, writs, citations, subpoenas, summons, warrants, and precepts, directed and delivered by a lawful official, anywhere in the constable's County, or in a County contiguous to the constable's County, and in other locations as provided by law. The Constable may seize and sell real estate and personal property upon order of the court, take eviction action and attend justice court proceedings. The Constable may enforce all state laws and arrest offenders with or without warrant for felonies or misdemeanor offenses committed against the peace and dignity of the state.

County Attorney

The countywide electorate elects the County Attorney. Duties include representation of the State of Texas in all criminal proceedings under investigation or pending before the County Courts at Law and Justice Courts of the County, examination and prosecution of all cases pending before the Juvenile Courts, and representation of the State in all cases appealed to or from any of these courts. The County Attorney also processes felony and misdemeanor hot checks, obtains protective orders for victims of domestic violence, represents the Department of Protective and Regulatory Services in cases involving abuse or neglect of children or helpless adults, and obtains commitment orders for mental illness and substance abuse. The County Attorney attends Commissioners Court as the civil lawyer for the County and provides a full range of legal services in that capacity. Also provided by the County Attorney is legal advice to all County officials and employees. Where applicable, the County Attorney oversees the representation of officials and employees who are involved in litigation.

County Clerk

The countywide electorate elects the County Clerk and the duties and fees collected by the office are prescribed by the legislature. The County Clerk is the clerk of the County and of Commissioners Court and is the official recorder of County business. By legislation in Williamson County, the County Clerk functions as the clerk of the court for each of the County Courts at Law. In addition, the County Clerk acts as recorder of deeds and other instruments, records and issues death and birth certificates, issues marriage licenses, registers cattle brands, records and retains all plats, and maintains records of mental health commitments. The County Clerk serves as clerk of the Probate and Civil Court and keeps all records, books, paper, and proceedings of the probate court as well as the County Courts at Law criminal dockets. Additional responsibilities include keeping all records properly indexed, arranged and preserved.

District Attorney

The legislature may create the Office of the District Attorney in any judicial district in the state and prescribe the duties of the office. Such an office in Williamson County has been created and the District Attorney is a constitutional officer. The countywide electorate elects the District Attorney. The duties of the office in general are to represent the State of Texas on all criminal matters before the District Courts of Williamson County. These matters include grand jury proceedings along with bond and asset forfeitures. The District Attorney also handles all appeals from any such matters that are taken to the Court of Appeals, Texas Court of Criminal Appeals, the Texas Supreme Court and the United States Supreme Court.

District Clerk

The countywide electorate elects the District Clerk. In general, the functions of this office are to serve in an administrative capacity for the District Courts (state courts), to perform judicial or quasi-judicial duties in connection therewith, to act as custodian of the court records, to receive money in the clerk's official capacity, and to perform general assessed duties as are enjoined by statute or imposed by the lawful authority of the court. The District Clerk of Williamson County also maintains the files for all criminal, civil, family, and tax cases handled by these courts.

Justice of the Peace Courts

There are four Justice of the Peace Courts in Williamson County. Each Justice of the Peace is elected by the voters living within their respective precinct. Justices of the Peace have jurisdiction in all Class C misdemeanor criminal matters where such fines are established by statute. Also, the Justices of the Peace have jurisdiction in civil matters either in Small Claims Court or Justice Court where the amount in controversy is $20,000 or less (exclusive of interest) of which exclusive original jurisdiction is not given to the County or District Courts. Appeals to the County Court shall be allowed in all cases decided in Justice Court, however, in civil cases, only when the judgment is for more than $20 (exclusive of costs). The Small Claims Court exercises concurrent jurisdiction with the Justice Courts in all actions for recovery of money by any person, association of persons, corporations or by any attorney for such parties or other legal entity where the amount involved, exclusive of cost, does not exceed the sum of $20,000. Other duties of the Justices of the Peace in Williamson County include death inquests, mental probable cause hearings, debt claim and eviction proceedings, criminal prisoner admonishments, peace bond hearings, school truancy cases, juvenile magistrate statements, animal cruelty hearings, driving license suspension hearings, and other administrative duties per code.

Sheriff

The qualified voters of the County elect the Sheriff to office. The duties of the Sheriff are prescribed by the legislature. The Sheriff may employ guards for the safekeeping of prisoners in the jail and, subject to regulations of Commissioners Court, has charge and control of the courthouse. In addition, the Sheriff shall execute all processes and precepts directed by legal authority and make return thereof to the proper court. The Sheriff is the Chief Law Enforcement Officer for the County and custodian of the County jail. In addition to apprehending criminals and serving writs and other legal papers for the Civil, County, and District Courts, the Sheriff is also charged with keeping order in the courtrooms. The Sheriff also administers proactive programs aimed at crime prevention and substance abuse control such as the Drug Abuse Resistance Education (DARE) program.

Tax Assessor-Collector

The Tax Assessor-Collector is elected by the countywide electorate and performs all the duties with respect to assessing property for the purpose of taxation and collection of taxes as may be prescribed by the legislature. The duties of the office consist of assessing and collecting County property taxes. The officer may serve in a similar capacity for any incorporated city, town, village, school districts--independent or otherwise, drainage district, and water control in the County. The Tax Assessor-Collector of Williamson County, in addition to assessing and collecting for taxable real and personal property within the County, collects the taxes for many independent cities and districts. Other duties include collecting state and county license fees, occupation fees, and state automobile transaction taxes.

County Treasurer

The countywide electorate elects the County Treasurer. The duties of the County Treasurer are to receive County funds and disburse them, subject to the County Auditor's countersignature. The function of this office is an essential part of internal control in financial matters in that all monies due to the County must be placed in the Treasurer's custody. Monies are forwarded to the County Treasury and can be withdrawn upon the signature of the County Treasurer and countersignature of the County Auditor. Additional responsibilities of the County Treasurer include signatory authority for all payroll related payments with the countersignature of the County Auditor. Also, the County Treasurer is responsible for the reconciliation of all bank accounts upon which the Treasurer acts as signatory. The County Treasurer prepares and submits all required reports and payments to the State of Texas and serves as Secretary to the Bail Bond Board. In addition, the County Treasurer serves as the Certified Investment Officer for the County relative to all requirements of the Public Funds Investment Act.

OFFICES CREATED BY LEGISLATIVE LAW

County Court at Law

There are four County Courts-at-Law in Williamson County, each created by the legislature. The countywide electorate elects each of the County Court at Law judges. These courts have jurisdiction in all eminent domain/condemnation cases, misdemeanor cases, probate, and mental illness and chemical dependency matters. The County Courts-at-Law have concurrent jurisdiction with the District Courts in family law cases, including divorces, child custody cases and in civil matters where the amount in controversy does not exceed $250,000 (exclusive of punitive or exemplary damages, costs, and interest). The County Courts-at-Law have appellate jurisdiction in all appeals in criminal and civil cases from Justice Courts and Municipal Courts. Along with these duties, the County Court at Law Judges and the District Judges appoint the Community Supervision and Corrections Department Director.

County Auditor

The County Auditor is appointed by the District Judges and serves as the Chief Accounting Officer of the County. The County Auditor has general oversight of all County records and is responsible per statute, for projecting revenue during the budget process. The County Auditor must sign all checks written for the County. It is the responsibility of the County Auditor's office to audit each fee collecting office at least once each quarter. Financial reporting is also performed by the County Auditor's office. The County Auditor is responsible for the creation of the Annual Comprehensive Financial Report (ACFR) and the Popular Annual Financial Report (PAFR), that is submitted each year to the Government Finance Officers Association for review. In addition, the County Auditor oversees the payroll and accounts payable function for the entire County. Other responsibilities include accounting for fixed assets and administering and reporting all grant funds received from the state and federal government and other entities. The County Auditor also serves as the fiscal officer for the Community Services and Corrections Department and Chief Fiscal Officer for Juvenile Services.

Budget Officer

In a county with a population of more than 125,000 the Commissioners Court may appoint a Budget Officer. The Budget Officer is responsible for preparing a county budget for the fiscal year. In preparing or monitoring the budget, the Budget Officer may require the County Auditor or any other district, county, or precinct officer of the county to provide any information necessary for the Budget Officer to properly prepare or monitor the budget. The county budget is approved by Commissioners Court.

Regional Animal Shelter Director

The mission of the Regional Shelter Director is to ensure humane care is provided to all animals in the shelter, to assist the participating entities in enforcing state law and local ordinances, and to otherwise serve the citizens in a cost-effective manner. The Regional Shelter Director takes responsibility for animal shelter operations and staff by developing and enforcing policies and procedures that are compliant with local, state and federal law. Priorities include development and maintenance of budgetary and financial goals, communication and relationships with regulatory agencies, Commissioners Court, Shelter Board and officials from all city/county entities. The director also monitors and reports trends which may be used to facilitate planning of programs consistent with the success of overall shelter goals. The Shelter Director is hired by County officials utilizing input from the Regional Animal Shelter's Board of Directors.

Chief Juvenile Probation Officer

The Williamson County Juvenile Board is comprised by state statute (TAC) of all District Judges and the County Judge. The board is tasked with appointing a chief executive officer to administer all Juvenile Services to Williamson County Youth and Families. Duties of the chief juvenile officer include developing a department budget, hiring officers, developing operating policies and procedures in alignment with state standards and maintaining operations of all segments of youth services including the following. Currently there are four office locations, one in each county precinct. The central office or Juvenile Justice Center houses Central Administration, the Juvenile Court, the Juvenile Detention Center, C.O.R.E. Residential Treatment Center, S.T.E.P. the Juvenile Justice Alternative Education program, Prevention Services, and Georgetown Court and Field Services. The remainder of Field Services are administered through additional branch office locations in the cities of Round Rock, Taylor, and Cedar Park. 165 full-time employees including youth engagement specialist (juvenile probation and supervision offices), case managers, counselors, social workers, teacher, nurses, specialists, supervisors, administrators, support staff, and additional part-time staff and contract professionals focus their daily efforts on executing and supporting the WCJS Vision – "Making a difference in our community: creating opportunities for positive change through hope, empowerment, prevention and accountability." WCJS offers robust services and programs to youth and families including, but not limited to, prevention and early intervention services, direct-care supervision and support, community supervision and engagement, court services, legal advocacy, on-site education and school services, case management, parent enrichment, electronic monitoring, family preservation, crisis intervention, home and school-based services, counseling, sexual behavior treatment and polygraph, psychiatric medication management, mental health and psychological assessment/evaluation, substance use intervention and treatment, on-site medical services, and residential treatment. WCJS operates under a comprehensive trauma-informed and relational framework; balancing accountability, youth and family rehabilitation, and community protection.

County Emergency Services Senior Director

The County Judge, with the advice and consent of Commissioners Court, appoints the Senior Director of Emergency Services of Williamson County. It is the Senior Director's duty to control and direct the areas of Emergency Management, Emergency Communications, Fire Marshal-Special Operations, MOT (Mobile Outreach Team), Wireless Communications, and EMS (Emergency Medical Services). It is the responsibility of the senior director to serve as liaison between municipal districts, county, regional, state and federal emergency management functions as well as other emergency management organizations. Emergency Management will respond to local disasters by coordinating recovery activities with local, regional and state entities. The area of Fire Marshal – Special Operations is responsible for responding to hazardous material spills, swift-water rescue, and technical rescue within the county and the region. The Fire Marshal's Office enforces the fire code and conducts fire investigations. MOT responds to mental health crisis calls in the county in coordination with the various law enforcement agencies within the county. Emergency Communications handles all 911 communications between the general public and County, City and Special District Agencies tasked with rapid response. Wireless Communications manages the radio system between the various Public Safety Agencies within the County. EMS responds to all emergency medical calls and handles transport of patients within the county except within the City of Georgetown.

County Extension Service Agent

The Williamson County Office of the Texas Agricultural Extension Service is a unique partnership between the County Commissioners Court and the Texas A & M University System. County Extension Agents provide outreach education to the citizens of Williamson County in the areas of Agriculture, Family and Consumer Sciences, 4-H, Youth Development, and Horticulture. Agents utilize research-based information to conduct workshops, clinics, tours, meetings and programs, as well as preparing news releases and web-based education. The Extension Service values and promotes citizen and community involvement, research-based education, lifelong learning, and volunteerism.

CSCD Director

The Community Supervision and Corrections Department (also known as Adult Probation Department) Director is appointed by the District and County Court at Law Judges with criminal jurisdiction. The department is responsible for supervising adult offenders placed on community supervision as well as offenders placed in the department's 100-bed intensive inpatient substance abuse program referred to as the Central Texas Treatment Center. The department's mission is to serve the community by providing Defendants the opportunity to change their behavior through evidence-based practices and client centered supervision. The CSCD operates its own Outpatient Services Department providing offenders high quality, evidence-based programing at costs much lower than can typically be found in the private sector. The department also operates several specialized caseloads including specialized supervision for sex offenders, special needs offenders, offenders required to be monitored on electronic monitoring or surveillance, and offenders required to have ignition interlock devices that monitor alcohol use in their vehicles. The department receives most of its funding from state funds and Court ordered offender fees. The Texas Department of Criminal Justice-Community Justice Assistance Division provides grant and operational funds, and department oversight.

Elections Administrator

The Elections Administrator is the County Elections Official and is appointed by the Williamson County Elections Commission. The duties of the Elections Administrator include all voter registration activities for over 378,856 registered voters in 94 precincts and the conduct of election activities for more than 44 county, city, and school governments, as well as 67 municipal and special utility districts. Duties also include the preparation and maintenance of appropriate political jurisdiction maps. The Elections Administrator prepares elections contracts and conducts elections for federal and state elections, and for local elections when requested. Duties include the selection and coordination of poll sites, selection and training of poll workers, and preparation of ballot materials. The Elections Administrator serves as the repository for local officials' campaign and expenditure reports. The Elections Administrator provides information to the public regarding voter registration and elections and serves as a liaison to the Secretary of State regarding elections issues.

Facilities Senior Director

The County Judge appoints the Facilities Senior Director with the advice and consent of the Commissioners Court. The Facilities Senior Director oversees all County facilities construction activities and ensures the quality and completion of maintenance and repair for all County-owned buildings and grounds. Maintenance includes all major and minor repairs to County facilities, supervision and execution of all janitorial and grounds maintenance contracts, and review/approval of payments to suppliers, contractors, and utilities.

Human Resource Senior Director

The Human Resource (HR) Senior Director for Williamson County is appointed by the County Judge with the advice and consent of the Commissioners Court. The Senior Director must ensure the County follows state and federal hiring laws, that applicants meet the qualifications of a particular job opening and that the public is notified when a job opening becomes available within the County. The HR Senior Director is responsible for the management of the Self-Funded Benefits Plan and various other medical and dental benefit plans offered by the County as well as life and disability insurance, workers' compensation insurance, the wellness program and the employee assistance program. The HR Senior Director also monitors the claims disbursement made under the Self-Funded Benefits Plan and must ensure the various benefits plans are administered in compliance with federal laws and regulation. The HR Senior Director must ensure the County complies with the Drug-Free Workplace Policy, the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA). The Senior Director ensures compliance with Williamson County compensation policies and directs the biannual salary study process.

Infrastructure Services Senior Director

The County Judge, with the advice and consent of the Commissioners Court, appoints the Senior Director of Infrastructure Services of Williamson County. It is the Senior Director's duty to control and direct the areas of Fleet Services, the County Engineer's Office and the Road and Bridge Division. It is the responsibility of the senior director to serve as a liaison with local, state, county, and federal organizations. Fleet Services personnel maintain Williamson County's fleet of vehicles and equipment; make recommendations, during the budget process, for equipment replacement needs of county departments and assist in defining what types of equipment should be purchased. The Road and Bridge Division of Williamson County has the responsibility for the maintenance and repair of all County roads, bridges, drainage structures and ditches pertaining to the road system in Williamson County. The County Engineer's Office is responsible for planning, design and inspection of roadway and drainage facilities required to provide for the safe, economical and productive operation of the County's transportation system. The County Engineer's Office is additionally responsible for land development coordination activities such as plat review for the unincorporated areas within the County.

Parks Department Senior Director

The County Judge appoints the Parks Department Senior Director with the advice and consent of the Commissioners Court. The Parks Department Senior Director is responsible for the development, operation, and maintenance of County parks, trails and preserves. The Parks Department Senior Director also provides for safe and secure facilities and coordinates park related development and activities with cities in the County.

Purchasing Agent

The Purchasing Agent is appointed by the Commissioners Court. The Purchasing Agent is responsible for carrying out the purchasing function as prescribed by law and for administering the procedures prescribed by law for notice and public bidding for county purchases and contracts. The County Purchasing Agent purchases all supplies, materials and equipment required or used by the county and contracts for all repairs to purchased equipment, as needed. The Purchasing Agent has the responsibility of providing an accounting for all property on hand annually to the County Auditor and the Commissioners Court.

Technology Services Senior Director

The County Judge, with the advice and consent of the Commissioners Court, appoints the Technology Services Senior Director of Williamson County. It is the Technology Services Senior Director's duty to oversee the functions of Technology Services (TS), Geographic Information Systems (GIS), 911 Addressing and Records Management (RM) for the County. TS includes installing new systems, protecting computer-stored records, maintaining control of daily Data Lifecycle functions, troubleshooting within County offices as computer-related issues arise as well as supporting County-wide telecommunications. GIS includes management of the central GIS database and interfaces as well as providing GIS, GPS, and related services to County departments and the public. 911 Addressing includes maintaining the 911 telephone database for the entire County and providing addressing services for the unincorporated areas and small cities. RM functions include warehousing and protecting records from the various County departments, monitoring and coordinating destruction schedules, and warehousing and coordinating the disposal of assets as the assets exceed their useful life. In addition, the Technology Services Senior Director oversees County mail courier functions.

Veterans Services Officer

In a county with a population of 200,000 or more the Commissioners Court shall maintain a Veterans County Service office. The Commissioners Court appoints the County Veterans Services Officer and the number of Assistant County Veterans Services Officers that it considers necessary. Veterans Services staff assists veterans and their families with information on programs and services that are available for individuals that have served in the armed forces. They also help them file for and receive their entitled benefits from the Department of Veterans Affairs. Programs and services available include educational benefits, vocational benefits, disability retirement, obtaining lost military records and more.

Federal and State Award Programs

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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Honorable County Judge
and County Commissioners
Williamson County, Texas

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Williamson County, Texas (the County) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 24, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

The Honorable County Judge
and County Commissioners
Williamson County, Texas

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 24, 2023

Independent Auditor's Report on Compliance for Each Major Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance and State of Texas Uniform Grant Management Standards

To the Honorable County Judge
and County Commissioners
Williamson County, Texas

Report on Compliance for Each Major Federal and State Program

Opinion on Each Major Federal and State Program

We have audited the compliance of Williamson County, Texas (the County) with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement and State of Texas Uniform Grant Management Standards (UGMS) that could have a direct and material effect on each of the County's major federal and state programs for the year ended September 30, 2022. The County's major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and UGMS. Our responsibilities under those standards, the Uniform Guidance, and UGMS are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal and state program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the County's federal and state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and UGMS will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal and state program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and UGMS we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and UGMS, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal and state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal and state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal and state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

The Honorable County Judge
and County Commissioners
Williamson County, Texas

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and UGMS. Accordingly, this report is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Austin, Texas
March 24, 2023

Williamson County, Texas
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended September 30, 2022

Section 1. Summary of Auditor's Results

Financial Statements

An unmodified opinion was issued on the financial statements.

Internal control over financial reporting:

Material weakness(es) identified?	____ Yes __X__ No
Significant deficiencies identified that are not considered to be material weakness(es)?	____ Yes __X__ None reported
Noncompliance material to financial statements noted?	____ Yes __X__ No

Federal and State Awards

Internal control over major programs:

Material weakness(es) identified?	____ Yes __X__ No
Significant deficiencies identified that are not considered to be material weakness(es)?	____ Yes __X__ None reported

An unmodified opinion was issued on compliance for major programs.

Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance, or State of Texas Uniform Grant Management Standards?	____ Yes __X__ No

Identification of major federal programs:

20.205	Highway Planning & Construction Cluster
21.019	COVID-19 - Coronavirus Relief Funds
21.027	COVID-19 - Coronavirus State and Local Fiscal Recovery Funds

Identification of major state programs:

	Flood Plain Grant
Dollar threshold use to distinguish between type A and type B programs?	$811,151 - Federal
	$300,000 - State
Auditee qualified as low-risk auditee?	__X__ Yes ____ No

Section 2. Financial Statement Findings

None

Section 3. Federal and State Award Findings and Questioned Costs

None

Section 4. Schedule of Prior Audit Findings and Questioned Costs

None

Williamson County, Texas

Schedule of Expenditures of Federal and State Awards
For the Fiscal Year Ended September 30, 2022

Federal Grantor/ Pass Through Grantor Program Title	Federal Assistance Listing Number	Grant or Identifying Number	Pass-Through to Non-State Entities	Expenditures Direct	Expenditures Total
FEDERAL AWARDS					
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Passed Through Texas Department of Family and Protective Services					
Title IV-E Contract (Legal)	93.658	HHS00285100010	$ -	$ 23,812	$ 23,812
Texas Health and Human Services Commission	93.788	HHS000563100001	-	191,523	191,523
Total Passed Through Texas Department of Family and Protective Services			-	215,335	215,335
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			-	215,335	215,335
Passed Through Texas Parks & Wildlife Department					
Wilco Regional Habitat Conservation	15.615	CA-0002862		102,065	102,065
Twin Springs Restoration	15.615	CA-0001117	-	11,090	11,090
Total Passed Through Department of Agriculture			-	113,155	113,155
TOTAL U.S. DEPARTMENT OF THE INTERIOR			-	113,155	113,155
U.S. DEPARTMENT OF HOMELAND SECURITY					
Passed Through Texas Office of the Governor - Division of Emergency Management					
Homeland Security - Hazmat Monitor & Maintenance	97.067	EMW-2021-SS-00062	-	25,499	25,499
Homeland Security - Hazmat Response ID Equipment	97.067	EMW-2020-SS-00054	-	73,625	73,625
Total Passed Through Texas Office of the Governor - Division of Emergency Management			-	99,124	99,124
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY			-	99,124	99,124
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Direct Programs					
Community Development Block Grant	14.218	B-16-US-48-0502	25,000	-	25,000
Community Development Block Grant	14.218	B-17-US-48-0502	2,974	-	2,974
Community Development Block Grant	14.218	B-18-US-48-0502	133,208	-	133,208
Community Development Block Grant	14.218	B-19-US-48-0502	1,346,192	-	1,346,192
Total Direct Programs			1,507,374	-	1,507,374
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			1,507,374	-	1,507,374
U.S. DEPARTMENT OF JUSTICE					
Direct Programs					
Equitable Sharing Program	16.922	TX2460000 410411	-	71,831	71,831
Total Direct Programs			-	71,831	71,831
Passed Through Office of Justice Programs					
State Alien Assistance Program (SCAAP)	16.606	15PBJA-20-RR-00108-SCAA	-	195,508	195,508
Wilco Veterans Court Enhancement Grant	16.585	2020-VC-BX-0093	-	64,997	64,997
Wilco DWI Court Enhancement Grant	16.585	2020-MU-BX-0103	-	66,235	66,235
UT Of Austin	16.540	2020-JX-FX-K003	-	23,052	23,052
Family Drug Court Grant	16.838	15PJDP-21-GG-04528-COAP	-	28,426	28,426
Total Passed through Office of Justice Programs			-	378,218	378,218
TOTAL U.S. DEPARTMENT OF JUSTICE			-	450,049	450,049

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

Williamson County, Texas

Schedule of Expenditures of Federal and State Awards – Continued
For the Fiscal Year Ended September 30, 2022

Federal Grantor/ Pass Through Grantor Program Title	Federal Assistance Listing Number	Grant or Identifying Number	Pass-Through to Non-State Entities	Expenditures Direct	Expenditures Total
FEDERAL AWARDS					
U.S. DEPARTMENT OF TRANSPORTATION					
Passed Through Texas Department of Transportation					
Highway Planning & Construction Cluster					
IH 35 from RM 1431 to SH45 Operational Study -	20.205	0015-09-167	$ -	$ 46,955	$ 46,955
RM2243 from US 183A to IH-35	20.205	2103-01-038	-	1,539,000	1,539,000
Total Highway Planning & Construction Cluster			-	1,585,955	1,585,955
Total Passed Through Texas Department of Transportation			-	1,585,955	1,585,955
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			-	1,585,955	1,585,955
U.S. DEPARTMENT OF TREASURY					
Direct Programs					
Equitable Sharing Program	21.000	TX2460000 410412	-	51,046	51,046
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	NA	624,297	1,393,136	2,017,433
COVID-19 - Coronavirus Relief Funds	21.019	NA	18,696,653	2,302,243	20,998,896
Total Direct Programs			19,320,950	3,746,425	23,067,375
TOTAL U.S. DEPARTMENT OF TREASURY			19,320,950	3,746,425	23,067,375
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 20,828,324	$ 6,210,043	$ 27,038,367
STATE AWARDS					
OFFICE OF THE ATTORNEY GENERAL					
Direct Programs					
2022 Texas Vine Program		2219715	$ -	$ 30,143	$ 30,143
Total Direct Programs			-	30,143	30,143
TOTAL OFFICE OF THE ATTORNEY GENERAL			-	30,143	30,143
OFFICE OF THE GOVERNOR					
Passed Through Criminal Justice Division					
2022 Veterans Treatment Court Grant		2022-SF-ST-0015	-	83,360	83,360
2023 Veterans Treatment Court Grant		2023-DC-ST-0012	-	3,818	3,818
2022 The Purpose Project Grant		2022-SF-ST-0015	-	20,000	20,000
2022 Special Victims Unit Felony Prosecutor Grant		15JOVW-21-GG-00566-STOP	-	76,710	76,710
2023 Special Victims Unit Felony Prosecutor Grant		15JOVW-22-GG-00453-STOP	-	8,234	8,234
2022 Family Recovery Court Grant		2022-DC-ST-0012	-	3,910	3,910
Total Passed Through Criminal Justice Division			-	196,032	196,032
TOTAL OFFICE OF THE GOVERNOR			-	196,032	196,032
TEXAS WATER DEVELOPMENT BOARD					
Direct Programs					
Flood Plain Grant		G1001290	-	2,191,912	2,191,912
Total Direct Programs			-	2,191,912	2,191,912
TOTAL TEXAS WATER DEVELOPMENT BOARD			-	2,191,912	2,191,912

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

Williamson County, Texas

Schedule of Expenditures of Federal and State Awards – Continued
For the Fiscal Year Ended September 30, 2022

State Grantor/ Pass Through Grantor Program Title	Federal Assistance Listing Number	Grant or Identifying Number	Pass-Through to Non-State Entities	Expenditures Direct	Expenditures Total
STATE AWARDS					
TEXAS A&M FOREST SERVICE					
Direct Programs					
2022 COVID		TX-TXS-022008-0026A	$ -	$ 15,099	$ 15,099
Total Direct Programs			-	15,099	15,099
TOTAL TEXAS A&M FOREST SERVICE			-	15,099	15,099
TEXAS PARKS AND WILDLIFE DEPARTMENT					
Direct Programs					
2019 Go Program		52-000840	-	10,798	10,798
Total Direct Programs			-	10,798	10,798
TOTAL TEXAS PARKS AND WILDLIFE DEPARTMENT			-	10,798	10,798
TEXAS INDIGENT DEFENSE COMMISSION					
Direct Programs					
Texas Indigent Defense Formula Grant		212-22-246	-	247,887	247,887
Transformative Justice		212-22-D08	-	110,186	110,186
Total Direct Programs			-	358,073	358,073
TOTAL TEXAS INDIGENT DEFENSE COMMISSION			-	358,073	358,073
TEXAS VETERANS COMMISSION					
Direct Programs					
2021 Veterans Treatment Court		N/A	-	5,085	5,085
Total Direct Programs			-	5,085	5,085
TOTAL TEXAS VETERANS COMMISSION			-	5,085	5,085
TOTAL EXPENDITURES OF STATE AWARDS			$ -	$ 2,807,142	$ 2,807,142
TOTAL EXPENDITURES OF FEDERAL AND STATE AWARDS			$ 20,828,324	$ 9,017,185	$ 29,845,509

The Notes to the Schedule of Expenditures of Federal and State Awards are an integral part of this statement.

Note 1. General

The accompanying schedule of expenditures of federal and state awards presents the activity of all applicable federal and state awards of Williamson County, Texas (the County). The County's reporting entity is defined in Note 1 to the County's financial statements. Federal and state awards received directly from federal and state agencies as well as federal and state awards passed through other government agencies are included in the respective schedule. Negative amounts shown in the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures.

Note 2. Basis of Accounting

The accompanying schedule of expenditures of federal and state awards is presented using the modified accrual basis of accounting. Expenditures are recognized when the related fund liability is incurred. Federal grants are considered to be earned to the extent of expenditures made under the provisions of the grant and, accordingly, when such funds are received they are recorded as deferred revenue until earned.

Note 3. Relationship to Federal Financial Reports

Grant expenditure reports as of September 30, 2022, which have been submitted to grantor agencies will, in some cases, differ slightly from amounts disclosed herein. The reports prepared for grantor agencies are typically prepared at a later date and often reflect refined estimates of year-end accruals. The reports will agree at termination of the grant as the discrepancies noted are timing differences.

Note 4. Indirect Cost Rate

The County has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

WILLIAMSON COUNTY, TEXAS

Popular Annual Financial Report
Fiscal Year End September 30, 2022







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What is the PAFR?

The Popular Annual Financial Report (PAFR) provides a less technical discussion of the County finances by providing important financial data that presents a brief explanation on where the county-wide resources come from, how those dollars are spent, and how those transactions benefit the citizens.

Where Information comes From:

The PAFR is generated using the financial information taken from the 2022 Annual Comprehensive Financial Report (ACFR) that was audited by Weaver and Tidwell, LLP with an unmodified opinion. An unmodified opinion indicates the financial statements are prepared according to Generally Accepted Accounting Principles (GAAP) and are free of material misstatements concerning the overall financial position of the County. Both the Annual Comprehensive Financial Report and PAFR are available at:
https://wilco.mygovcenter.com/cms/cms?id=82.



Photography Credits: Parks, EMS, SO, Public Information System, HNTB, Paul McIntier, Andy Sharp

Message from the County Auditor



Dear Citizens of Williamson County,

It is my pleasure to present the Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2022. This financial summary includes discussions of County initiatives and trends in the local economy. The document provides important financial data that presents a brief explanation on where the county-wide resources come from, how those dollars are spent and how those transactions benefit the citizens.

Even though certain sectors of the economy have been impacted by the pandemic, the regional economy continues to grow. The County continues to experience major job growth, proliferation of business, and residential development. Since 2011, the county's population has grown by 45 percent. Last year, the County had the fourth fastest population growth in the State. Williamson County's growth has been fueled by its location on the I-35 corridor and close access to Austin, Texas. The tech sector has become the primary driver of jobs in the region. Dell Technologies, Amazon.com Inc., Apple Inc., IBM Corp, and Tesla Inc are the top five tech employers in the region. Samsung has broken ground on a $17 billion semiconductor factory. The 6 million square foot plant will bring 2,000 jobs to eastern Williamson County and is the largest investment Samsung has made in the United States. The County's unemployment rate decreased from 3.6% in September 2021 to 2.8% in September 2022.

Taxable Assessed Valuation (TAV) growth has been solid, spurred by affordable home prices and ample developable land which fuels property tax revenue growth. In fiscal year 2022 TAV grew 16%. The AAA credit rating that Williamson County continues to maintain provides further assurances that Williamson County is a great steward of our citizen's money.

This report is not intended to replace the Annual Comprehensive Financial Report; the function of this report is to provide a readable and understandable format regarding the County's finances. Both the Annual Comprehensive Financial Report and PAFR are available on our website: https://wilco.mygovcenter.com/cms/cms?id=82. I invite you to share any questions, concerns, feedback or recommendations you may have by emailing jkiley@wilco.org.

Respectfully submitted,

Julie M. Kiley

Julie M. Kiley, CPA
Williamson County Auditor



County Government

County Judge



Commissioner Pct 1



Commissioner Pct 2



Commissioner Pct 3



Commissioner Pct 4



Williamson County
Elected Officials *

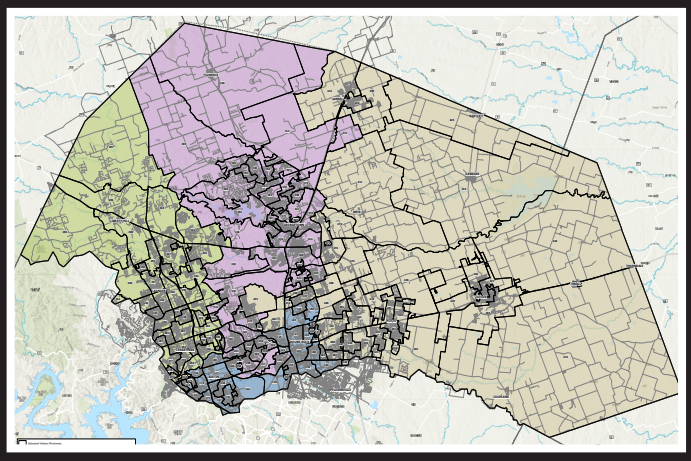
Donna King	Judge, 26th District Court
Stacey Mathews	Judge, 277th District Court
Sarah Bruchmiller	Judge, 368th District Court
Ryan D. Larson	Judge, 395th District Court
Betsy Lambeth	Judge, 425th District Court
Scott K. Field	Judge, 480th District Court
Bill Gravell, Jr.	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Russ Boles	Commissioner, Precinct 4
Mickey Chance	Constable, Precinct 1
Jeff Anderson	Constable, Precinct 2
Matthew Lindemann	Constable, Precinct 3
Paul Leal	Constable, Precinct 4
Doyle “Dee” Hobbs	County Attorney
Nancy Rister	County Clerk
Brandy Hallford	Judge, County Court at Law 1
Laura Barker	Judge, County Court at Law 2
Doug Arnold	Judge, County Court at Law 3
John B. McMaster	Judge, County Court at Law 4
Will Ward	Judge, County Court at Law 5
D. Scott Heselmeyer	County Treasurer
Shawn Dick	District Attorney
Lisa David	District Clerk
KT Musselman	Justice of Peace, Precinct 1
Angela Williams	Justice of Peace, Precinct 2
Evelyn McLean	Justice of Peace, Precinct 3
Rhonda Redden	Justice of Peace, Precinct 4
Mike Gleason	Sheriff
Larry Gaddes	Tax Assessor/Collector

* As of January 1, 2023

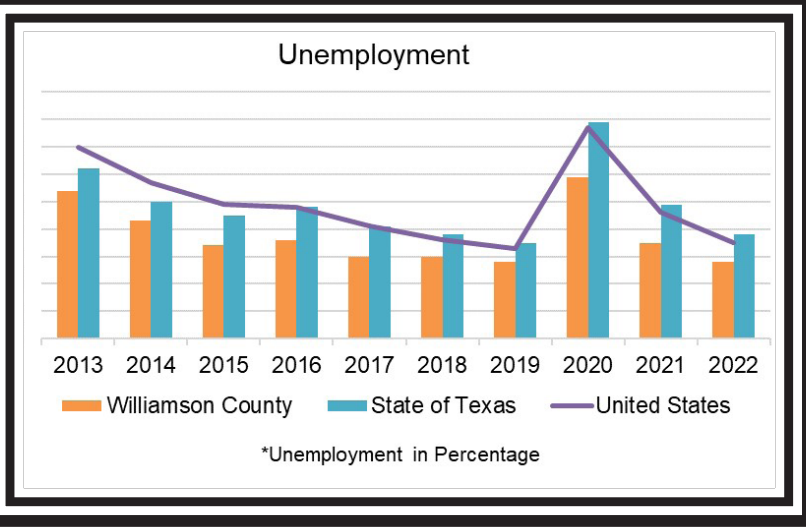


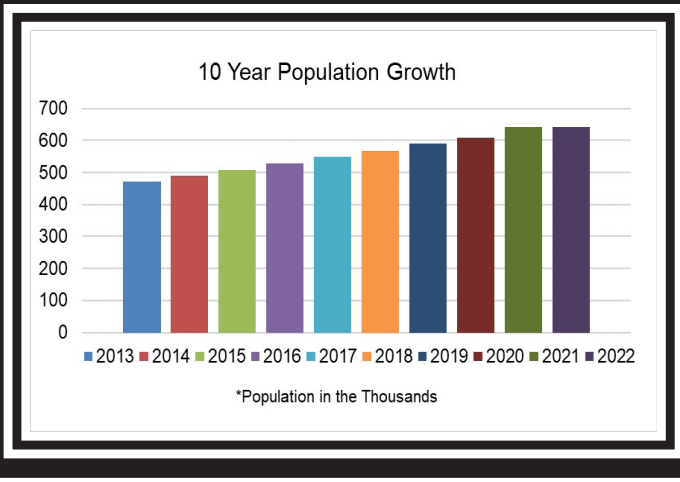
About Williamson County

Established in 1848, Williamson County is centrally located in the State of Texas adjacent to Travis County. Williamson County continues to be one of the top growing areas in the State of Texas and in the country. Williamson County occupies a land area of 1,135 square miles and provides services to an estimated population of 643,026. The unemployment rate has been lower than the national average. The county unemployment rate decreased from 3.6% in September 2021 to 2.8% in September 2022; the rate was significantly lower than the national rate for September which decreased from 4.7% in 2021 to 3.5% in 2022. Williamson County has a mild climate, affordable housing, a low cost of living, and beautiful scenic vistas. County taxes are among the lowest in the state compared to counties of similar size. Unlike most states, Texas does not have a state income tax. These reasons make Williamson County one of the most desirable places to live and work in the United States.











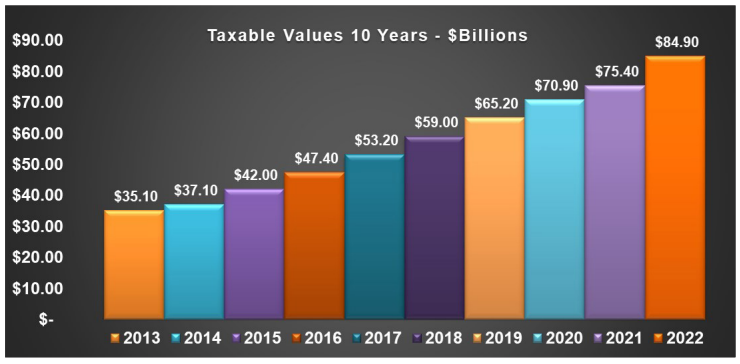


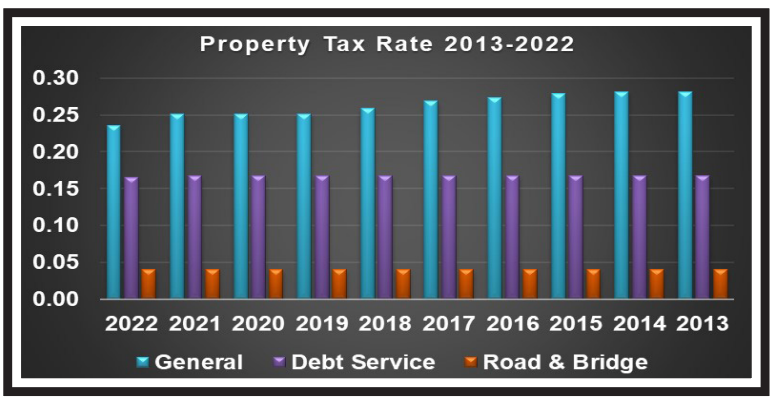
Property Tax Rate and Trends

Williamson County sets tax rates in three areas: General Fund, Debt Service, and Road & Bridge. The 2022 tax rate is $0.440846 per $100 value and broken down as follows:

- General Fund - $0.235846
- Debt Service - $0.165000
- Road and Bridge - $0.040000

The graphs to the right reflect the taxable values and changes in tax rates by each source since 2013.





Debt Service Fund

The Debt Service Fund is used to account for the accumulation of resources for, and payment of, general long-term debt (principal, interest, and issuance costs).

Road & Bridge Fund

The Road and Bridge Fund is a special revenue fund used to account for money received from taxes, vehicle registration, and rebates from the State of Texas. Expenditures in the fund are utilized for maintenance and construction of county roads and bridges.

The tables to the right provide the revenues, expenditures, and ending fund balance over the past three years for both the Debt Service Fund and Road & Bridge Fund.

Debt Service Fund - $M

	2022	2021	2020
Revenue	$139.62	$123.08	$115.57
Expenditures	$151.43	$123.79	$133.41
Excess (def) of Rev & Exp	$ (11.80)	$ (0.71)	$ (17.84)
Other financing sources (uses)	$ 12.29	$ (0.53)	$ 19.76
Net Change in Fund Balance	$ 0.48	$ (1.24)	$ 1.92
Beginning Fund Balance	$ 7.60	$ 8.84	$ 6.92
Ending Fund Balance	$ 8.08	$ 7.60	$ 8.84

Road & Bridge Special Revenue Fund - $M

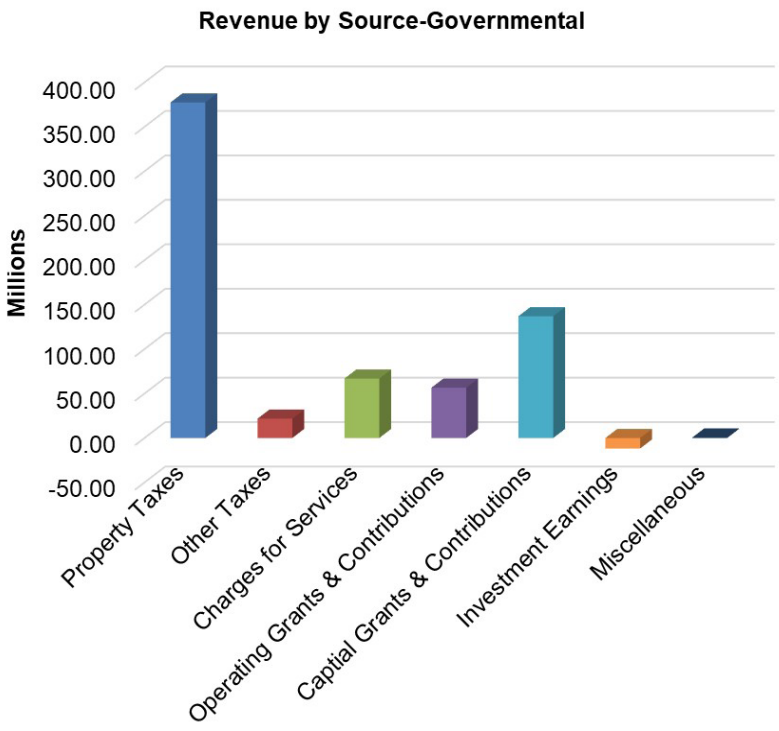
	2022	2021	2020
Revenue	$44.26	$38.39	$35.12
Expenditures	$30.94	$30.53	$27.96
Excess (def) of Rev & Exp	$13.33	$ 7.86	$ 7.16
Other financing sources (uses)	$ (8.19)	$ (5.90)	$ (7.78)
Net Change in Fund Balance	$ 5.13	$ 1.96	$ (0.62)
Beginning Fund Balance	$23.82	$21.86	$22.48
Ending Fund Balance	$28.95	$23.82	$21.86





Financial Trend Summary

Where the Money Comes From:





How Your Tax Dollars Are Spent:

General Government	Public Safety	Transportation	Judicial Services	Community Services
$95.24 (23%)	$109.40 (27%)	$89.82 (22%)	$32.90 (8%)	$45.20 (11%)

Conservation	Long-Term Debt
$.74 (.2%)	$32.44 (8%)

Total Expenses for FY 2022:

$405,755,837

*Tax Dollars shown are in Millions



Government-Wide Statements

Government-Wide Statements are designed to provide readers with a broad overview of Williamson County's finances in a manner similar to a private sector business. Both the Statement of Activities and Statement of Net position are presented in the Government-Wide Statements.

Statement of Activities presents information demonstrating how the County's net position changed during the current fiscal year. All changes in net position are reported shortly after the underlying event occurs regardless of the timing of related cash flows.

Wilco Public Safety Stats

	2022	2021	2020
Number of 911 Calls Received	119,259	111,941	79,825
EMS 911 Runs	33,710	29,839	25,804
EMS Tranfers Runs	844	337	719
Number of Total EMS Runs	34,554	30,176	26,523
Average EMS Response Time in Mins.	9:40	9:06	8:31
Average Jail Daily Population	620	575	493
Jail Bookings	9,354	6,938	8,109
Jail Releases	9,309	6,862	8,291
Jail Inmates at 9/30	617	578	500
Violations Report by Sheriff's Office	7,564	17,784	17,094
Annual Fire Inspections	1,573	329	-
Fire Investigations	40	51	-





Williamson County Financial Activity Statement

General Revenue	2022	2021	2020
Property Taxes:			
Levied for general purposes	$ 181,421,949	$ 171,768,414	$ 163,932,640
Levied for road & bridge	$ 34,399,660	$ 29,432,670	$ 27,439,690
Levied for debt service	$ 161,656,245	$ 139,783,452	$ 127,048,877
Other taxes	$ 21,774,138	$ 16,291,760	$ 11,304,726
Charges for Services	$ 66,871,959	$ 59,559,176	$ 53,133,045
Operating grants & contributions	$ 56,632,343	$ 53,433,019	$ 64,303,593
Capital grants & contributions	$ 137,008,334	$ 36,176,049	$ 49,873,724
Investment earnings	$ (11,761,190)	$ 2,325,656	$ 9,818,234
Miscellaneous	$ 577,475	$ 184,529	$ 376,854
Total Revenue	**$ 648,580,913**	**$ 508,954,725**	**$ 507,231,383**
Expenses			
General Government	$ 95,241,179	$ 81,509,475	$ 95,818,018
Public Safety	$ 109,407,176	$ 97,377,417	$ 109,312,387
Transportation Support	$ 89,819,635	$ 92,821,273	$ 81,453,260
Judicial	$ 32,902,982	$ 27,235,265	$ 30,242,867
Community Services	$ 45,197,557	$ 31,102,956	$ 30,383,602
Conservation	$ 740,997	$ 962,046	$ 1,373,775
Interest on long-term debt	$ 32,446,311	$ 35,118,001	$ 40,758,044
Total Expenses	**$ 405,755,837**	**$ 366,126,433**	**$ 389,341,953**
Monies Received over Services Rendered	**$ 242,825,076**	**$ 142,828,292**	**$ 117,889,430**





Fund Accounting

Fund Accounting groups revenue received into related accounts to maintain control over resources that have been segregated for specific activities. The County, like other State and Local Governments, uses fund accounting to ensure compliance with finance-related requirements. All funds of the County can be divided into three categories:

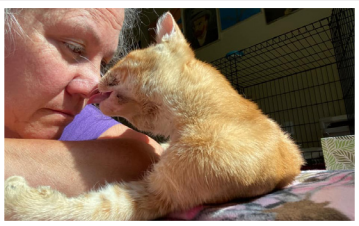
1. ***Governmental Funds*** are used to account for essentially the same functions as government-wide. However, the main function for governmental funds is to focus on near-term inflows and outflows of available resources as well as unencumbered balances at the end of the fiscal year. Williamson County maintains 56 governmental funds.
2. ***Proprietary Funds*** is an accounting tool used to accumulate and allocate costs internally among the County's various functions. The only type of proprietary fund maintained by the County is Internal Service Funds which includes the *Fleet Maintenance Fund* and the *Benefits Fund.*
3. ***Fiduciary Funds*** are used to account for resources held for the benefit of parties outside the County.

Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund

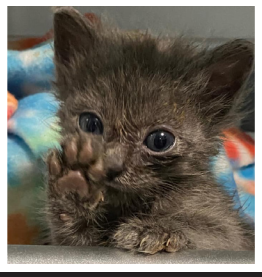
	2022	2021	2020
Revenue			
Taxes	$ 202,549,557	$ 187,802,861	$ 175,283,528
Fees of Office	$ 18,476,363	$ 16,951,289	$ 15,386,244
Fines & Forfeitures	$ 1,609,602	$ 1,601,140	$ 2,064,296
Intergovernmental	$ 1,988,137	$ 2,531,681	$ 3,349,657
Charges for Services	$ 18,234,562	$ 16,101,001	$ 14,437,429
Investment Income & Other	$ (2,531,080)	$ 656,953	$ 3,624,757
Miscellaneous	$ 1,729,832	$ 2,460,088	$ 1,149,326
Total Revenue	**$ 242,056,973**	**$ 228,105,013**	**$ 215,295,237**
Expenditures			
Current:			
General Government	$ 54,156,928	$ 47,024,253	$ 44,441,416
Public Safety	$ 102,380,136	$ 93,094,932	$ 92,535,288
Judicial	$ 31,073,275	$ 27,620,713	$ 27,446,018
Community Services	$ 13,660,479	$ 12,645,115	$ 10,985,854
Debt Service:			
Principal	$ -	$ -	$ 1,031,224
Interest and other charges	$ 1,679	$ -	$ 57,619
Capital Outlay	$ 2,521,081	$ 3,371,850	$ 6,150,277
Total Expenditures	**$ 203,793,578**	**$ 183,756,863**	**$ 182,647,696**
Excess of Revenues over Expenditures	$ 38,263,395	$ 44,348,150	$ 32,647,541
Other Financing Sources (Uses)			
Proceeds from Lease	$ 257,959	$ -	$ -
Proceeds from Sale of Capital Assets	$ 100,762	$ -	$ 189,232
Transfers In	$ 117,242	$ 163,903	$ 159,883
Transfers Out	$ (30,477,567)	$ (16,440,396)	$ (14,134,059)
Total Other Financing Sources (Uses)	$ (30,001,604)	$ (15,540,883)	$ (13,784,944)
Net Change in Fund Balances	$ 8,261,791	$ 28,807,267	$ 18,862,597
Fund Balance, Beginning	$ 167,826,908	$ 139,019,641	$ 120,157,044
Fund Balance, Ending	**$ 176,088,699**	**$ 167,826,908**	**$ 139,019,641**

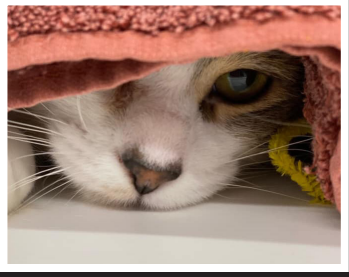
Wilco Services Stats

	2022	2021	2020
Function/Program:			
County Employees	1853	1812	1811
General Government			
Number of A/P checks issued	7,781	7,596	12,248
Number of outgoing A/P wires	201	193	164
Number of invoices processed	301,189	28,744	34,576
Number of Pcard charges	13,466	13,292	13,681
Number of electronic payments	6,138	5,910	6,451
Judicial			
Hot Check Cases			
Number of Checks Processed	67	61	418
Number of Theft by Check Cases Filed	4	12	51











Statement of Net Position

The ***Statement of Net Position*** presents information on all of the County's assets and liabilities. The difference between the assets and liabilities are reported as the net position. The Statement of Net Position is comprised of the following:

- **Capital Assets** represent the value of assets less depreciation and the associated outstanding debt incurred to purchase an asset.
- **Restricted Assets** include Debt Service, Road and Bridge, Capital Projects, Tobacco Fund, and other purposes that limit the use of certain assets.
- **Unrestricted Net Assets** are items that do not have to be held for specific reasons.
- **Deferred Outflows of Resources** are the consumption of net assets applied to a future reporting period.
- **Deferred Inflows of Resources** are the purchase of net assets by government that is applied to a future reporting period.

Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of Williamson County is improving or deteriorating. In 2022, total net position increased by $242.8 million compared to 2021 due to capital contributions and property taxes. Capital assets increased by $213.7 million because of ongoing county road improvements, right of way purchases, improvements to county buildings, and equipment purchases. The acceptance of several new subdivisions contributed to this increase. Noncurrent liabilities decreased by $71.6 million. This is due to defeasing a portion of the Series 2015 Unlimited Tax Road Bonds and the 2015 Certificate of Obligations. The total amounted defeased was $24.3 million. In addition, the scheduled debt payments this fiscal year caused the noncurrent liability to decrease.

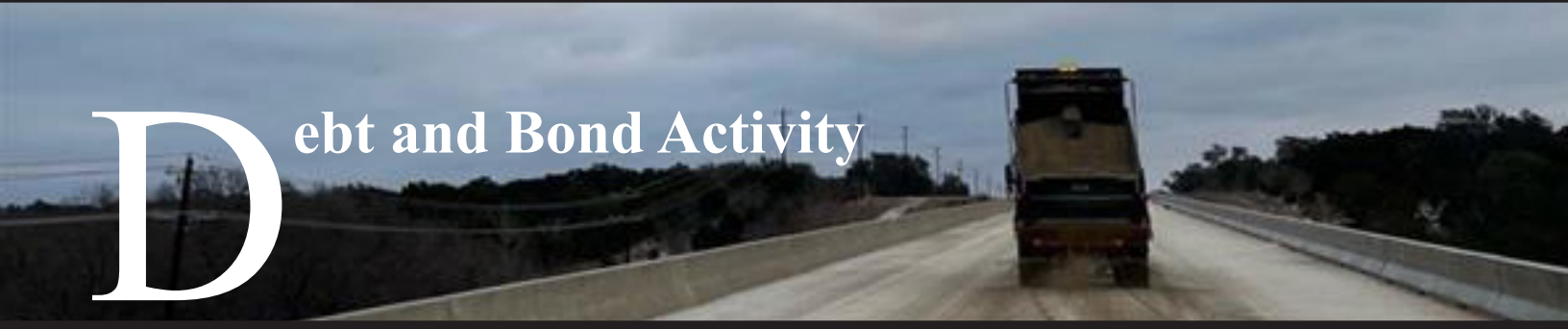
Williamson County
Condensed Statement of Net Position

	2022	2021	2020
Assets			
Current Assets	$ 1,142,279,920	$ 1,063,098,141	$ 854,155,714
Capital Assets	$ 1,322,064,178	$ 1,108,359,273	$ 1,037,647,828
Total Assets	**$ 2,464,344,098**	**$ 2,171,457,414**	**$ 1,891,803,542**
Deferred Outflows of Resources	$ 51,586,886	$ 62,801,834	$ 42,865,912
Total Deferred Outflows of Resources	**$ 51,586,886**	**$ 62,801,834**	**$ 42,865,912**
Liabilities			
Current Liabilities	$ 179,870,591	$ 132,579,328	$ 92,763,816
Noncurrent Liabilities	$ 1,298,827,821	$ 1,370,385,613	$ 1,260,030,927
Total Liabilities	**$ 1,478,698,412**	**$ 1,502,964,941**	**$ 1,352,794,743**
Deferred Inflows of Resources	$ 85,921,011	$ 22,807,822	$ 16,216,518
Total Deferred Inflows of Resources	**$ 85,921,011**	**$ 22,807,822**	**$ 16,216,518**
Net Position			
Invested in Capital Assets, net of Related Debt	$ 1,001,153,598	$ 270,544,977	$ 716,022,842
Restricted	$ 699,215,634	$ 606,279,506	$ 70,967,293
Unrestricted	$ (749,057,671)	$ (168,337,998)	$ (221,331,942)
Total Net Position	**$ 951,311,561**	**$ 708,486,485**	**$ 565,658,193**



Wilco Community Services Stats

	2022	2021	2020
Community			
Participants Sports Field Usage	102,578	99,575	80,777
Parks Dept Reservations	7,507	4,196	3,582
Rides of Miniature Train	41,768	39,040	23,741



Debt and Bond Activity

Pass-Through Toll Revenue

This program represents 9% of the County's outstanding bonds payable. Debt payments for this type of bond are backed by a revenue source other than tax revenues. Tax revenues will only be used should the primary revenue source default on payments. Currently, Williamson County has two Pass-Through agreements with the Texas Department of Transportation (TxDOT). In 2006, TxDOT and Williamson County signed an agreement for the County to build US 183A, US 79 (3 Sections), and RM 2338. The County has received a total of $127,009,375 for this contract. In 2011, Williamson County signed a second Pass-Through agreement with TxDOT for the construction of northbound frontage roads and ramps on IH-35 in Georgetown. On this agreement, TxDOT will reimburse a maximum of $12,096,700. The reimbursement from TxDOT to Williamson County is based on a calculation of $0.07 per vehicle mile traveled to allow no more than $1,099,700 compensated annually on the completed project. The remaining project being billed is IH-35 north bound frontage roads and ramps in Georgetown. The amount received to date is $6,459,490.

Refunded and Defeased Debt

In September 2022, the County redeemed and defeased $15.4 million of the 2015 Unlimited Tax Road Bonds and $8.9 million of the 2015 Certificate of Obligations. $25 million of debt service was deposited in an escrow account. This amount included $24.3 million in principal and the remainder in interest. The debt defeasance resulted in savings of $12.3 million in interest payments over the next 15 years. There were no refundings in fiscal year 2022.

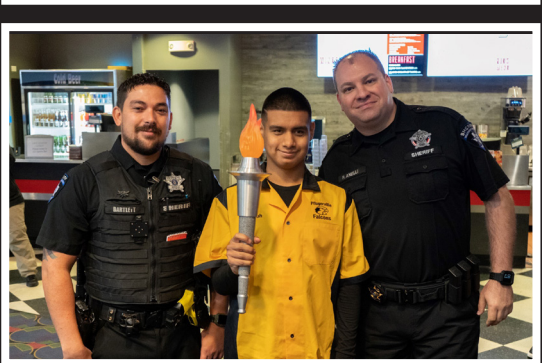
Since 2004, Williamson County has saved more than $103.4 million due to refinancing debt and has defeased a par value of $147.2 million for a total savings of $83.4 million.

Voter Approved Bonds

On November 5, 2019, Williamson County voters approved $412 million in road bonds and $35 million in park bonds, On July 20, 2022, the remainder of the 2019 Road Bonds were issued in the amount of $104,715,000. Both the road and park bond authorizations have been issued in full.













Major Capital Projects


CR 101

Wilco Transportation Stats

	2022	2021	2020
Transportation			
Roadway Resurfacing (CL Miles)	117	133	104
Asphalt Patches Applied (Tons)	14,380	18,700	19,800
Culvert Replacement & Maintenance	30	164	114
Mowing/Vegetation Control (Miles)	5,758	5,165	6,012
Signage Replacement (Each)	2,193	2,645	2,487

Major Capital Projects
Annual Expenditures FY 2022

Project Name	$M	Type
TAN ROW	$33.1	Road
CR 401/CR 404 Improvement	$16.1	Road
Westinghouse Road Ph 1	$10.1	Road
Southeast Corridor Study	$8.9	Road
LTP ROW	$7.9	Road
Great Oaks Drive Bridge	$5.8	Bridge
CR 200 Phase 1	$5.1	Road
Children's Advocacy Center	$5.0	Building
Corridor H/Sam Bass	$3.2	Road
CR 101 Phase 1	$3.1	Road

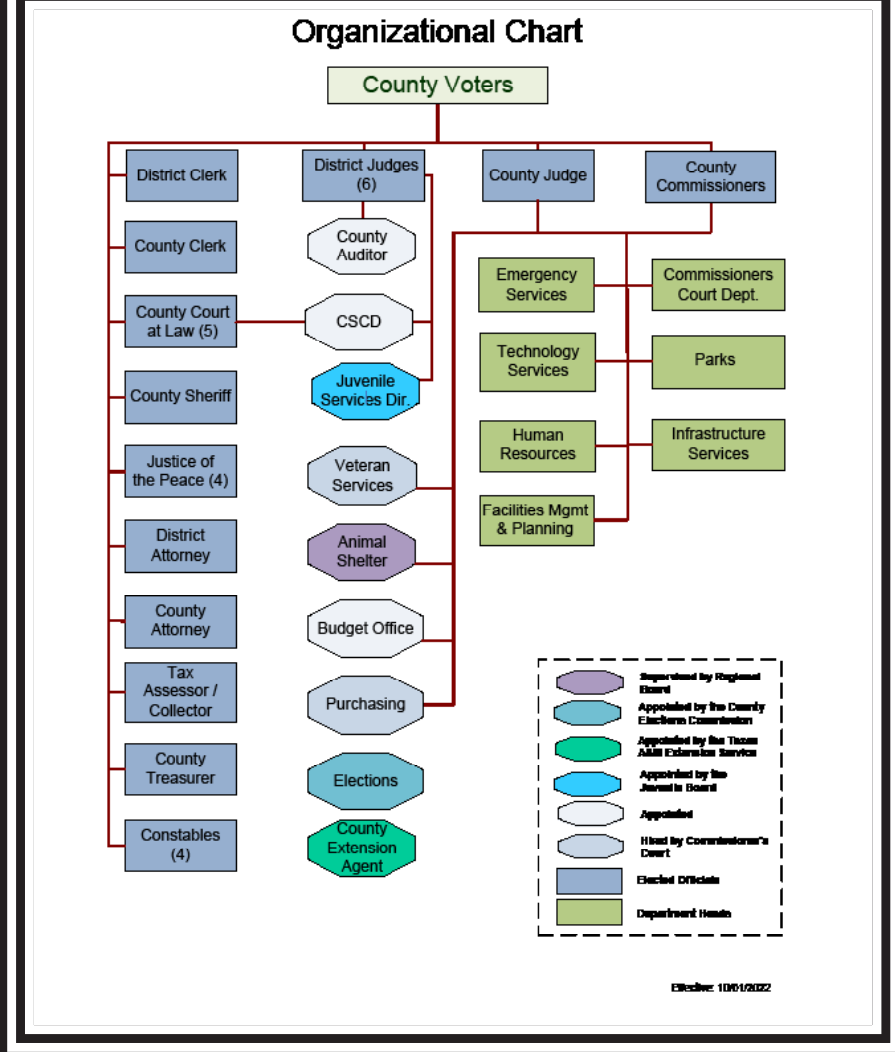

CR 401


Children's Advocacy Center


Great Oaks Bridge


Westinghouse

Williamson County Highlights



For fiscal year ended September 30, 2022 the Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR) to Williamson County for the 17th consecutive year.

In order to receive an Award for Outstanding Achievement, a government unit must publish a PAFR whose contents conform to programs standards of creativity, presentation, understandability, and reader appeal. We believe our current report continues to conform to the Popular Annual Financial Reporting requirements, and we are submitting the current year report to GFOA.

Government Finance Officers Association

Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

Williamson County Texas

For its Annual Financial Report For the Fiscal Year Ended

September 30, 2021

Christopher P. Morrill

Executive Director/CEO



Wilco Sheriff's Promotion and Award Ceremony



2022 Golden Post Award



State of Texas Law Enforcement Achievement Award

2022 Texas APCO Technical Professional of the Year Award





County Auditor's Office

County Auditor - *Julie M. Kiley, CPA*

First Assistant County Auditor - *Melanie Denny*

Financial Accounting:

Financial Director - *Ganae Hempe*
Assistant Financial Director - *Pam Navarrette*
Senior Accountant - *Cortney Husband*
Accountant II - *Jody Cook, Tomika Lynce, Andrea Bigon, San Juanita Ramos*
Accountant I - *Roxanne Salone, Dominic Johnson*
Accounting Specialist - *Nancy Schiller*

Accounts Payable/Payroll:

Payroll/Operations Manager - *Nathan Zinsmeyer*
Accounts Payable Manager - *Karen Knightstep*
Accounts Payable Lead - *Leticia Gomez*
Accounts Payable Auditor - *Jessica Blair,Teri Clough, Maddi Ereckson, Lisa Besler, Angella Faris, Miranda Stubbs*
Payroll Lead - *Diane Ostolaza*
Payroll Specialist - *Arcelia Kent*
Payroll/AP Auditor - *Nicole Alderete*

Internal Audit:

Internal Audit Director - *Jalyn Morris*
Contract Auditor - *Sara Greer*
Internal Auditor II - *Michael Hansen, Shari Champion*
Internal Auditor I - *Debbie Leatham, Bradley Power*

WILLIAMSON COUNTY
1848



Glossary

Assets - What the County owns (cash, investments, property, equipment, vehicles, etc.).

Bonds - A debt security in which the issuer is obligated to repay the principal and interest at a specified payment date.

Capital Outlay - Funds spent to purchase or construct buildings, machinery and equipment, vehicles, etc.

Expenditures - Acquisition of goods and services intended to create future benefits, such as infrastructure improvement.

Fund Balance - Fund equity for government funds which reflects the accumulated excess of revenues and other financing sources over expenditures and other financing uses.

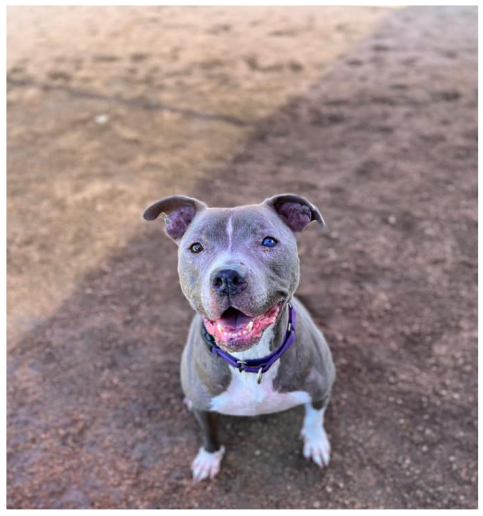
General Fund - The chief operating fund of the County.

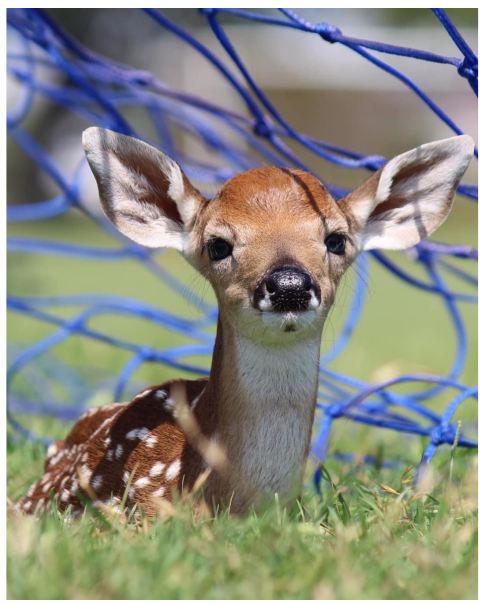
Liabilities - Future spending of revenue as a result of past transaction and other past events.

Net Position - The difference between assets plus deferred outflows of resources and liabilities plus deferred inflows of resources.

Noncurrent Liability - Include items such as bonds, loans, pension contributions and other obligations due more than one year in the future.

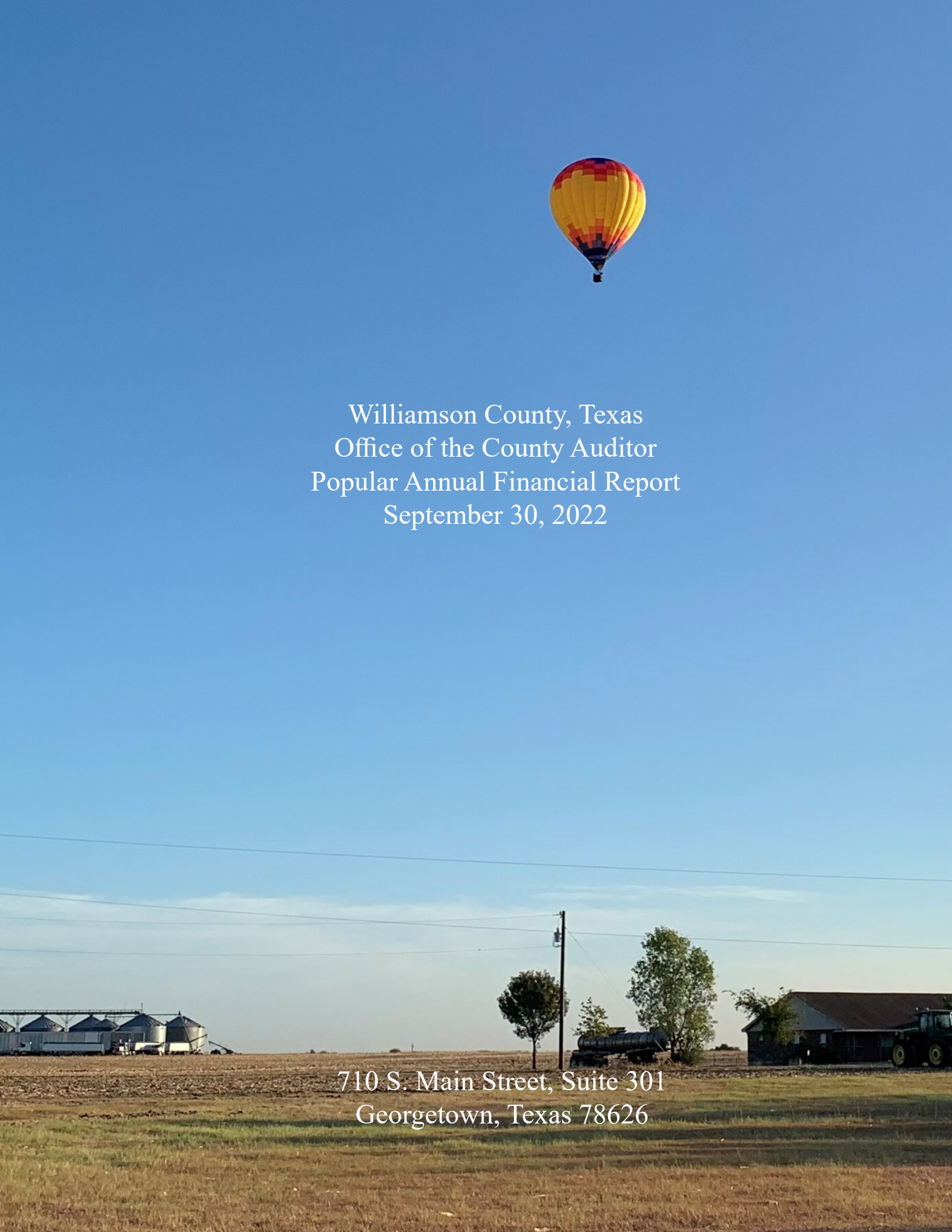
Revenue - Money Received by the government through collections of property taxes, fees of offices, charges for services, payments from other governmental entities, donations, and investment earnings.











Williamson County, Texas
Office of the County Auditor
Popular Annual Financial Report
September 30, 2022

710 S. Main Street, Suite 301
Georgetown, Texas 78626

Commissioners Court - Regular Session **30.**

Meeting Date: 04/11/2023

Discuss, consider, and take appropriate action on a proposed plan for a shared cost structure for non-County dispatche agencies.

Submitted By: Chris Connealy, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proposed plan for a shared cost structure for non-County dispatched agencies.

Background

The proposed plan is the result of a discussion between Emergency Communications, Technology Services, and two members of the Commissioners Court. The plan will set up cost-sharing with non-County agencies for emergency dispatch services and related technology. Costs were calculated by computer-aided dispatch (CAD) call volumes, department expenses, and technology utilization and would be phased into the full amount over a 3-year period.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pay for Dispatch Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2023 11:22 AM
Form Started By: Chris Connealy		Started On: 04/03/2023 10:20 AM
Final Approval Date: 04/03/2023		

Charge for Dispatch Services Projections

Projected Dispatch Service Expenses & Calls w/ Graduated Payments

Allotted Calls before Charge Initiated:	2,500
Cost per Call (FY 23):	$ 25.14

Allotted Technology Licenses before Charge Initiated:	15
Technology Minimum Charge:	$ 1,000.00

Partner Agencies; Dispatched by Wilco

Agency Name	Agency Abbv.	FY22 Actual Call Volume	# of Calls Alloted	Adjusted Volume	FY23 Annual 911 Expense	FY23 Annual IT Expense	Total Annual Charge	Graduated Payment Plan (Includes Projected Increases) FY24 = 33%	FY25 = 66%	FY26 = 100%
Avery Pickett/Taylor VFD	AVFD	303	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 660.00	$ 1,000.00
ESD 2/Sam Bass FD	SBFD	1,730	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 660.00	$ 1,000.00
ESD 3/Hutto FD	HUFD	3,902	2,500	1,402	$ 35,246.28	$ 1,000.00	$ 36,246.28	$ 14,291.85	$ 30,374.01	$ 48,829.34
ESD 4/Liberty Hill FD	LHFD	3,159	2,500	659	$ 16,567.26	$ 1,000.00	$ 17,567.26	$ 7,142.63	$ 15,646.62	$ 25,845.68
ESD 5/Jarrell FD	JAFD	1,603	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 660.00	$ 1,000.00
ESD 6/Weir FD	WEFD	388	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 660.00	$ 1,000.00
ESD 7/Florence FD	ESD7	878	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 660.00	$ 1,000.00
ESD 10/Thrall & Coupland	ED10	548	2,500	0	$ -	$ 3,453.13	$ 3,453.13	$ 1,173.72	$ 3,085.62	$ 4,815.43
Florence PD	FLPD	2,552	2,500	52	$ 1,307.28	$ 1,000.00	$ 2,307.28	$ 1,302.02	$ 3,971.66	$ 7,655.66
Granger VFD	GRFD	361	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 660.00	$ 1,000.00
Granger PD	GRPD	1,877	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 858.45	$ 1,339.70
Hutto ISD	HUSD	3,268	2,500	768	$ 19,307.52	$ 1,000.00	$ 20,307.52	$ 8,191.44	$ 18,322.12	$ 30,051.08
Hutto PD (Incld Animal Ctrl)	HUPD	34,613	2,500	32,113	$ 807,320.82	$ 108,572.13	$ 915,892.95	$ 346,369.80	$ 718,082.80	$ 1,122,101.85
Jarrell PD	JAPD	4,283	2,500	1,783	$ 44,824.62	$ 9,631.55	$ 54,456.17	$ 20,901.64	$ 44,952.51	$ 71,610.63
Jollyville FD	JVFD	840	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 660.00	$ 1,000.00
Leander FD	LEFD	4,375	2,500	1,875	$ 47,137.50	$ 9,754.95	$ 56,892.45	$ 21,828.81	$ 46,895.71	$ 74,643.21
Liberty Hill ISD PD	LHSD	1,388	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 1,016.70	$ 1,586.67
Liberty Hill PD	LHPD	27,090	2,500	24,590	$ 618,192.60	$ 18,585.05	$ 636,777.65	$ 243,396.14	$ 503,533.55	$ 787,274.98
Round Rock ISD PD	RISD	16,359	2,500	13,859	$ 348,415.26	$ 43,428.85	$ 391,844.11	$ 148,585.81	$ 308,902.84	$ 483,533.11
Southwestern PD (RMS Only	SWPD	0	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 858.45	$ 1,339.70
Taylor FD	TAFD	2,416	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 919.23	$ 2,862.02
Thrall PD	THPD	984	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 1,016.70	$ 1,586.67
Total		**112,917**		**77,101**	**$ 1,938,319.14**	**$ 209,425.66**	**$ 2,147,744.80**	**$ 817,143.88**	**$1,703,056.96**	**$ 2,672,075.72**

Charge for Dispatch Services Projections

Projected Dispatch Service Expenses & Calls w/ Graduated Payments

Allotted Calls before Charge Initiated:	2,500	Allotted Technology Licenses before Charge Initiated:	15
Cost per Call (FY 23):	$ 25.14	Technology Minimum Charge:	$ 1,000.00

Wilco Agencies

Agency Name	Agency Abbv.	FY22 Actual Call Volume	# of Calls Alloted	Adjusted Volume	Annual 911 Expense	Annual IT Expense	Total Annual Expense	Graduated Payment Plan (Includes Projected Increases) FY24 = 33%	FY25 = 66%	FY26 = 100%
Affiliate Agencies		1,286	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
Cedar Park FD (EMD Only)	CPFD	5,012	2,500	2,512	$ 63,151.68	$ -	$ 63,151.68	$ 24,642.38	$ 51,715.90	$ 82,165.62
Constable 1	CON1	7,224	2,500	4,724	$ 118,761.36	$ 1,000.00	$ 119,761.36	$ 46,256.47	$ 96,577.81	$ 152,177.39
Constable 2	CON2	3,691	2,500	1,191	$ 29,941.74	$ 1,000.00	$ 30,941.74	$ 12,261.59	$ 26,548.37	$ 42,889.02
Constable 3	CON3	5,732	2,500	3,232	$ 81,252.48	$ 1,000.00	$ 82,252.48	$ 31,900.30	$ 67,004.10	$ 106,024.48
Constable 4	CON4	8,527	2,500	6,027	$ 151,518.78	$ 1,000.00	$ 152,518.78	$ 58,794.06	$ 122,405.26	$ 192,483.86
DA/County Atty	CA	0	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
EMS Mutual Aid	EMUT	11	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
Fire Marshal	WCFM	0	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
GMAT	GMAT	795	2,500	0	$ -	$ 1,000.00	$ 1,000.00	$ 330.00	$ 660.00	$ 1,000.00
HazMat	WCFM	0	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
JP	JP	897	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
JP1	JP1	1	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
JP2	JP2	2	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
JP3	JP3	1	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
JP4	JP4	0	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
OEM	OEM	0	2,500	0	$ -	$ 41,806.92	$ 41,806.92	$ 14,210.17	$ 29,648.78	$ 46,270.06
Round Rock FD (EMD Only)	RRFD	10,649	2,500	8,149	$ 204,865.86	$ -	$ 204,865.86	$ 78,882.16	$ 163,449.83	$ 256,538.27
WC Emerg. Comm	WCEC	69	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
WC EMS	WEMS	30,565	2,500	28,065	$ 705,554.10	$ 47,381.18	$ 752,935.28	$ 286,620.74	$ 591,723.89	$ 924,905.36
WC ES (OEM)	ES	0	2,500	0	$ -	$ 41,806.92	$ 41,806.92	$ 14,210.17	$ 29,648.78	$ 46,270.06
WC Health Dist.	WCHD	0	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
WC MOT	MOT	1,291	2,500	0	$ -	$ -	$ -	$ -	$ -	$ -
WC SO	WCSO	127,356	2,500	124,856	$ 3,138,879.84	$ 944,706.64	$ 4,083,586.48	$ 1,522,954.25	$3,130,991.40	$ 4,887,701.63
Total		**203,109**		**178,756**	**$ 4,493,925.84**	**$ 1,080,701.66**	**$ 5,574,627.50**	**$ 2,091,062.29**	**$4,310,374.13**	**$ 6,738,425.75**

Charge for Dispatch Services Projections

Projected Dispatch Service Expenses & Calls w/ Graduated Payments

Allotted Calls before Charge Initiated:	2,500
Cost per Call (FY 23):	$ 25.14

Allotted Technology Licenses before Charge Initiated:	15
Technology Minimum Charge:	$ 1,000.00

Projected Budget and Call Volume

Emergency Communications				Information Technology
FY	Budget w/3% ↑	Calls w/2% ↑	Cost per Transaction	Technology w/3% ↑
FY22 ***(Actual)***	***$ 8,219,354.78***	***316,026***	***$ 26.01***	$ -
FY23 (proj)	$ 7,946,259.03	322,347	$ 25.14	$ 1,737,016.36
FY24 (Proj)	$ 9,214,646.80	328,793	$ 28.59	$ 1,789,126.85
FY25 (Proj)	$ 9,491,086.20	335,369	$ 28.87	$ 1,842,800.66
FY26 (Proj)	$ 9,775,818.79	342,077	$ 29.15	$ 1,898,084.68
FY27 (Proj)	$ 10,069,093.35	348,918	$ 29.44	$ 1,955,027.22
FY28 (Proj)	$ 10,371,166.16	355,897	$ 29.72	$ 2,013,678.03

Bold-Italic is actual, others are projected

* Note: Cost per transaction is based on current budget with previous FY call numbers

Commissioners Court - Regular Session **31.**

Meeting Date: 04/11/2023

ARPA Agreement Lone Star Regional Water Authority

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 Lone Star Regional Water Authority 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 $14 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lone Star Regional Water Authority ARPA Subrecipient Agreement

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/05/2023 03:56 PM
Form Started By: Julie Kiley		Started On: 04/05/2023 02:39 PM
Final Approval Date: 04/05/2023		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND LONE STAR REGIONAL WATER AUTHORITY FOR THE NORTHERN WILLIAMSON COUNTY WATER SYSTEM IMPROVEMENTS PROJECT

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

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Lone Star Regional Water Authority ("SUBRECIPIENT"), (collectively, the "Parties"), and shall be effective on _____, 2023 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

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

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

WHEREAS, the State and Local Fiscal Recovery Funds ("SLRF FUNDS") authorized the ARPA (~~C.F.D.A.~~ ALN #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:

> Improve drinking water transmission and distribution in northern Williamson County, Texas by constructing 6.5 miles (34,400 L.F.) of 16-inch water line and by constructing a one million gallon elevated water storage tank.

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 **$14,000,000.00 (FOURTEEN MILLION AND 00/100 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:

Lone Star Regional Water Authority
c/o Tiemann, Shahady & Hamala, PC
102 N. Railroad Ave.
Pflugerville, Texas 78660

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:	**SUBRECIPIENT:**
_____	
Authorized Signature	Authorized Signature
_____	Bryant Smith
Printed Name	Printed Name
Date: _____ ___, 2023	Date: January 18, 2023

APPENDIX A – Scope of Services
&
APPENDIX B – Program or Project Budget/Allowable Expenses

(incorporated herein as if copied in full)

APPENDIX A – SCOPE OF SERVICES

DESIGN

DESIGN PHASE – PLANS AND SPECIFICATIONS, DESIGN SURVEYS,
GEOTECHNICAL INVESTIGATION REPORT

CONSTRUCTION

CONSTRUCTION PHASE – BIDDING PHASE AND
CONSTRUCTION ADMINISTRATION

INSPECTION SERVICES

SPECIAL SERVICES

EASEMENT ACQUISITION SERVICES

EASEMENT AND SITE PURCHASES INCLUDING PROPERTY SURVEYS AND FIELD NOTES

APPENDIX B – Program or Project Budget/Allowable Expenses

ITEM DESCRIPTION	QUANTIFICATION OF FACILITIES	CONSTRUCTION COSTS**	ENGINEERING AND EASEMENT COSTS	TOTAL PROJECT COSTS	BENEFITS
Potable Water Line C (Project "A")	34,400 L.F. of 16" WL; 450 L.F. of 30" Encasement Pipe Bore at IH 35	$ 8,174,000	$ 2,151,000	$ 10,325,000	Allow Potable Water to be delivered to demand centers in the southern part of the Jarrell area.
One (1) million gallon Elevated Tank (Project "B")	Composite -Style tank on the west side of IH 35 north of County Road 310	$ 5,826,000	$ 874,000	$ 6,700,000	Elevated Water Storage to increase emergency storage for peak usage and firefighting.
TOTAL ESTIMATE OF PROBABLE PROJECT COSTS		$ **14,000,000**	$ **3,025,000**	**$ 17,025,000**	
ARPA Funding		**$ 14,000,000**			
Participant Funding			**$ 3,025,000**		

**Subject to consideration of alternate bids.

Funding category:

5.11 Drinking water: Transmission & Distribution

5.14 Drinking water: Storage

Commissioners Court - Regular Session **32.**

Meeting Date: 04/11/2023

ARPA

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 budget and proposed projects for American Rescue Plan Act (ARPA) funding.

Background

The deadline to use allocated ARPA funding is December 31, 2024. All funds not used or allocated will be required to be sent back to the Department of the Treasury. Projects proposed have been vetted with the Auditor's Office and meet the requirements of ARPA and are within the amount of available funding remaining.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARPA Proposed Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 12:52 PM
Form Started By: Kathy Pierce		Started On: 04/06/2023 11:00 AM
Final Approval Date: 04/06/2023		

ARPA Phase-3 Plan

Project/Service Provider	Category of Funding	Purpose	Description of Funding	Location	Impact -Number Served with Funding	Funding 2023	Funding 2024
Homelessness Prevention/Dedicated micro homes for Williamson County residents in Community First Village & wrap-around social services by Family Eldercare for housing sustainability.	**1: Negative Economic Impacts -** Assistance to Households - Long-term Housing Security: Affordable Housing - 2.15	Reduce homelessness, which increased during COVID-19 Pandemic	Partnership in 4th Phase with non-profit Mobile Loaves & Fishes, Travis County, private businesses, including Dell Foundation (matching $1 for every $2 raised)	76-acre addition will add 100-units supportive housing in SE Austin off of Burleson Road. Number of units dedicated for Wilco TBD.	Micro-homes (900 sq. ft.), available for Williamson County.	$ 1,000,000	$ 1,000,000
Private Pschiatric Bed Expansion/Bluebonnet Trails Community Services (BTCS)	**1: Public Health** - Behavioral Health - Mental Health Services - 1.12	Provide vital behavioral health hospitalization services for uninsured Williamson County residents, when State Hospital System is on diversion.	One operational psychiatric hospital bed is exetremly expensive. By leveraging funds through State competitive opportunities, we can add 12 beds for the cost of 1 working alone. Leveraged cost = $625/bed day.	Central Texas. Private psychiatric bed days contracted by Bluebonnet Trails, with regional private providers.	divided by $625/bed day = 1,200 bed days. Avg. hosptial admission is 5.3 days. 1200 bed days divided by 5.3 day stay = 226 individuals served/year. Total 2023/2024 = 452 served.	$ 750,000	$ 750,000
Inpatient Detox Services for uninsured Williamson County Residents/BTCS	**1: Public Health** - Behavioral Health - Substance Use Services - 1.12	Provide detox services for individuals that are identified with substance use problems. BTCS is licensed with the State of Texas and can begin services promptly after hiring staff. Data collected would help with BTCS's request to become a detox provider for the State, which would help with sustainability.	Five Registered Nurses that would provide services 24/7/365. All other costs for the Detox Center (including medical techs and costs) would be covered by BTCS. Currently, BTCS provides ambulatory and intensive outpatient substance abuse treatment.	San Gabriel Respite Center - 711 N. College Street, Georgetown, TX. Could begin in July and would prorate costs for 2023.	Approx. 80 individuals served the first year.	$ 287,000	$ 575,000

ARPA Phase-3 Plan

Peer Support for Sober Living & Expansion of Services/Yellow House Foundation	**1: Public Health** - Behavorial Health - Substance Use Services - 1.13	New 6,175 sq. ft. building under construction to meet growing need for peer support for substance use. Appx. 6,000 adults are arrested/year with alcohol and/or drug violations. Yellow House is the largest provider in the county for sobriety support.	Reimbursement of transitional location expenses, including rent, utilities, and some furniture and fixtures when new construction is complete.	3.268 acre site is located on FM 2243.	Approx. 3,400 individuals served/month. Hope Group (alcohol) - 2,692; Alanon (families) 400; Cocaine Anonymous - 40; Adult children of Alcoholics - 82; Alateen - 20; Spanish AA - 120.	$ 176,915	$ 124,085
Sexual Assault and Domestic Violence Prevention & Response/Wilco CID	**3: Public Health-Negative Economic Impact:** Public Sector Capacity - Public Sector Workforce (Public Safety) - 3.1	Domestic Violence Detective	Position needed to address the increased number of sexual assaults, stalking and harassment that have occurred during the pandemic. 2023 prorated to begin in July. One-time costs not included in 2024 - salary only with a 3% merit increase.	Department 560	All residents county-wide who have been impacted by sexual violence.	$ 152,464	$ 105,181
Respirators for Life Saving/Wilco EMS	**1: Public Health** - COVID-19 Mitigation & Prevention - Medical Expenses - 1.6	Ventilators for EMS Ambulances	Ventilators being used are no longer made. Updated ventilators have a 7-year life cycle and will assist with respiratory treatment.	All EMS Ambulances, with three back-up units.	All residents county-wide who are transported to hospitals.	$ 670,000	
Contracted Underground Water Study/Provider TBD.	**6: Revenue Replacement** - Provision of Government Services - 6.1	Water Studay. There is a concern regarding the sustainability of wells used by families outside of municipal water supplies.	Water study of acquifers can identify auquifer levels, usage and long-term sustanability for population growth.	Trinity Aquifer	All Williamson residents on Trinity Aquifer wells.	$ 500,000	$ 500,000
Broadband Access for Rural Areas/Provider TBD.	**5: Infrastructure** - Broadband: Other projects - 5.21	Increase access to Broadband for all Williamson County residents.	Broadband study and equipment to be installed on our radio towers.	Countywide	Dependent upon number of residents that currently do not have broadband.	$ 750,000	$ 750,000
	TOTALS					**$ 4,286,379**	**$ 3,804,266**
	TOTAL ARPA FUNDING						**$ 8,090,645**

Commissioners Court - Regular Session **33.**

Meeting Date: 04/11/2023

ESD 13 Set Hearing

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting a public hearing on the 23rd day of May 2023, at the Williamson County Commissioners Court, 710 Main Street, Georgetown, Texas 78626 at 10:00 am to consider a Petition for Creation of Emergency Services District No. 13.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Accept of Petition Notice of Hearing

Petition for Creation ESD 13

Signatures

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/05/2023 09:20 AM
Form Started By: Hal Hawes		Started On: 04/03/2023 11:49 AM
Final Approval Date: 04/05/2023		

ACCEPTANCE OF PETITION
AND
NOTICE OF PUBLIC HEARING FOR CREATION OF WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 13

WHEREAS, on the 1st day of December, 2022, the Williamson County Judge accepted a Petition to Create Williamson County Emergency Services District No. 13, and

WHEREAS, said Petition is in proper form as required by Section 775.013 of the Texas Health and Safety Code, and

WHEREAS, pursuant to Section 775.015 of the Texas Health and Safety Code, the Commissioners Court is required to set a date, time and place for a public hearing to consider the Petition.

NOW THEREFORE, the Williamson County Commissioners Court hereby notifies the public of the following:

1. That the creation of the Williamson County Emergency Services District No. 13 is proposed,

2. That the District is to be created and is to operate under Article III, Section 48-e, of the Texas Constitution, as proposed by S.J.R. No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987.

3. That the name of the District shall be the Williamson County Emergency Services District No. 13.

4. That the boundaries of said District are as stated in the Petition.

5. That the public hearing shall be on the 23rd day of May, 2023, at the Williamson County Commissioners Court, 710 Main Street, Georgetown, Texas 78626 at 10:00 am.

6. That each person who has an interest in the creation of the District may attend the hearing and present grounds for or against creation of the District.

_____
Bill Gravell, Jr., County Judge

Attested by:

_____
Nancy Rister, County Clerk

RECEIVED
12/1/22
ARS

PETITION FOR CREATION OF EMERGENCY SERVICES DISTRICT

THE STATE OF TEXAS	§	**IN THE COMMISSIONER'S COURT**
	§	
	§	**OF**
	§	
COUNTY OF WILLIAMSON	§	**WILLIAMSON COUNTY, TEXAS**

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF SAID COURT:

NOW COME 100 or more qualified voters who own taxable real property in Williamson County, Texas pursuant to Texas Health & Safety Code, Section 775.011, requesting the creation of an Emergency Services District and would respectfully show the following:

I.

That the proposed Williamson County Emergency Services District No. 13 (the "District") will be created and operated under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775 of the Health & Safety Code of the State of Texas.

II.

That the name of the proposed District shall be "WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 13."

III.

That the area of the District will overlap Williamson County Emergency Services District No. 1 located in Williamson County (the "Overlapping District"), and will generally include all or portions of the city limits of the City of Austin, and portions of the extraterritorial jurisdiction of the City of Austin. The boundaries of the District are more particularly described by the description attached as **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes, and generally shown on the attached sketch in **Exhibit "B"**.

RECEIVED

IV.

The District will provide emergency medical services in response to any emergency situation in accordance with the authority granted to emergency services districts under Chapter 775 of the Texas Health & Safety Code, but the District will not provide any services provided by the existing Overlapping District, as set forth in the statement of services to be provided in accordance with Section 775.018(g) of the Texas Health and Safety Code by that district.

V.

The creation of the District complies with Section 775.0205 of the Texas Health & Safety Code. The petitioners request that the County deliver a copy of this petition to the Board of Commissioners of the Overlapping District and request a statement of services in accordance with Section 775.018(g) of the Texas Health & Safety Code.

VI.

That Scott Artmann, who resides at 12516 Red Sparrow, Austin, Texas 78729, Jeff Christensen, who resides at 12520 Red Sparrow, Austin, Texas 78729, and Kean Chan, who resides at 12522 Red Sparrow, Austin, Texas 78729, petitioners herein, agree and obligate themselves to pay the cost incident to the formation of the District, including the costs of publishing notices, election costs, and other necessary and incidental expenses, such cost not to exceed one hundred fifty ($150.00) dollars for Williamson County.

VII.

The city of Austin is the only municipality whose consent must be obtained under Section 775.014 of the Texas Health & Safety Code.

VIII.

The signatures required by the Texas Health & Safety Code, Section 775.011, for the creation of Williamson County Emergency Services District No. 13 are attached on **Exhibit "C"** respectively.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that such notices be issued by the County Clerk of Williamson County as required by law; that a public hearing be held on this petition in the county; that a copy of this petition be sent to Williamson County Emergency Services District No. 1 together with a request for a statement of services; and that, after the hearing, the Commissioners Court of Williamson County grant this petition and call a special election regarding the creation of the District.

RESPECTFULLY SUBMITTED this 1 day of December, ~~2021~~ 2022

PETITIONERS:

By: _____
Printed Name: Scott Artmann

By: _____
Printed Name: Jeff Christensen

By: _____
Printed Name: Kean Chan

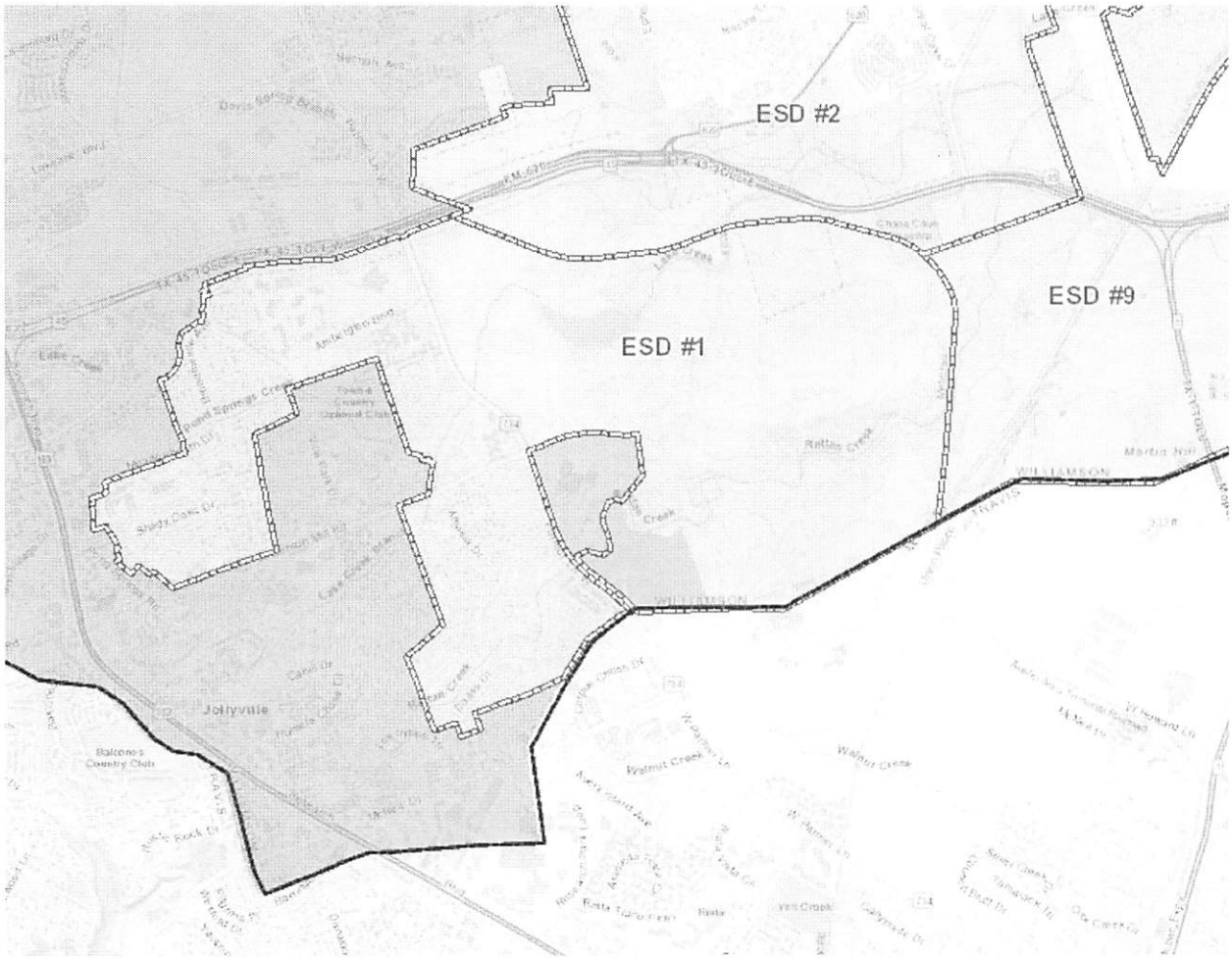
Exhibit "A"

Description of Proposed Williamson County Emergency Services District No. 13

Boundary Description

The boundaries of the proposed emergency services district are coterminous with the existing boundaries of Williamson County Emergency Services District No. 1.

Exhibit B
Map of Proposed
Williamson County Emergency Services District No. 13



Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Robert Burt	9412 Shady Oaks Dr	SAME	12-14-1938	1136209828	Williamson	Robert Burt	11-28-22
CHARLES ETHERIDGE	9413 Shady Oaks	~	8/23/1940	2166714723	~	Charles Etheridge	~
Edwardo Rodriguez	9409 Shady Oak's Dr	"	11/8/57	—	Williamson	Edwardo Rodriguez	11/28/22
Richard Bush	9408	"		1136315293	"	Richard Bush	11/28/22
Jake Flanagan	9405 Shady Oaks Drive	"	4/8/92	2144299806	Williamson		11/28/22
Dee Dorsey	9403 Shady Oaks Dr	"	3-26-51	1137706362	Williamson	Dee Dorsey	11/28/22
Ruby C Rock	12901 Springvale Austin, TX	PO Box 170207 Austin, TX 78717	4/21/40	—	Wmson	Ruby Rock	11/28/22
ELIZABETH BRABB	9209 Shady Oaks Austin, TX 78729	Same	10/5/73	1135914034	Williamson	Elizabeth Brabb	11/28/22
Fabrice Lanne'	9905 Shady Oaks Dr 78729	"	11/6/82	—	"		11/28/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
ROBERT ARNOLD	9414 LONGVALE	SAME	11/4/52	1135938495	WILLIAMSON		11/26
DAVID SMITH	9412 LONGVALE	SAME	09/23/54	1166944886	WILLIAMSON		11/26
SARAH MOLZO	9411 LONGVALE	SAME	11/19/63	1158121850	Williamson		11/26
Courtney Pinson	9315 Longvale	SAME	08/11/97	—	Williamson		11/26
VIRGINIA E. SCHELLENGER	9311 LONGVALE	SAME	06/04/47	1137611807	WILLIAMSON	Virginia E. Schellenger	11/26
Gary Tracy	9309 Longvale	—	2/9/41	1136298302	Williamson	—	11-26
Maria Palmer Nibbe	9302 Longvale Dr	—	05/10/87	—	Williamson		11-26
Tom MANES	9513 Longvale Dr	SAME	01/26/54	1136346198	Williamson		11/26
Andrew MacFarlane	9515 Longvale	"	5/9/57	1136649336	"		11/26

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Raman Belmares	13002 Stillforest Austin, TX 78729	Same	12/31/1976	1163573802	Williamson		11/26/22
GRANT SCANLEN.	13012 STILLFOREST	SAME	05/10/69	2128473790	WILLIAMSON		11/26/22
DAN TOLISON	13205 STILL FOREST CT	Same	4/5/77	1137406392	Williamson		11/26/22
Sandra Rowald	9300 Chatterton Ct Austin	✓	6/2/47	1136730926	Wmson	Sandra Rowald	11/26/22
Evelyn Newson	9305 Chatterton Austin, TX 78729	✓	12/2/43	1135894939	Wmson	Evelyn Newson	11/26/22
LOREN GUERRA	9306 Tottenham CT ATX 78729	✓	9/15/73	1136819900	Williamson		11/26/22
Katina Guerra	9306 Tottenham Ct. 78729	✓	12/3/73	1136819890	Williamson		11/26/22
Jean TIFFANY	9305 Tottenham Austin TX 78729	✓	02/22/35	—	Williamson	Jean M. Tiffany	11/26/22
Sheri Ray	9207 Hazelhurst Dr AUSTIN, TX 78729	Same	6/11/61	1136101492	Williamson County		11/26/2022

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
LUCAS SCHULTZ	9577 LONGHORN	same	10/2/98	1169579010	WILLIAMSON		12-26-22
Taylor Ellis	13387 Amasia	same	12/2/92	—	Williamson		11/24/22
MARY Lou Spence	13367 Amasia Dr.	Same	9/8/60	1137449340	Williamson		11/26/22
JOE LOUGHLIN	13209 Amasia Dr	Same	7/10/67	1137266408	Williamson		11/24/22
Boris Breizmeister	13203 Amasia	Same	11/19/96	1136729918	Williamson TX		11/26
Mary Ann Holcomb	13220 Amasia Dr.	same	6/14 1926	—	Williamson	Mary Ann Holcomb	11/26 2022
Thomas C Lloyd	13308 Amasia D.	same	06/08 1955	1137350394	Williamson		11/26 2022
Jason Roberts	13352 Amasia	"	12/24/71	1171888559	Williamson		11/26/22
Kelli Wilson	13015 Shilhavy	Same	1/21/79	1131647122	Williamson		11/26/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Stacey L. Ohlenburger	9507 Newberry Austin, TX 78729	same	1/30/71	113631591S	Williamson		11/28/22
Gary Skiba	9509 Newberry Austin, TX 78729	Same	6/29/61	1206324155	Williamson		11/28/22
Rita Dolson	9512 Newberry Dr Austin 78729	same	11-10-55	1141279609	Williamson		11-28-22
Alice Hornung	9574 Newberry Dr Austin TX 78729	Same	5/14/47	1137664279	Williamson		11/28/22
Katherine Schmidt	9600 Newberry Dr.	same	3/31/88	2184560759	Williamson		11/28/22
Patrick Callaghan	9603 Newberry Dr	Same	12/25/-67	—	wilco.		11/28
Max Hanna	9602 Newberry Dr.	Same	3-3-1985	1131246023	Wilco		11/28
Arthur Cruser	9605 Newberry Dr.	Same	4-24-45	1136938663	"		11/28
Patricia Cruser	9605 Newberry Dr.	same	2-1-47	1136951630	"		11/28

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Charles Holbrook	9611 Newberry Drive	SAME	~~12/19/1976~~ 12/19/1976	1196977404	Williamson		11/25/2022
James Wessman	9613 Newberry	Same	7-13-74	1137644507	Williamson		11-28-22
Steven Vara	12502 Shasta Ln 78729	same	12/29/68	~~1[illegible]~~ 1196785380	Williamson		11/28/22
Colleen Flaherty	12504 ~~Shasta~~ Shasta Ln	same	2/12/52	1136029375	Williams		11/28/2022
Suzanne Akin	9510 Shady Oaks Dr.	Same	2/6/70	1136568704	Williamson		11/28 2022
Marshall Wiley	9508 Shady Oaks	Same	11/24/80	1196068291	Wson		11/28/22
Meghan Dever	9424 Shady oaks	Same	2/2/76	1133658695	Williamson		11/28/22
Elisabeth Perlet	9418 Shady Oaks	Same	6/4/1980	1210171797	Williamson		11/28/22
Marilyn Grossenbacher	9416 Shady Oaks	SAME	7-13-1945	1136388057	Williamson	Marilyn Grossenbacher	11-28-22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
John Robertson	13014 Cedarhurst Cir	Same	07/30/84	1155200703	Williamson		11-28-22
Madelyn Whitcomb	13013 Cedarhurst Cir	Same	9/3/94	—	Wmsn	Madelyn Whitcomb	11-28-22
Robert + Carla Fashay	13004 Cedarhurst	same	10/07/64	1137666709	W.Co		11/28/22
James Fisher	13000 Cedarhurst	"	11/12/71	1162933231	W.Co		11/28/22
Randy & Judith Disoso	9501 Newberry Dr.	"	2/11/49	1136424092	Wilco		11/28/22
Ryan Keller	9503 Newberry Dr	"	12/4/87	2152209529	wilco		11/28
John Hoysa	9505 Newberry	"	12/6/77	1131876926	wilco		11/28
Steve Outlaw	9504 Newberry Austin TX 78729	"	12/11/69	1220188114	wilco		11/28
ERIC OHLENBURGER	9507 NEWBERRY AUSTIN, TX 78729	SAME	2/21/68	1136315904	WILLIAMSON		11/28

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Cynthia Collins	13408 Perthshire St. Austin TX 78729	Same		—	Williamson		11/28/22
Nicki Langford	13316 Perthshire St Austin TX 78729	Same	7/20/80	1130473314	Wilco		11/28/22
Gene R Eaves	13312 Perthshire Austin 78729	SAME	7/29/50	1137504521	wilco		11/24/22
Cecile Hay	13310 Perthshire St. Austin 78729	same	12/2/55	1135934840	"		11/28/22
Laura Goddard	13309 Perthshire St Austin TX 78729	same	11/2/93	2125257072	Wilco		11/28/22
Tom Reiter	13302 Perthshire St Austin, TX	SAME	10/28/52	1137689531	WILCO		11/28/22
Mike Kyle	13300 Wisterwood St. Austin TX 78729	Same	08/31/1988	2151105382	Wilco		11/28/22
Sharon Holt	13305 Wisterwood St	Same	10/27/60	[redacted] 1136062900	wilco		11/28/22
Larry Bohl	13319 Wisterwood St	SAME	07/16/1945	1136100502	WILCO		11/28/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
LINDA LINVILLE	9611 Braeburn Glen	Same	5/8/49	113769489	Wilco		11/28/22
NELSON LAFLIN	9608 BRAEBURN GLEN	SAME	7/9/91	—	WILCO		11/28/22
Marisol Bustamante	9610 Braeburn Glen	same	11/4/74	1133639590	wilco		11/28/22
Joseph McCoy	9617 Braeburn Glen	Same	2/5/73	1135872866	Will		11/28/22
Toni McKinley	9621 Braeburn Glen.	Same	8/23/72	1141254675	will		11/28/22
Marlena Pickering	9623 Braeburn Glen	Same	9/11/79	2124506177	wilco		11/28/22
John McNulty	13350 Broadmeadow Ave	same	12/08/73	1195221724	WILCO		11/28/22
Robert Le Luo	9505 Braeburn Glen St	Same	5/27/87	—	Wilco		11/28/22
Tom Barton	9491 Braeburn Glen	Same	03/18/62	1029095409	Wilco		11/28/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Debra Sharp	9409 Bradaus Ter Austin TX 78729	same	11-6-61	1140165947	Williamson		11-28-22
Warren Glass	13302 Effingham	same	1/17/48	1137676504	Wilco.	Warren Glass	11/28/22
Susan JANES	13314 Effingham	"	6/20/48	1137640268	Wilco	Susan E James	11/28/22
Steve Mannion	9603 Brass Vally	Same	10/29/52	1136797998	wilco		11/28/22
Mirtha Hollenbeck	9705 Brass valley	same	4/4/71	1208913350	wilco		11/28
BRIAN HARE	13418 PERTHSHIRE	Same	09/13/1986	1131574981	Will.		11/28
Celine Egan	13412 perthshire street	same	7/19/1984	2157655853	wilco		11/28
Jennifer Carman	13413 perthshire St	same	7/13/1985	1161086968	Wilco	Jennifer M. Carman	11/28
Jeremy Kahn	13411 Perthshire st	Same	9/11/89	2000772928	Wilco		11/28

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
MAZEN ALAMEDDING	13002 Sherbourne St. Aust. 78729	Same	05/10 1977	11799714 78	Williamson		11/25 2022
ERICA LUCKSTEAD	13004 Sherbourne 78729	same	2/17/ 1955	1208302844	Williamson	ERICA LUCKSTEAD	11/25/ 2022
Melissa Tolleson	13007 Sherbourne St 78729	Same	11/12/ 76	1133742733	Williamson		11/25/ 22
Destiny Barrera	13008 Sherbourne	Same	08/07/1996	2135581125	will.		11/25/22
[illegible] Reynolds	13010 [illegible]	Same	4/ 24/56	2002372029	Will.		11/25/22
FRED ARMER	13016 Sherbourne St.	Same	5/2/70	1135963858	Will.		11/25/22
Andy Pardon	13020 Sherbourne St.	Same	8/27/ 80	—	Williamson		11/25/ 22
JudyChance	13022 Sherbourne St	same	7/6/56	1136164841	Williamson	Judy Chance	11/25/22
Coleman Cowon	13023 Sherbourne	Same	7/4/69	1141247828	Williamson		11/25/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Marianne Lundgren	13026 Sherbourne	Same	11.141	1137706074	Williamson	Marianne Lundgren	11/25/22
Nena Richardson	13025 Sherbourne	Same	07/51	1137070303	Williamson	Nena Richardson	11/25/22
Bob Richardson	13025 Sherbourne	Same	1/20/44	1137359031	Williamson		11/25/22
Amy Hays	9001 Roxborough	Same	3/23/69	1136772305	Wmsn		11/25/22
Don Kane	8907 Roxborough	SAME	5/10/43	1137617809	Wmsn	Don Kane	11/25/22
Gulli Kane	"	"	5/23/51	1135868002	William.	Gulli Kane	11/25
Carol Dahlman	8904 ROXBOROUGH	SAME	11/5/45	1137684983	Williamson	Carol Dahlman	11/25
George Noren	8902 Roxborough	SAME	3/4/45	1137707586	Williamson		11/25/22
TAD CLEAVES	12803 Woodnere	Same	11-4-77	1155183245	Williamson		11/25/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Rita McCarthy	12704 SHERBOURNE	X	9-20-41	1137732472	WM.	Rita McCarthy	11-25-2022
Danielle Owens	12803 Sherbourne	X	2/13/1966	1137363824	WM		11/25/22
John Green	12802 Sherbourne	X	8/2/55	1136190800	WM		11/25/22
Andy Van Dyke	12804 Sherbourne	X	11/23/56	1141275779	WM		11/25/22
Mary Lou Hoover	12904 Sherbourne	✓	8/5/50	1136654627	WM	Mary Lou Hoover	11/25/22
JO ANN BENNINK	12907 SHERBOURNE	✓	10/29/46	1148224328	WM		11/25/22
Julia Wenzel	12906 Sherbourne	✓	6/2/43	1136053855	WM		11/25/22
David Heckler	13000 Sherbourne	✓	10-29-1981	1060503341	WM		11/25/22
WILLIAM LINDSEY	13001 SHERBOURNE	✓	7/8/52	1135863580	WM		11/25/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Carlyn Cheney.	9616 Woodvale Dr Austin Tx 78729	—	6/27/68	215293641/68	Wmsn		27 Nov 22
~~Mm~~ ~~Wouise~~ ~~Virgil~~ Joffrion	9501 Woodvale Austin 78729	—	1/8/42	1136949466	WM.		27, Nov
Virgil Joffrion	9501 Woodvale Dr Austin		12/24/46	1136921950	WM		11/27/22
Jeff Johnston	9502 Woodvale Dr	—	11/10/62	2154453065	WC		11/27/22
Donald Day	9607 Woodvale Dr		7/11/52	2156758881	WC		11/27/22
Angela Kuhn	9604 Woodvale Dr		2/3/64	~~212~~ —	WC	Angela Kuhn	11/27/22
Jarred Jasper	12714 Parkland Dr.		10/19/1973	1137036886	WC		11/27/2022
Ivonne Primoans	12712 Parkland Dr	—	3/29/58	—	WC		11/27/2022
Riley Seaman	~~123~~ 12708 Parkland Dr.		3/1/84	1182763007	WC		11/27/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
MARY GRUNDEN	12600 TWISTED BRIAR LANE	SAME	8/20/42	113613665	Wm	Mary Grunden	11/27/22
Karen DeRouen	12502 Rainbow Ct 78729	Same	01/03/52	113767497	Williamson	Karen DeRouen	11/27/22
Joe Schaefer	12520 Rainbow Ct 78729	SAME	10/21/39	113597653	Williamson	Joe A. Schaefer	11-27-22
~~JEFF~~ MENDRALA	12602 BRIGHTSIDE 78729	SAME	10/20/71	117541534O	WILCO		11/27/22
Jared Treadway	12607 Brightside St 78729	Same	1/24/81	116513277b	Wilco		11/27/22
James Powell	9205 Robins Nest Lane	Same	4/20/78	113729507	Wilco		11/27/22
Allen Perry	9200 Robins Nest Lane, 78729	Same.	2/5/64	120770164Z	wilco	Allen Perry	11/27/22
Sarah Aldridge	9201 Robins West Ln Aus 78729	Same	6/19/85	114581513I	wilco		11/27/22
Lindsay Baker	9202 Robins West Austin TX78729	Same	9-19-77	113643151S	wilco	Lindsay Baker	11/27/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Kelly Klipec	12725 Machete Trl 78729	same	9-26-76	1137145177	Williamson		11-27-22
Tom Sunstrom	12746 Machete Trl 78729	same	10-12-61	1137754495	Williamson		11/27/22
Danielle Garcia	12748 Machete Trl. 78729	same	2-12-80	1186818471	williamson	Danielle Garcia	11-27-22
Rob Pickman	12748 Machete Trl 78729	Same	9-30-77	1148099464	williamson	Rob Pickman	11/27/22
Debra Mallak	12740 Machete Tr.	Same	1-2-50	136587631	Wilco	D. Mallak	11/27/22
Mike Powell	12736 Machete TX 78729	Same	10-14-59	1136254076	Wilco	Mike Powell	11/27/22
Jennifer Powell	12736 Machete Tx 78729	Same	6-9-66	1136372694	Wilco	Jennifer A Powell	11/27/22
Kevin Crowley	12728 Machete TX 78729	same	10/3/64	1215508749	Wilco		11/27/22
James Bourns III	12701 Machete Trail	" "	10/24/56	1136403891	Wilco	James R Bourns III	11/27/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Jeannette Babb	12616 TWISTED BRIAR	-	9.29.57	1135930897	Williamson	Jeannette Babb	11-27-22
Jim Utterback	12616 TWISTED BRIAR	✓	2-7-52	1136862742	Williamson	Jim H. Utterback	11/27/22
MATT MARTINELLI	12613 TWISTED BRIAR	✓	7-14-79	1141295894	WILLIAMSON		11/27/22
Aaron Statler	12716 Twisted Briar Ln	✓	12/12/77	1143019104	Williamson		11/27/22
Kith Statler	12716 Twisted Briar Ln	✓	10/5/77	1149905477	Williamson	Kith Statler	11/27/22
ROBERT SCHILLER	12724 TWISTED BRIAR LANE	✓	9/26/1952	1136124565	WILLIAMSON		11/27/22
Laurie Teinert	12725 Twisted Briar	✓	3/7/52	1171615816	Williamson		11/27/22
Christine BURNS	12701 Machete Trail Austin 78729	✓	5/27/53	1162929374	Williamson		11/27/22
Megan Hamilton	12709 Machete Trl. Austin 78729	✓	2/16/77	1141168508	Williamson		11/27/22

Exhibit "C"

Real Property Owners Qualified to Vote in Williamson County for Proposed Williamson County Emergency Services District No. 13

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Chandra Vandry	13336 Black Canyon Dr.	13336 Black Canyon Dr. Austin, TX 78729	06/22/74	—	Williamson		11/27/22
William Vandry	13336 Black Canyon Dr.	13336 Black Canyon Dr. Austin, TX 78729	9/5/67	1062672164	Williamson		11/27/22
Hannah Lopez	3302 Montague Dr Austin TX 78725	SAME	7/24/62	1135936793	Williamson		11/27/22
Catherine L Angell	7602 Montague Dr.	Same	12/03/51	1135990126	Williamson	Catherine L Angell	11/27/22
Tom BACA	7601 Montague Dr	SAME	12/17/63	1135964070	Wilco	Tom Baca	11/27/22
JOEL Cordero	13219 Vendrell	Same	03.31.1976	1069753260	Wilco		11-27-22
Corwin Olson	13210 Vendrell	Same	7/11/1984	1131000473	Wilco		11/27/22
Karen Ewing	13204 Vendrell	same	4/5/72	2155862326	Wilco		11/27/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Bonnie Bruce	926 Hazelhurst	same	7-11-41	1136165633	Wmson	Bonnie Bruce	11/26
Thomas Overton	7614 Elkhorn Mountain Trail	same	5-23-59	1132124200	Wmson	Thomas Overton	11/27
William Nolan	same	same	1-8-1967	1140375005	Wmson		11/27
Mark S. Procyk	7610 Elkhorn Mountain Trail	same	03-06-1972	1180679007	Williamson		11/27
Skar Talavera	7605 Elkhorn Mountain Trl	same	06-10-1984	2140197690	Williamson		11/27
Marsha Ogle	13203 Tarlton Path	same	12/27/1948	1135986233	Williamson		11/27
Cheri Mixon	13207 Tarlton Path	same	5/20/72	2150213321	Williamson		11/27
Matthew Szekely	7414 Napier Trl.	same	7/31/70	1142711750	Williamson		11/27
Evelyn Hodges	7402 Napier Tr	same	02/05/62	1136558505	Williamson		11/27

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Edward Haletky	7300 Napier Trail	Same	4/29/66	119741526	Williamson		11/27
Romy Kirby	7300 Napier Trail	Same	1/27/72	119741580	Williamson		11/27/22
Donald Stotts	7301 Rankin	Same	11/4/42	1137740107	Williamson		11/27/22
Kellie Cruz	7305 Rankin Tr	Same	6/9/64	114397428	Williamson		11/27/22
Ryan Boston	7416 Napier Tr Austin, TX 78729	Same	6/3/78	132796390	Williamson		11/27/22
Bill Jelson B/C Jelson	7500 Napier Tr Austin, TX 78729	Same	12/30/60	135821095	Williamson		11/22
Michael Vanderburg	7504 Napier Tr Austin, TX 78729	Same	3/12/1958	140140908	Williamson		11/27/22
David Bright	7503 Napier Trl Austin TX 78729	"	4/27/68	2002629003	Williamson		11/27/22
John Heschke	7600 Napier 78729	"	2-27-53	136169734	Williamson		11/27/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
ina Spokas	13106 Overton Pass	Same	4/7/66	1136798885	William son		11/27/22
DAVID DUNCAN	13104 OVERTON PASS	SAME	2/4/69	1112560346	WILLIAM-SON		11/27/22
Mary Duncan	13104 Overton Pass	Same	9/23/69	1112567617	Wilco	MDuncan	11/27/22
Edward Hosking	13102 Overton Pass	same	11/6/72	—	Wilco		11/27/22
KatieFOX	13109 overton Pass	same	1977	1130895822	Wilco	Katie Fox	11/27/22
Clay Smith	7615 Windrush Dr 78729	Same	1979	1197428576	Wilco		11/27/22
Erik Brown	7609 Windrush Dr	Same	1984	1155735339	Wilco		11-27-22
DAVID COX	7605 WINDRUSH DR	SAME	1975	1131239693	Wilco		11.27.22
NORM KIRCHNER	7603 WINDRUSH DR	SAME	1980	1170550061	WILCO		11.27.22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Jennifer Cox	7605 Windrush Dr.	7605 Windrush Dr.	2/5/74	1130223998	Williamson	Jennifer Cox	11/27/22
Nekita Tucker	7541 Windrush Dr	7541 Windrush Dr	4/10/62	1135976711	williamson	Nekita Tucker	11/27/22
DAN SELF	7523 Windrush DS	Same	12-30-52	1140393083	wilco	Dan Self	11/27/22
Stephen Rukspher	7519 Windrush Dr.	"	2/22/87	1193473808	Williamson	Stephen Rukspher	11/27/22
Susan Kenna	7586 Windrush Dr	"	3/2/64	1136156198	will	Susan Kenna	11/27/22
Beau McKeown	13314 Black Canyon Dr.	"	9/29/65	1135941375	williamson	Beau McKeown	11/27/22
Robert Martin	13322 Black Canyon Dr		11/14/1961	1136148899	williamson	Robert Martin	11/27/22
Lisa Ullman	13331 Black Canyon Dr.	"	11/27/76	1150130696	Williamson	Lisa Ullman	11/27/22
Michael Rosen	13334 Black Canyon Dr.	"	11/27/75	2132307112	Williamson	Michael Rosen	11/27/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Eric Ross	12507 Parkland Dr Austin TX 78729	SAME	9/10/79	1218545612	Williamson		11/27/22
Dustin Kirk	12502 Parkland DR Austin, TX 78729	Same	10/18/85	1137856335	Williamson		11/27/22
Katie Kirk	12502 Parkland Dr. Austin, TX 78729	Same	12-16-85	2179614004	wilco		11/27/22
Margie Kretschmar	12604 Parkland Dr Austin 78729	Same	2-5-40	1137628004	WMS.		11-27-22
Matt Nenson	12605 78729 Parkland Dr	Same	7/21/1987	1161955215	Wilco		11/27/22
Jeff Rose	12600 78729 Parkland Dr	Same	10/14/57	1135899375	n		11/27/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Dennis Deeger	12804 Woodmer Austin Tx	same	5/23/192	1137684867	williams		11/25/22
GARY HEERLEIN	12807 WOODMERE AUSTIN, TX 78729	SAME	3/28/1952	1135853320	WILLIAM		11/25/22
Alex Ferrari	9104 BARRYKNOLL AUSTIN, TX 78729	SAME	6/20/1974	2191034694	willian		11/25/22
Louis McDaniels	9106 Barryknoll Austin TX 78729	Same	11/23/1946	1135944343	Williamson		11/25/22
John Herrmann	9107 Barryknoll Austin, TX 78729	Same	6/9/87	2138472106	Williamson		11/25/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
LiLA BOHL	13319 WISTERWOOD	1178 AUSTIN TX	8-31-47	1136107088	WILCO	Lila Bohl	11-28-22
Jennifer Henke	13421 Wisterwood	same	3-23-74	1149200902	WILCO		11-28-2022
TOM STONER	13319 BROADMEADE AVE.	Same	8-1-43	1156488217	WILCO	Tom Stoner	11-28-22
DELORES STONER	13319 BROADMEADE AVE.	Same	8-4-46	1137513758	WILCO	Delores Stoner	11-28-22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
LEON SPARKS	13203 MARRERO DR	SAME 78729	6-12-72	1211780210	Will		11-27-22
Andres Guillen Valenzuela	13220 MARRERO DR	SAME	01-04-1981	—	Will		11-27-2022
William Davis	13214 Marrero Dr	same	02/14/93	2141614189	Will		11/27/2022
Michael Vogel	13212 Marrero	Same	3/14/72	1150309885	Williamson		11/27/22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Melinda Newton	12508 Red Sparrow St. Austin, TX 78729	" "	10/28/70	2150707133	Will. County		11/25/22
Gerald Anderson	12510 Red Sparrow Austin, TX 78729	" "	5-30-65	2143503954	Will County		11-26-22
Lorna Artmann	12516 Red Sparrow Austin TX 78729	" "	10-31-68	2145012236	Williamson County		11-26-22

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
TODD SMITH	12503 SHADY OAK TERRACE	SAME	4 DEC 68	1137361559	Williamson		28 NOV 22

Commissioners Court - Regular Session **34.**

Meeting Date: 04/11/2023

Brinegar Listing Agreement

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Commercial Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties whereby Brinegar Properties will be authorized to sell the commercial real estate located 747 CR 138, Hutto, Texas pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brinegar Listing Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/05/2023 09:23 AM
Form Started By: Hal Hawes		Started On: 04/04/2023 11:45 AM
Final Approval Date: 04/05/2023		

TEXAS REALTORS

COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: **Williamson County Texas**

Address: **710 Main St, Suite 101**
City, State, Zip: **Georgetown, TX 78626**
Phone: _____ Mobile: **(512)947-2353** Fax or E-Mail: **russ.boles@wilco.org**

Broker: **Brinegar Properties**

Address: **401 W Anderson Ave**
City, State, Zip: **Round Rock, TX 78664-4307**
Phone: **(512)940-0188** Mobile: _____ Fax or E-Mail: _____

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:
Address: **747 County Road 138**
City: **Hutto** County: **Williamson** Zip: **78634**
Legal Description *(Identify exhibit if described on attachment)*: **Exhibit A**

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: **N/A**

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)

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3. LISTING PRICE:

A. Seller instructs Broker to market the Property at the following sales price: $ 5,480,000.00 Five Million, Four Hundred Eighty Thousand (Listing Price).

B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except N/A .

4. TERM:

A. This Listing begins on April 11, 2023 and ends at 11:59 p.m. on December 31, 2023 . Seller may terminate this Listing on notice to Broker any time after December 31, 2023 .

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

A. Fee: When earned and payable, Seller will pay Broker a fee of:

[X] (1) 6.000 % of the sales price.
[ ] (2) .

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
(1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
(2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
(3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
(4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
(5) Seller breaches this Listing.

C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:
(1) the closing and funding of any sale or exchange of all or part of the Property;
(2) Seller's refusal to sell the Property after Broker's Fee has been earned;
(3) Seller's breach of this Listing; or
(4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

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D. Other Fees:

(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below:

☐ (a) _____% of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____;

☐ (b) _____

_____

_____

_____;

(2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (a) _____% of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____;

☐ (b) N/A % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____; or

☐ (c) _____;

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

(3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: N/A

_____

_____

_____.

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E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 90 days.

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Williamson County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before N/A to any of the following persons: N/A _____ (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:
(1) N/A % of the sales price if Seller sells the Property;
(2) N/A % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____ ; and
(3) _____ .

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☒ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

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8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: *(Check A or B only.)*

[X] A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.

(2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.

(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

[ ] B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- **may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;**
- **may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;**
- **may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- **may not treat a party to the transaction dishonestly; and**
- **may not violate the Real Estate License Act.**

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

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B. In addition to other authority granted by this Listing, Broker may:
(1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
(a) placing a "For Sale" sign or similar marketing sign on the Property; and
(b) creating and placing information about the Property (including interior and exterior photographs or videos):
(i) on the Internet on Broker's website and on other websites as Broker determines;
(ii) in any advertisements whether in print or electronic media; and
(iii) into listing services that may publicize the information on the Internet or by other means;
(2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
(3) furnish comparative marketing and sales information about other properties to prospects;
(4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
(5) obtain information from any holder of any note secured by a lien on the Property;
(6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
(7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
(8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
(9) advertise that Broker “sold” or “leased” the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

A. Except as provided otherwise in this Listing, Seller represents that:
(1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
(2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
(3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
(4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
(5) the Property is not subject to the jurisdiction of any court;
(6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
(7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*

☐ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

☒ (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
- (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
- (c) any environmental hazards or conditions that materially affect the Property;
- (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
- (f) any wetlands, as defined by federal or state law or regulation, on the Property;
- (g) any threatened or endangered species or their habitat on the Property;
- (h) any present or past infestation of wood-destroying insects in the Property's improvements;
- (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (j) any material physical defects in the improvements on the Property; or
- (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

☐ C. PID: The Property is in the following Property Improvement District: _____.

☒ D. Other Taxing Districts: The Property is in the following special taxing district (MUD, WCID, MMD, etc.): Upper Brushy Creek WCID .

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

A. cooperate with Broker to facilitate the showing and marketing of the Property;
B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
F. advise Broker of any tenants moving in or out of the Property;
G. complete any disclosures or notices required by law or a contract to sell the Property;
H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
I. at Seller's expense, remove from the Property all:
   (1) “For Sale” (or similarly worded) signs other than Broker's signs;
   (2) “For Lease” (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
   (3) “For Information” (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
(1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
(2) acts of third parties (for example, vandalism or theft);
(3) freezing or broken water pipes;
(4) a dangerous condition on the Property; and
(5) the Property's non-compliance with any law or ordinance.

~~C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:~~
~~(1) that arise from Seller's failure to disclose any material information about the Property;~~
~~(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;~~
~~(3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or~~
~~(4) that are otherwise caused by Seller or Seller's negligence.~~

15. SPECIAL PROVISIONS:

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- [X] A. Information About Brokerage Services (TXR-2501)
- [X] B. Property Description Exhibit identified in Paragraph 2
- [ ] C. Condominium Addendum to Listing (TXR-1401)
- [ ] D. Commercial Property Condition Statement (TXR-1408)
- [ ] E. Information About On-Site Sewer Facility(TXR-1407)
- [ ] F. Information about Special Flood Hazard Areas (TXR-1414)
- [X] G. **WCID Notice**
- [ ] H. _____

20. AGREEMENT OF THE PARTIES:

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

B. Assignability: Neither party may assign this Listing without the written consent of the other party.

C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.

D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.

E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.

H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

A. Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.

B. The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).

C. If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.

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D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Seller: Williamson County Texas

By: _____

By (signature): _____
Printed Name: Judge Bill Gravell Jr
Title: County Judge Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Broker:
Broker / Company Name: Brinegar Properties

License No. 9002570

DocuSigned by:
By (signature): Brentley Brinegar, CCIM
Printed Name: Brentley Brinegar
Title: Broker License No. 589701
Date: _____

DocuSign Envelope ID: AB2EC29C-1B7C-4910-B52B-98CF31FCAF70

EXHIBIT A

County: Williamson
Parcel No.: 22R
Tax ID: R20682
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 22R

DESCRIPTION OF A 3.996 ACRE (174,062 SQ. FT.) REMAINDER OF LAND LOCATED IN THE J. KELSEY SURVEY, ABSTRACT 377, WILLIAMSON COUNTY, BEING A PORTION OF THE REMAINDER OF A CALLED 73.35 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CENTRAL ASSEMBLY OF GOD, RECORDED MAY 16, 2007 IN DOCUMENT NO. 2007040774, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) NOW KNOWN AS THE BRIDGE COMMUNITY CHURCH OF THE ASSEMBLIES OF GOD, AS DESCRIBED AND RECORDED IN DOCUMENT NO. 2009007804, O.P.R.W.C.TX.; SAID 3.996 ACRE (174,062 SQ. FT.) REMAINDER, 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 a plastic cap stamped "BUSBY RPLS 4967" found 1,104.43 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 135+48.49, for the northwest corner of said remainder of a called 73.35 acre tract;

THENCE S 07°36'59" W, with the common line of said remainder of a called 73.35 acre tract and a called 49.950 acre tract of land, described in a deed to P4 Hutto Partners, LLC, recorded in Document No. 2019093769, O.P.R.W.C.TX., passing a distance of 1,114.95 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 120.00 feet left of Corridor A1 E.C.S 130+15.80, and continuing for a total distance of 1,380.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,157,846.64, E=3,167,078.66) set 120.00 feet right of Corridor A1 E.C.S 129+03.04 on the proposed south right-of-way line of Corridor A1, for the northwest corner and **POINT OF BEGINNING** of the remainder described herein, said point being the beginning of a curve to the left;

THENCE departing the common line of said 49.950 acre tract and said remainder of a called 73.35 acre tract, with the proposed south right-of-way line of said Corridor A1, over and across said remainder of a called 73.35 acre tract, the following two (2) courses and distances numbered 1-2:

1) With said curve to the left, an arc distance of 47.06 feet, through a central angle 00°44'26", having a radius of 3,640.00 feet, and a chord that bears N 72°59'44" E, a distance of 47.06 feet to a calculated point** 120.00 feet left of Corridor A1 E.C.S 129+48.55, and

2) N 72°37'31" E, passing at a distance of 570.00 feet a calculated point 146.65 feet right of Corridor A1 E.C.S 135+10.86, for the end of C.O.A., and continuing for a total distance of 661.91 feet to a calculated point** 151.90 feet right of Corridor A1 E.C.S 136+02.62 on the common line of said remainder of a called 73.35 acre tract and a called 118.971 acre tract of land, described in a deed to Hutto 117 Investors, LP., a Texas Limited Partnership, recorded in Document No. 2019079796, O.P.R.W.C.TX, for the northeast corner of the remainder described herein;

3) **THENCE** S 07°28'36" W, departing the proposed south right-of-way line of said C.R. 138, with the common line of said remainder of a called 73.35 acre tract and said 118.971 acre tract, a distance of 416.03 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS4967" on the existing north right-of-way line of C.R. 138, a variable width right-of-way, as described in Document No. 2009062923, O.P.R.W.C.TX., for the southwest corner of a called 1.377 acre tract of land, described in a deed to Manville Water Supply Corp., recorded in Document No. 2006109103, O.P.R.W.C.TX., same being the southeast corner of said remainder of a called 73.35 acre tract and of the remainder described herein;

Unofficial Document

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EXHIBIT A

County: Williamson
Parcel No.: 22R
Tax ID: R20682
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

4) **THENCE** N 83°08'20" W, departing the common line of said remainder of a called 73.35 acre tract and said 1.377 acre tract, with the existing north right-of-way line of said C.R. 138, a distance of 643.78 feet to a 1/2-inch iron rod found on the common line of said remainder of a called 73.35 acre tract and said 49.950 acre tract, for the southeast corner of said 49.950 acre tract, same being the southwest corner of said remainder of a called 73.35 acre tract and of the remainder described herein;

5) **THENCE** N 07°36'59" E, departing the existing north right-of-way line of said C.R. 138, with the common line of said remainder of a called 73.35 acre tract and said 49.950 acre tract, a distance of 125.27 feet to **POINT OF BEGINNING**, and containing 3.996 acres (174,062 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.

**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.

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

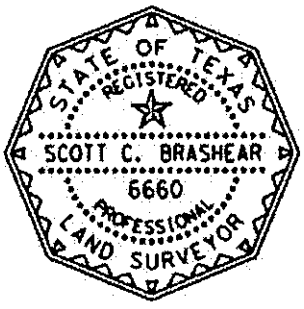
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 7/16/2020

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



FN 48213

SAM Job No. 38140A

Unofficial Document

DocuSign Envelope ID: AB2EC29C-1B7C-4910-B52B-98CF31FCAF70

UTILITY DISTRICT NOTICE
for
UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT
formerly known as
BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT #1A
OF WILLIAMSON AND MILAM COUNTIES

Seller: _Williamson County Texas_____

Purchaser: _____

The real property, described below, that you are about to purchase is located in the **Upper Brushy Creek Water Control and Improvement District (District)** formerly known as **Brushy Creek Water Control and Improvement District of Williamson and Milam Counties**. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is $0.02 on each $100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is $85,000,000, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is $51,965,000.

The purpose of this District is to provide drainage and flood control facilities and services within the District from property taxes and/or through the issuance of bonds payable in whole or in part from property taxes. The cost of these facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

_____

_____

_____

Signature of Seller

_____

(Date)

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

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Purchaser is advised that the real property may or may not be within an inundation easement, or upstream or downstream, of a District-owned flood control structure. For further information you are strongly encouraged to contact the District through its website at www.ubcdams.org.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

_____

Signature of Purchaser

_____

(Date)

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____,

by _____.

_____

Notary Public, State of Texas

APPROVED AS TO LEGALITY:

District Counsel

AFTER RECORDING RETURN TO:

_____

Purchaser Address

_____

City, State Zip

11/2/2015

EQUAL HOUSING OPPORTUNITY

Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Brinegar Properties	**9002570**	**bb@512texas.com**	**(512)940-0188**
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Designated Broker of Firm	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Sales Agent/Associate's Name	License No.	Email	Phone

_____ _____ _____

Buyer/Tenant/Seller/Landlord Initials Date

Regulated by the Texas Real Estate Commission **Information available at www.trec.texas.gov**

IABS 1-0 Date

Commissioners Court - Regular Session **35.**

Meeting Date: 04/11/2023

Solana Ranch Consent and Development Agreement

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement with DMB Development, LLC and the Solana Municipal Utility District No. 1 regarding the creation of the proposed municipal utility district and the donation of proposed right of way for Corridor J.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Solana Ranch Consent and Develop Agreement

Exhibit B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 12:52 PM
Form Started By: Hal Hawes		Started On: 04/06/2023 11:34 AM
Final Approval Date: 04/06/2023		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

DMB DEVELOPMENT LLC

AND

SOLANA MUNICIPAL UTILITY DISTRICT NO. 1

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by the **Williamson County, Texas**, a Texas political subdivision (the "*County*") and **DMB Development LLC**, a Delaware limited liability company ("*Owner*"). Subsequent to its creation, **Solana Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Owner and the District are sometimes referred to herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner has under contract to purchase approximately 7,088.47 acres of land located partially within the corporate boundaries of the County and partially within the corporate boundaries of Bell County (the "*Land*"); and

WHERAS, the Land is more particularly described by metes and bounds on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application to be filed with the 88th Texas Legislature and has requested the County's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within its boundaries (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Owner(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the Owner intends that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of

bonds issued by the District in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; Chapter 791, Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement including, but not limited to, the consent to the District creation and the issuance of debt to finance District Improvements, including roadways and related drainage;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the County; and (iii) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement among the Parties.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

County Objection is defined in Section 7.02(b).

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means Solana Ranch Municipal Utility District No. 1, a political subdivision of the State of Texas to be created over the Land, with the consent of the County, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the area within the District boundaries.

Effective Date of this Agreement means the last date of execution by all of the Parties hereto.

Land means approximately 7,088.47 acres of land located partially in the County limits and partially in the Bell County limits, as described by metes and bounds on **Exhibit A**.

Owner means DMB Development LLC, a Delaware limited liability company or its successors and assigns under this Agreement.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs), and all other costs eligible for reimbursement by a municipal utility district under the laws of the State of Texas, that are eligible for reimbursement from the net proceeds of Bonds issued in accordance with this Agreement.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Consent to Creation of District. The County acknowledges receipt of the Owner's request for the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's consent to the creation of the District and that no further consent will be required on the part of the County to evidence the County's consent to the creation of the District.

Section 2.02. District Execution of Agreement. The Owner shall cause the District to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) this Agreement be of no further force and effect, and the County shall be deemed to not have consented to creation of the District. Similarly, if creation of the District is not approved by the 88th Texas Legislature, this Agreement shall be null and of no further force and effect.

Section 2.03. District Bonds. If the Owner or the District fail to comply with the terms and conditions of this Agreement after notice and opportunity to cure, such failure shall operate to prohibit the District from taking any actions to issue Bonds

until the failure has been cured. The County shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

Section 2.04. Reimbursement Agreements. If the Owner or the District fail to comply with the terms of this Agreement after notice and opportunity to cure and prior to execution of any reimbursement agreements by the Owner and District, such failure shall operate to prohibit the Owner or any future owner of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The County shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications. The County has adopted a Long-Range Transportation Plan which provides for the extension of Corridor J through the Property as generally depicted on **Exhibit B** ("Corridor J ROW"). The Owner will convey, or cause to be conveyed, by special warranty deed, at no cost to the County, 100% of the right-of-way required for the Corridor J ROW within 30 days after the final alignment for Corridor J is set, but Owner reserves the right to seek reimbursement for such right-of-way from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of Corridor J ROW may be subject to minor changes from those shown on Exhibit B. Owner shall have no obligation to convey any lands to the County located outside the Land. If the County or another governmental agency has not commenced construction of Corridor J within twelve (12) years after the County approves this Agreement, the County shall re-convey the Corridor J ROW to the Owner within 60 days after receipt of written notice to the County of the failure to commence construction.

Section 3.02. Road Construction. The County agrees that it or another governmental entity will be responsible for the design and construction of Corridor J and paying the cost for same. The actual construction date is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all other roads ("Subdivision Roads") within the Land shall be the responsibility of the Owner or the District. The Owner shall be entitled to reimbursement for Subdivision Road expenses, as allowed by the laws of the State of Texas. The Subdivision Roads located in the County shall be constructed pursuant to the then-existing Williamson County Subdivision Regulations. Commencing upon the twelfth (12th) anniversary of the date that the County accepts a Subdivision Road into the County road system after completion of construction by Owner, the District shall be solely responsible for the operation and maintenance of that Subdivision Road. The Parties will work together to include at least one entrance and one exit ramp providing access from the Corridor J mainlanes to Owner's remaining property at a location agreed to by all Parties. The ramps will be designed and paid for by the County when Corridor J mainlanes are constructed.

ARTICLE IV
LAW ENFORCEMENT, FIRE AND EMERGENCY MEDICAL SERVICES

Section 4.01. Law Enforcement Services. Pursuant to the authority set forth in Section 49.216 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract pursuant to which the District shall provide funding to the County for the incremental costs incurred by the County in making available and furnishing law enforcement services to that portion of the Land located in the County, including the costs of additional personnel, vehicles and equipment associated with the provision of law enforcement services to the Land within the County.

Section 4.02. Fire and EMS Services.

(a) Pursuant to the authority set forth in Section 49.351 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract (which may include Bell County) to provide for fire-fighting and emergency medical services within the District including providing for necessary buildings, facilities, land, and equipment for such services. As necessary to implement any such contract, the District shall develop a plan that describes the contract, including a presentation of the financial requirements under the contract, submit such contract to the Texas Commission on Environmental Quality for approval, and conduct an election for approval of the plan and financing, all in accordance with the requirements of Section 49.351(g)-(i) of the Texas Water Code.

(b) Owner and the County agree to negotiate in good faith the terms of one or more agreements pursuant to which the Owner shall convey, or cause to be conveyed, to the County and/or Bell County by special warranty deed one or more sites within the Land for establishment of necessary buildings for fire and/or emergency medical services at no cost to the County. The agreement(s) will set forth terms for timing of conveyance, identification of site(s) that do not materially impair development of the Land, and may provide for funding of construction of the buildings by Owner.

Section 4.03 Animal Control Services. The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District will provide funding for the incremental costs incurred by the Williamson County Regional Animal Shelter for providing animal control services to that portion of the Land located in the County.

ARTICLE V
AUTHORITY TO ISSUE BONDS

Section 5.01. Authority to Issue Bonds. The District may issue Bonds only as authorized by the laws of the State of Texas. The District may provide reimbursements for expenditures authorized by the laws of the State of Texas (including creation expenses, operating advances, facilities design and construction, and expenditures for roads and improvements in aid of roads).

Section 5.02. Uniform and Continued Development; Vesting. The Parties intend that this Agreement authorize certain land uses and development on the

Land located within the County; provide for the uniform review and approval of plats and development plans for such portion of the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules, and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner and any future owner hereunder has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules. Rules, regulations, or changes or modifications to the County's rules or regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 5.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE VI
TERM, ASSIGNMENT, AND REMEDIES

Section 6.01. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 6.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner and following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 6.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. The County's consent to any proposed assignment will not be unreasonably withheld or delayed. The County hereby consents to assignment of this Agreement, in whole or in part, to any subsequent owner of all or a portion of the Land.

(b) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 6.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within 45 days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the County's consent to the creation of the District.

(b) If the Owner or the District defaults under this Agreement, the County or the District may give Notice to the Owner. If the Owner fails to cure any Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County or the District may enforce this Agreement by injunctive relief from a Williamson County District Court or terminate this Agreement.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

COUNTY: Williamson County
County Judge
100 Main Street
Georgetown, Texas 78628

OWNER: DMB Development LLC
Attn: Nick Taratsas

7600 East Doubletree Ranch Road, Suite 250
Scottsdale, Arizona 85258-2136

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owner and Owner may, by giving at least five days' written notice to the County, designate additional Parties to receive copies of notices under this Agreement.

Section 7.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 7.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 7.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.07. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 607. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time

period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 7.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner.

Section 7.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 7.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 7.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 7.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description of the Land

Exhibit B - Corridor J location

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2023, by Bill Gravel, County Judge of Williamson County, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:

DMB DEVELOPMENT LLC, a Delaware limited liability company

By: _____

Name: Nick Tarafsas

Its: EVP-Partner

Date: 4-6-23

THE STATE OF Arizona §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 6th day of April, 2023, by Nick Tarafsas, as EVP - Partner of DMB Development LLC, a Delaware limited liability company, on behalf of said limited liability company.

Mary E Wesnoski
Notary Public Signature

(SEAL)

MARY E WESNOSKI
Notary Public - Arizona
Maricopa County
Commission # 621884
My Comm. Expires Mar 16, 2026

SOLANA RANCH MUNICIPAL UTILITY DISTRICT NO. 1

By: _____

Name: Nick Tarabas

Title: EVP - Partner

Date: 4-6-23

THE STATE OF ~~TEXAS~~ Arizona §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me on 4-6-23, _____, by Nick Tarabas, President of the Board of Directors of Solana Ranch Municipal Utility District No. 1, on behalf of said District.

(SEAL)

MARY E WESNOSKI
Notary Public - Arizona
Maricopa County
Commission # 621884
My Comm. Expires Mar 16, 2026

Mary E. Wesnoski
Notary Public Signature

EXHIBIT A

Metes and Bounds Description of the Land

[attached]

EXHIBIT B

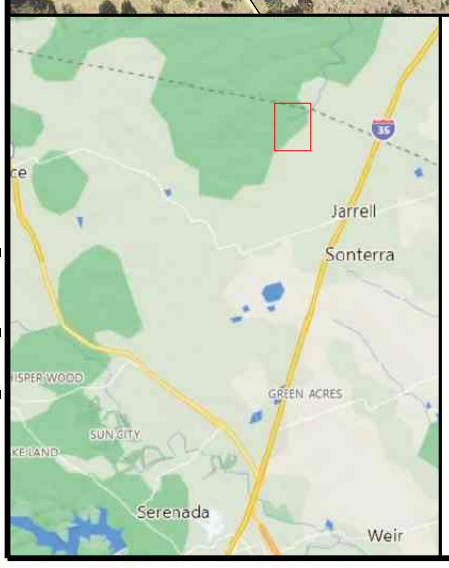
Corridor J location

[attached]

Bell County
Williamson County
Salado Creek
Remainder:
Approximately 131.8 Acres
Potential Acquisition:
Approximately 10.9 Acres
Remainder:
Approximately 64.5 Acres
CR 307
CR 307
CR 344

PRELIMINARY
FOR PLANNING PURPOSES ONLY

DRAFT



- Property Boundary
- Potential ROW Acquisition
- Stream/River (USGS)
- 100 - Year Floodplain (Wilco)
- Open Water (USGS)
- Wetlands (USFWS)
- Residential Structure
- Commercial Structure
- Agricultural / Other Structure

R012129
Current Acres: 207.2
Acquired Acres: 10.9
Remainder Acres: 196.3

Acreages are based on Williamson County parcel line data and property records and are approximate.

0 200 400 600
SCALE IN FEET

N

WILLIAMSON COUNTY

WSB & ASSOCIATES,INC.
FIRM # 16849

Corridor J1
Parcel R012129
SOLANA RANCH
4/4/2023

DATE: 4/4/2023 3:37:44 PM
FILE: ...\CorridorJ1_Exhibit_R012129_SolanaRanch.dgn

Commissioners Court - Regular Session **36.**

Meeting Date: 04/11/2023

Parmer Ranch Development

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Development Agreement Regarding Ronald Reagan Boulevard between Williamson County and PR South, Inc. relating to the Parmer Ranch Development.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Development Agreement Ronal Reagan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 12:57 PM
Form Started By: Hal Hawes		Started On: 04/06/2023 11:46 AM
Final Approval Date: 04/06/2023		

STATE OF TEXAS	§	**DEVELOPMENT AGREEMENT**
	§	**REGARDING**
COUNTY OF WILLIAMSON	§	**RONALD REAGAN BOULEVARD**

This Development Agreement Regarding Ronald Reagan Boulevard ("Agreement") is entered into between Williamson County, Texas (the "County") and Parmer Ranch Partners, LP and PR South, Inc. (collectively referred to herein as the "Developer"). The County and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, Developer is in the process of developing a mixed-use project consisting of a residential subdivision and commercial development near Ronald Reagan Boulevard ("Reagan") and Williamson Drive/RM 2338 to be known as Parmer Ranch (the "Development"), as depicted in **Exhibit A**; and

WHEREAS, Developer desires to make connections to Reagan for access to its Development, as depicted in **Exhibit B**;

WHEREAS, in connection with the Development and in recognition of the impact that the Development will have on traffic demands on Reagan, Developer and County wish to set forth their agreements and obligations relating to Reagan and the Parties' improvements thereof;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. County Obligations and Agreements.

In consideration of Developer's Obligations and Agreements below, County hereby agrees to the following:

A. County agrees to allow Developer to enter into the Roadway's right of way to construct improvements associated with and for the benefit of Developer's Development (the "Developer's Roadway Improvements"), in accordance with plans and specs which have been approved by the County Engineer.

B. County hereby grants Developer two (2) driveway access locations to Reagan in addition to the street labeled Reese Way as shown and depicted in **Exhibit B**.

C. Upon Developer's final completion of the Developer's Roadway Improvements, the County shall reimburse Developer the actual construction costs, not to exceed $300,000.00, ("County Cost Contributions") for the portion of the Developer's Roadway Improvements constructed west of the Williams Drive/RM 2338 and Reagan intersection, as depicted in **Exhibit B**. In the event the County initiates changes to the scope of work shown on the plans and specs which have been

approved by the County Engineer costs associated with such changes will be added to the County Cost Contributions.

D. County shall inspect the construction of the Developer's Roadway Improvements and upon final inspection and completion of all punch-list items, notify the Developer that the construction of the Developer's Roadway Improvements is considered complete and in accordance with normal policies and procedures.

E. Developer hereby releases County from any and all current or future claims relating to any obligations or agreements of the County set forth under to paragraph 2.03 of the Real Estate Contract – Ronald Regan Blvd. Right of Way by and between Parmer Ranch Partners, L.P. and the County of Williamson, being dated March 8, 2007,and attached hereto as Exhibit C, provided however the County agrees to allow, facilitate, protect, defend and ensure future driveway connections which meet the County's design standards and regulations and may be substantially similar to those depicted on **Exhibit D.1 and D.2,** and furthermore the County will not encumber, diminish, change, render useless, create unsafe circumstances.

Section 2. Developer Obligations and Agreements.

In consideration of County's Obligations and Agreements above, Developer hereby agrees to the following:

A. Developer agrees to construct the Developer's Roadway Improvements in accordance with the plans and specifications approved by the County Engineer.

B. Developer shall pay for all costs associated with the designing, permitting, bidding, traffic control, inspections, and constructing the Developer's Roadway Improvements; provided, however, County shall reimburse Developer for construction of the portion of the Developer's Roadway Improvements located west of the Williamson Drives/RM 2338 and Reagan intersection in accordance with the terms of this Agreement.

C. Developer shall obtain any and all applicable City, County, State and Federal permits or approvals required for construction of the Developer's Roadway Improvements.

D. Developer agrees that construction of Developer's Roadway Improvements will be subject to County's inspection and testing in accordance with the County's normal processes and procedures, as defined in the County's Subdivision Regulations adopted and effective as of January 18, 2018.

E. Upon completion of construction of Developer's Roadway Improvements, the Developer will make sure the party completing the construction of the Developer's Roadway Improvements provides a maintenance bond as to Developer's Roadway Improvements.

F. Developer hereby agrees to accept all liability for any damages to persons or property of any kind caused by Developer or Developer's officers, representatives, contractors, licensees, agents, servants, or employees within the Reagan right of way during construction of the Developer's Roadway Improvements.

Section 3. Miscellaneous.

A. Any notice given hereunder by any Party to another must be in writing and may be given by personal delivery or by certified mail, return receipt requested, when delivered or mailed to the appropriate Party as noted below:

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

with copy to: Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

Developer: PR South, Inc
502 Goodnight Drive
Georgetown, Texas 78628

With a copy to:
J. Marc Hesse
Hesse, Hesse & Blythe, PC
5560 Tennyson Parkway
Suite 250
Plano, Texas 75240

A Party may change its address for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

B. As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

C. This Agreement contains the entire agreement between the Parties, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties regarding these matters. This Agreement may not be amended or terminated except by a further written agreement duly executed by the Parties. However, any consent, waiver, approval or similar authorization will be effective if signed by the Party to be bound by the consent, waiver, approval, or authorization.

D. No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners court of the County.

E. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

F. If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

G. To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Party and its officers, agents, and employees from any and all claims, losses, damages, causes of action, lawsuits or liability resulting from the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement.

H. The Parties acknowledge that, in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.

I. This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

J. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article held to be invalid, illegal, or ineffective.

K. This Agreement will be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

L. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

M. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which will together constitute one and the same instrument.

N. The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A:	**Parmer Ranch Development**
Exhibit B:	**Access to Parmer Ranch Development**
Exhibit C:	**Real Estate Contract – Ronald Regan Blvd. Right of Way**
Exhibit D.1:	**Parmer Ranch Development Future Connections to Reagan**
Exhibit D.2:	**Graphic Depiction of Parmer Ranch Development Future Connections to Reagan**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER:

Parmer Ranch Partners, L.P., a Texas Limited Partnership, acting by and through its General Manager, Owen Holdings, Inc.

By: _____

Name: _____

Title: President

Date: 4/6/23

PR South, Inc.

By: _____

Name: _____

Title: President

Date: 4/6/23

EXHIBIT A
Parmer Ranch Development

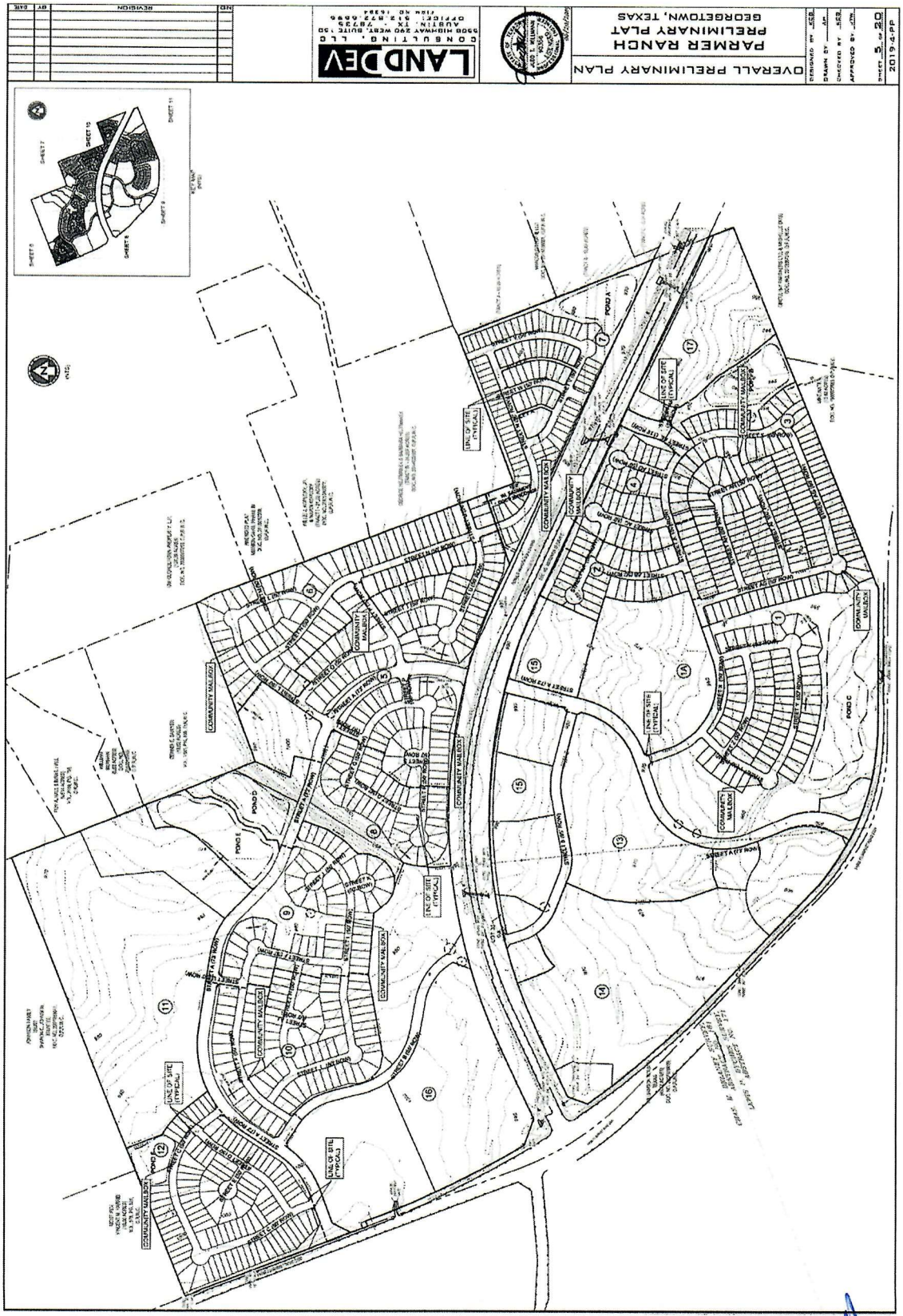


EXHIBIT B
Access to Parmer Ranch Development

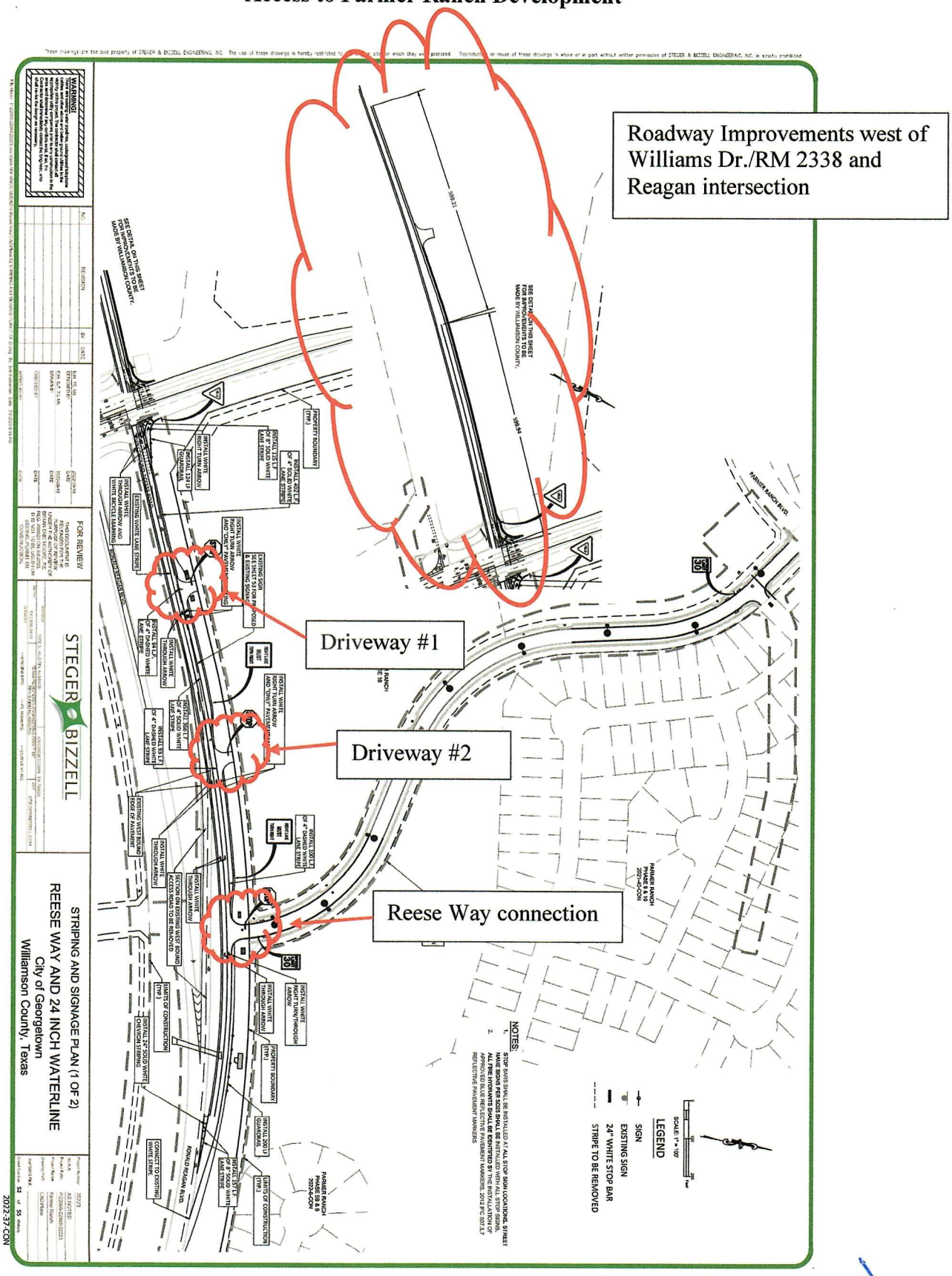


Exhibit D.1
Parmer Ranch Development Future Reagan Connections

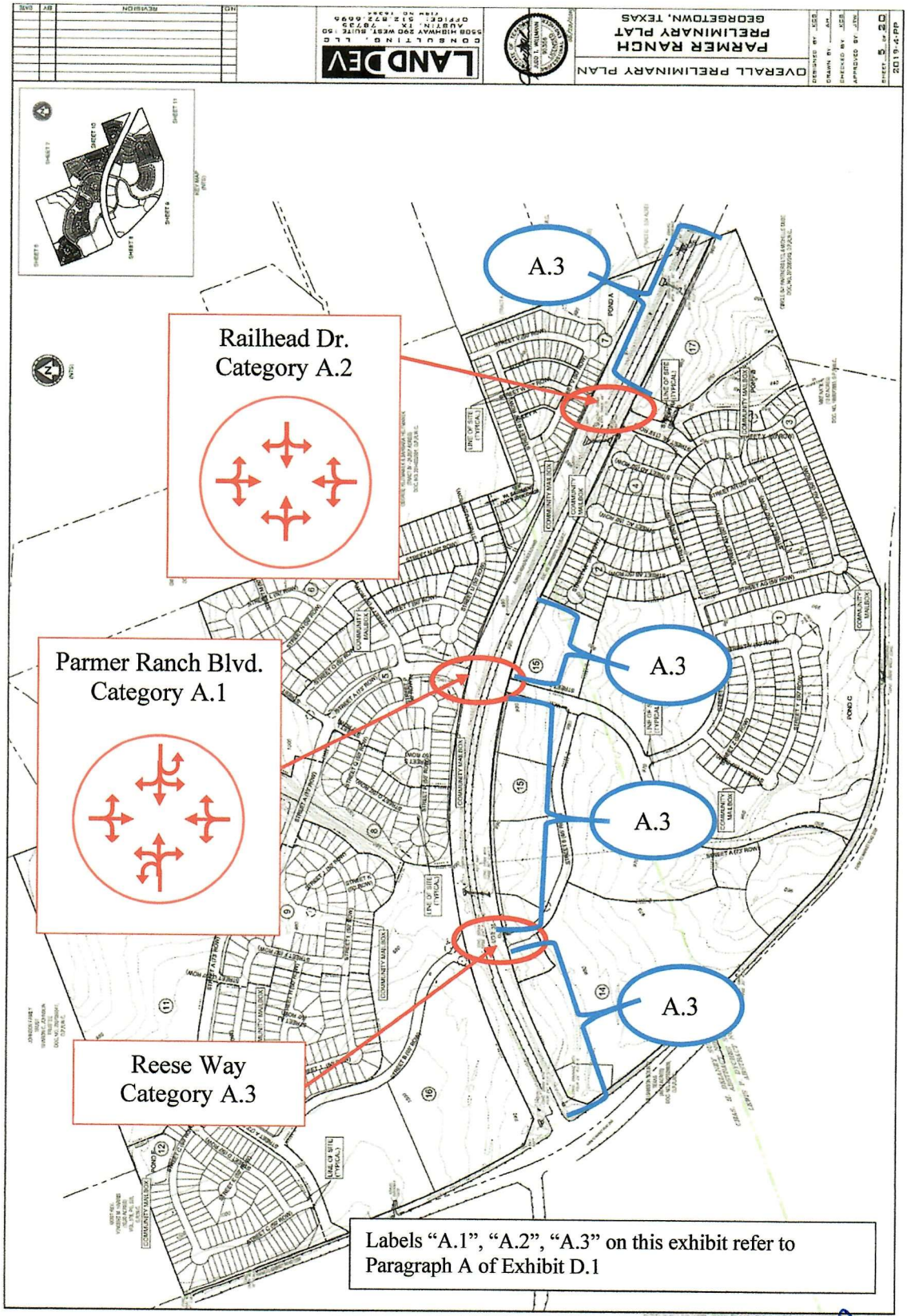
A. Existing and future connections to Reagan shall fall into three (3) categories:
   1. A full access intersection with turning movements in every direction
   2. A full access intersection with turning movements in every direction until that time when main lanes or controlled access lanes are constructed for Ronald Reagan right-of-way that would no longer allow for turning movements other than right-in, right-out.
   3. A right in, right out access intersection

B. Exhibit D.2 identifies those areas within the Development which fall into each category as described in Paragraph A above.

C. The Developer and County hereby agree those areas as identified as category A.3, a right in, right out access intersection, are general locations for the purpose of securing future connections related to approved uses in the Development and will be further defined during the site plan approval process for specific parcels. Notwithstanding the foregoing, the County agrees that it will allow right-in, right-out access at minimum to each parcel, or in the event there is a common lot line between two parcels, each two parcels, which are adjacent to Reagan.

D. For further clarification the following streets are hereby categorized and granted access per this Exhibit D.1: Parmer Ranch Boulevard is classified as full access per paragraph A.1 of this Exhibit D.1; Reese Way is classified as right in, right out access per paragraph A.3 of this Exhibit D.1 Railhead Drive is classified as full access until that time when Reagan is construction to its ultimate buildout per paragraph A.2 of this Exhibit D.1

Graphic Depiction of Parmer Ranch Development Future Reagan Connections
Exhibit D.2



Commissioners Court - Regular Session **37.**

Meeting Date: 04/11/2023

Approval of Services Contract for Electrical, Mechanical and Plumbing Services with The Brandt Companies LLC for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Service Agreement #2023169 between Williamson County and The Brandt Companies LLC in the not-to-exceed amount of $250,000.00, pursuant to Choice Partners Coop contract #22/049MF-15 and authorizing the execution of the agreement.

Background

This Service Agreement is valid for one (1) year for a term of April 11, 2023 - April 10, 2024, and may be renewed annually thereafter upon mutual agreement of both parties. The effective date shall commence on the date awarded by Commissioner Court. Each project/request will be initiated with a work order and/or purchase order. Various funding sources depending on project: 01.0100.0509.004509 and 01.0100.0509.004510. Department contacts are Shantil Moore or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 04:59 PM
County Judge Exec Asst.	Becky Pruitt	04/06/2023 08:13 AM
Form Started By: Kim Chappius		Started On: 04/03/2023 01:05 PM
Final Approval Date: 04/06/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT

(The Brandt Companies, LLC**)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to 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 Brandt Companies, LLC** (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.

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.

During the scope of this Contract, County may deliver to Service Provider written (including electronic) authorization (sometimes referred to as a notice-to-proceed, task-order, work-order, or job-order) for providing certain work, products, services, and/or deliverables contemplated in this Contract, which Service Provider shall then perform in accordance with this Contract. Service Provider shall not begin or proceed with said work until Service Provider receives from County a written authorization to proceed. County shall have no obligation to pay for and Service Provider shall have no obligation to provide any work, services, products, or deliverables not rendered in accordance with a prior written authorization as described by this Section.

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 for one (1) year ("Initial Term"). At the end of the Initial Term of this Contract, the parties, upon mutual agreement, shall have the option to renew this Contract for two (2) additional one-year terms, with the terms and conditions remaining the same. The total period of the contract, including all terms, shall not exceed three (3) years.

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 one (1) year term.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed hourly rate as set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Two Hundred Fifty Thousand Dollars ($250,000.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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

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 (22/049MF-15); 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.

[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.
County Judge

Date: _____ ___, 20____

SERVICE PROVIDER:

The Brandt Companies, LLC
Name of Service Provider

_____
Authorized Signature

Jordan Green, Dir of Service & Controls
Printed Name

Date: March 30, 2023

Cooperative Purchasing Contract or Agreement (if applicable): 22/049MF-15

Exhibit "A"
Quote/Proposal

Personnel Level	Hourly Rate – FY 23 & FY 24 (Date of Award 9/21/2022– 9/21/2024
1. HVAC Technician	
a. Regular Hours – 7:00 am – 5:00 pm	$115.00
b. After Regular Hours – 5:01 pm – 6:59 am	$172.50
c. Weekends or County approved Holidays	Weekends (Saturday) - $172.50 >8hrs $230.00 Holidays and Sunday - $230.00
2. Chiller Technician	
a. Regular Hours – 7:00 am – 5:00 pm	$120.00
b. After Regular Hours – 5:01 pm – 6:59 am	$180.00
c. Weekends or County approved Holidays	Weekends (Saturday) - $180.00 >8hrs $240.00 Holidays and Sunday - $240.00
3. HVAC Technician – Specialist Controls	
a. Regular Hours – 7:00 am – 5:00 pm	$130.00
b. After Regular Hours – 5:01 pm – 6:59 am	$195.00
c. Weekends or County approved Holidays	Weekends (Saturday) - $195.00 >8hrs $260.00 Holidays and Sunday - $260.00
4. Plumbing Technician – Master or Journeyman	
a. Regular Hours – 7:00 am – 5:00 pm	$120.00
b. After Regular Hours – 5:01 pm – 6:59 am	$180.00
c. Weekends or County approved Holidays	Weekends (Saturday) - $180.00 >8hrs $240.00 Holidays and Sunday - $240.00
5. Electrical Technician – Master or Journeyman	
a. Regular Hours – 7:00 am – 5:00 pm	$120.00
b. After Regular Hours – 5:01 pm – 6:59 am	$180.00
c. Weekends or County approved Holidays	Weekends (Saturday) - $180.00 >8hrs $240.00 Holidays and Sunday - $240.00
6. Emergency Response on Weekends or Approved Williamson County Holidays	
HVAC Technician - Master	$ SAME AS #1
Chiller / Technician - Master	$ SAME AS #2
Controls Technician	$ SAME AS #3
Plumbing - Master	$ SAME AS #4
Electrical – Master	$ SAME AS #5
Personnel Level	
7. Service Vehicle Fee – per call	$50.00 per vehicle per call

Exhibit "A"
Quote/Proposal

Materials – Remedial Repairs:
Materials not covered under this services agreement:

- Contractor shall invoice at cost plus 32% gross margin. County retains right to audit all equipment invoices.
    - 90-day labor warranty on service repairs performed, any MFG parts warranties will be extended.

Commissioners Court - Regular Session **38.**

Meeting Date: 04/11/2023

Approval of Purchase of Falcon Complete License Subscription from CDW-G LLC 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 purchase #2023149 between Williamson County and CDW-G, LLC for a one (1) year license subscription for Falcon Complete for the amount of $139,695.80, pursuant to TIPS contract #200105, and authorizing the purchase.

Background

Williamson County ITS seeks to procure, through CDW-G, a vender providing managed detection and response software for detecting, stopping, and responding to cybersecurity incidents. This is a planned, budgeted expense, and shall be paid to CDW-G from the Technology Services budget 01.0100.0503.004100. If approved, it will be an annual subscription. Department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/05/2023 02:59 PM
County Judge Exec Asst.	Becky Pruitt	04/05/2023 03:52 PM
Form Started By: Mary Watson		Started On: 02/22/2023 10:03 AM
Final Approval Date: 04/05/2023		

Commissioners Court - Regular Session **39.**

Meeting Date: 04/11/2023

Shared-Use Path Grant Application Request - Brushy Creek Trail Extension

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for the Parks Department to make application for a TxDOT 2023 Transportation Alternative grant for a shared-use path extension on the Brushy Creek Regional Trail.

Background

Grant request is for $5,569,991 to fund the planning, design, ROW acquisition/easement and construction of an approximate 1.5 mile, 10' shared-use path that will complete the connection of the existing western portion of the Brushy Creek Regional Trail along Hairy Man Road with the eastern portion of the Brushy Creek Regional Trail in Round Rock. This project will enhance connectivity with residential areas. Grant match requirement is 20% ($1,113,998) and is anticipated to come from Park Bond funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant request for Brushy Creek Regional Trail Extension

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2023 11:22 AM
Form Started By: Russell Fishbeck		Started On: 04/03/2023 10:40 AM
Final Approval Date: 04/03/2023		

Grant Title/Project Name:	2023 Transportation Alternatives (TA)/Brushy Creek Regional Trail Extension Project (P551)
Department:	Parks
Requestor:	Russell Fishbeck
Contact Email:	Russell.Fishbeck@wilco.org
Contact Phone Number:	512-943-1922
Start Date:	6/1/2023
End Date:	6/1/2025
Please select request category:	Project Funding Assistance
Describe the purpose of the grant in detail to include all requirements.	Construction funding for an approximate 1.5 mile, 10' wide Shared-Use Path that will complete the connection of the existing western portion of the Brushy Creek Regional Trail with the eastern portion of the Brushy Creek Regional Trail in Round Rock (in the vicinity of Hairy Man Road). This project will enhance connectivity with residential areas and downtown Round Rock.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$5,569,991.00
Please provide a breakdown of the total cost above.	$0 - estimate cost to prepare planning document $784,490 - estimate cost to prepare construction plans, specifications and estimates $0 - estimate cost to prepare environmental documentation $304,500 - estimate cost to acquire ROW $4,481,001 - estimated construction cost $1,113,998 - 20% grant match
Is there a match requirement?	Yes
What is the source of the match?	Anticiapted 20% ($1,113,998) match to come from Park Bond funds
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	

How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	n/a
How is this item request different from any similar assets currently in the County and/or region?	n/a

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	n/a
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	n/a
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	For each additional mile of trail added to the County's trail system inventory results in additional surface to patrol, maintain and repair. Since the trail surface will be concrete, maintenance will be minimized; however due to trail location, some areas are more wooded than others and will result in occasional tree/limb related maintenance and care. On-going litter collection and trimming of grass along the trail is another added maintenannce responsibility.
Where will the item be stored?	n/a
What is the useful life of the item?	30+ years
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	For each additional mile of trail added to the County's trail inventory will result in additional surface to patrol, maintain and repair. Since the trail surface will be concrete, maintenance will be minimized; however due to trail location, some areas are more wooded than others and will result in occasional tree/limb related maintenance and care. On-going trimming of grass along the trail is another added maintenannce responsibility.
How will this item be funded when the grant ends?	Park bond funds and Parks Department operating budget.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	The overall budgetary impact is expense reduction related to development costs for the project.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	This additional segment of trail should not result in the need for any additional equipment. Current inventory of equipment should be sufficient to meet needs associated with on-going maintenance.
What is the cost and frequency to maintain/update the additional equipment?	n/a
What is the impact of this grant application on other internal/county departments?	n/a
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
If yes, how much is the match amount?	20%
ID	106
Version	5.0

Attachments	False
Created	2/23/2023 11:34 AM
Created By	Russell Fishbeck
Modified	4/3/2023 10:22 AM
Modified By	Russell Fishbeck

Commissioners Court - Regular Session **40.**

Meeting Date: 04/11/2023

Shared-Use Path Grant Application Request - Southwest Taylor

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for the Parks Department to make application for a TxDOT 2023 Transportation Alternative grant for a shared-use path between CR137 and the Samsung plant west of Taylor. Project is associated with a future road project.

Background

Grant request is for $8,763,000 to fund the planning documents, construction plans, specifications and construction costs of an approximate 7.2 mile, 10' wide shared-use path between CR137 and the Samsung Plant west of Taylor. This project will enhance connectivity with residential areas. Grant match requirement is 20% ($1,752,600) and is anticipated to come from Park Bond funds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant request for Share-Use Path west of Taylor

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2023 11:23 AM
Form Started By: Russell Fishbeck		Started On: 04/03/2023 11:00 AM
Final Approval Date: 04/03/2023		

Grant Title/Project Name:	2023 Transportation Alternatives (TA)/Southwest Taylor Shared-Use Path Improvements
Department:	Parks
Requestor:	Russell Fishbeck
Contact Email:	Russell.Fishbeck@wilco.org
Contact Phone Number:	512-943-1922
Start Date:	6/1/2023
End Date:	6/1/2025
Please select request category:	Project Funding Assistance
Describe the purpose of the grant in detail to include all requirements.	Construction funding for a 7.2 mile, 10' wide Shared-Use Path between CR137 and the Samsung plant west of Taylor that will connect residential areas to the Samsung plant as well as other major employment centers.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$8,763,000.00
Please provide a breakdown of the total cost above.	$201,221 - estimate cost to prepare planning document $503,053 - estimate cost to prepare construction plans, specifications and estimates $201,221 - estimate cost to prepare environmental documentation $0 - estimate cost to acquire ROW $7,857,505 - estimated construction cost $1,752,600 - 20% grant match
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from Park Bond funds
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the	

function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	n/a
How is this item request different from any similar assets currently in the County and/or region?	n/a
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	n/a

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	n/a
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	For each additional mile of trail added to the County's trail system inventory results in additional surface to patrol, maintain and repair. Since the trail surface will be concrete, maintenance will be minimized; however due to trail location, some areas are more wooded than others and will result in occasional tree/limb related maintenance and care. On-going litter collection and trimming of grass along the trail is another added maintenannce responsibility.
Where will the item be stored?	n/a
What is the useful life of the item?	30+ years
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	For each additional mile of trail added to the County's trail inventory will result in additional surface to patrol, maintain and repair. Since the trail surface will be concrete, maintenance will be minimized; however due to trail location, some areas are more wooded than others and will result in occasional tree/limb related maintenance and care. On-going trimming of grass along the trail is another added maintenannce responsibility.
How will this item be funded when the grant ends?	Park bond funds and Parks Department operating budget.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	The overall budgetary impact is expense reduction related to development costs for the project.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	This additional segment of trail should not result in the need for any additional equipment. Current inventory of equipment should be sufficient to meet needs associated with on-going maintenance.
What is the cost and frequency to maintain/update the additional equipment?	n/a
What is the impact of this grant application on other internal/county departments?	n/a
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
If yes, how much is the match amount?	$1,752,600
ID	107

Version	4.0
Attachments	False
Created	2/23/2023 12:16 PM
Created By	Russell Fishbeck
Modified	4/3/2023 10:29 AM
Modified By	Russell Fishbeck

Commissioners Court - Regular Session **41.**

Meeting Date: 04/11/2023

Animal Shelter Donations BA Rev 04.11.23

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for January 2023 through March 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$59,725.11
	0546.0000.367440	Jane's Fund Donations	$14,232.28
	0546.0000.367443	Heart Worm Donations	$12,382.18
	0546.0000.367445	SIT Team Donations	$751.00
	0546.0000.367447	Animal Transport Donations	$5,125.00
	0546.0000.367448	Kitten Care Donations	$4.465.00
	0546.0000.370150	Sales of Pet Care Products	$835.86

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:18 AM
Form Started By: Melanie Denny		Started On: 04/05/2023 02:19 PM
Final Approval Date: 04/06/2023		

Commissioners Court - Regular Session **42.**

Meeting Date: 04/11/2023

Animal Shelter Donations BA Exp 04.11.23

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for January 2023 through March 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$835.86
	0546.0546.003670	Use of Donations	$59,725.11
	0546.0546.004100	Professional Services	$14,232.28
	0546.0546.004105	Foster Home Care	$4,465.00
	0546.0546.004231	Travel	$5,125.00
	0546.0546.004232	Training	$751.00
	0546.0546.004975	Animal Medical Care	$12,382.18

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:19 AM
Form Started By: Melanie Denny		Started On: 04/05/2023 02:19 PM
Final Approval Date: 04/06/2023		

Commissioners Court - Regular Session **43.**

Meeting Date: 04/11/2023

2138 CR 101 Reconstruction Change Order #6 (Final 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. 6 in the amount of $40,347.72 for Project 2138 CR 101 (James Construction Group) P: 269 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. The Contractor placed lime in additional areas that were not identified in the plans.

This Change Order results in an increase of $40,347.72 to the Contract amount, for an adjusted Contract total of $12,347,876.32. The original Contract amount was $13,092,842.00. As a result of this and all Change Orders to-date, $744,965.68 has been deducted from the Contract, resulting in a 5.69% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2138-CR 101 CO#6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:23 AM
Form Started By: Julissa Vasquez		Started On: 04/05/2023 03:36 PM
Final Approval Date: 04/06/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **10+06** to Sta. **208-51**

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:	***2138***
Roadway:	**CR 101**
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered:

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 4-5-23

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$40,347.72**

RECOMMENDED FOR EXECUTION:

4/5/2023
Project Manager Date

N/A
Design Engineer Date

4/5/2023
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: *6* ***Project #*** *2138*

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
260-6001	LIME (HYDRATED LIME (DRY))	TON	$160.11	2,351.00	$376,418.61	252.00	2,603.00	$416,766.33	$40,347.72
	TOTALS				$376,418.61			$416,766.33	$40,347.72

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 101 Reconstruction

Williamson County Project No. 2138

Change Order No. 6

Reason for Change

This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in an increase of $40,347.72 to the Contract amount, for an adjusted Contract total of $12,347,876.32. The original Contract amount was $13,092,842.00. As a result of this and all Change Orders to-date, $744,965.68 has been deducted from the Contract, resulting in a 5.69% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session **44.**

Meeting Date: 04/11/2023

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 purchase contract with William C. Long and Susan J. Long for 0.007 acres needed as right of way on the CR 255 project (Parcel 10). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:19 AM
Form Started By: Charlie Crossfield		Started On: 04/05/2023 02:56 PM
Final Approval Date: 04/06/2023		

REAL ESTATE CONTRACT
County Road 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **WILLIAM C. LONG AND SUSAN J. LONG** (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:

> A description of 0.007 acres (approximately 283 sq. ft.) in the James Northcross Survey, Abstract No. 478, Williamson County, Texas; said 0.007 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 10**);

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 TWO THOUSAND and 00/100 Dollars ($2,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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 Title Insurance Company on or before April 30, 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").

GRANTOR:

_____

William C. Long

GRANTOR:

_____

Susan J. Long

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2023 by William C. Long 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 Susan J. Long in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

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.

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 subject matter within.

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 after May 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]

SGL

SELLER:

William C. Long

Date: 3-24-2023

Susan J. Long

Susan J. Long

Date: 3-24-2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravel, 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

0.007 ACRE RIGHT-OF-WAY PARCEL NO. 10
WILLIAM C. LONG AND SUSAN J. LONG
PORTION OF A CALLED 4.908 TRACT
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.007 ACRES (APPROXIMATELY 283 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 4.908 ACRE TRACT OF LAND CONVEYED TO WILLIAM C. LONG AND SUSAN J. LONG, DATED OCTOBER 09, 1985, FILED OF RECORD IN VOLUME 1255, PAGE 111, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.007 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, the Northeast corner of said called 4.908 acre tract and the Southeast corner of that certain called 3.25 acre tract of land as described in the deed conveyed Steve R. & Jill Kaufman in Document No.: 199847657, Official Public Records, Williamson County, Texas, a ½ inch iron rod w/cap marked "1847" found in the West right of way line of County Road 255 (variable width right-of-way);

THENCE South 18°26'32" East with the East line of said called 4.908 acre tract and the West right-of-way line of said County Road 255 a distance of 98.73 feet to the South corner of the herein described tract, a set ½ inch iron rod with cap marked "Walker 5283", from which a 3/8 inch Iron Rod with spinner bears South 18°26'32" East a distance of 162.77 feet;

THENCE in a Northwesterly direction across said Long tract with a curve to the left an arc distance of 98.79 feet, having a radius of 6,632.00 feet (a chord bearing of North 21°54'40" West, a chord distance of 98.79 feet, and a delta angle of 00°51'12") to the Northwest corner of the herein described tract, a ½ inch iron rod with cap marked "Walker 5283" set in the North line of said Long tract and the South line of said Kaufman tract;

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]

SJL
WC

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.007 ACRES (APPROXIMATELY 283 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 4.908 ACRE TRACT OF LAND CONVEYED TO WILLIAM C. LONG AND SUSAN J. LONG, IN A DEED DATED OCTOBER 8, 1985 AND RECORDED IN VOLUME 1255, PAGE 111, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N 70°23'22" E	5.98'
L2	S 18°26'32" E	98.73'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6632.00'	98.79'	98.79'	N 21°54'40" W	0°51'12"

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

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 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."

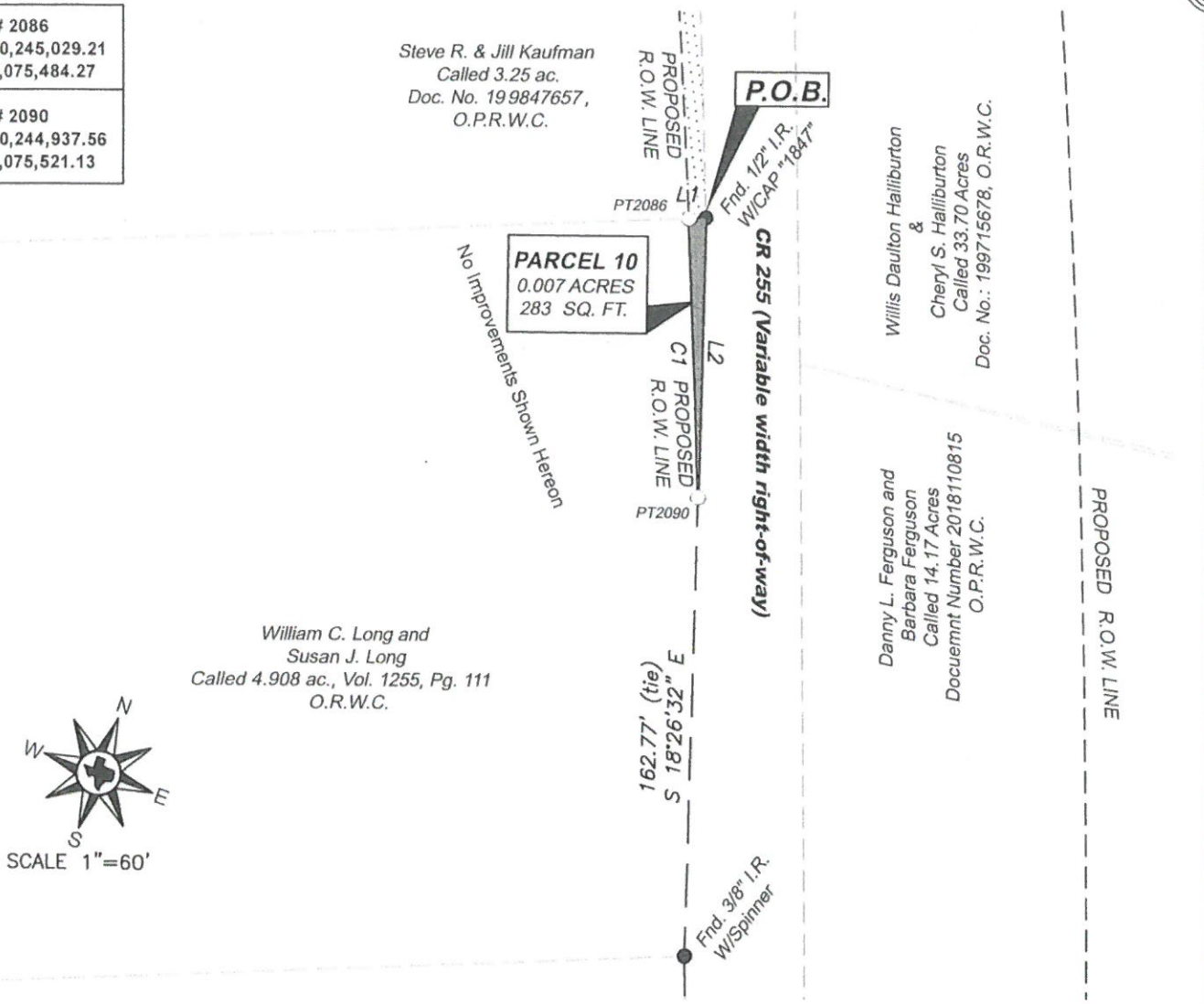
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022
DRAWING NO.: 0750504-02-PARCEL 10
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

PT# 2086
N:10,245,029.21
E:3,075,484.27
PT# 2090
N:10,244,937.56
E:3,075,521.13



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6632.00'	98.79'	98.79'	N 21°54'40" W	0°51'12"

LINE	BEARING	DISTANCE
L1	N 70°23'22" E	5.98'
L2	S 18°26'32" E	98.73'

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)

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"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

Parcel 10

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 **WILLIAM C. LONG AND SUSAN J. LONG**, 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 0.007 acres (approximately 283 sq. ft.) in the James Northcross Survey, Abstract No. 478, Williamson County, Texas; said 0.007 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 10**);

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,

THENCE North 70°23'22" East with the North line of said Long tract and the South line of said Kaufman tract a distance of 5.98 feet to the **POINT OF BEGINNNING**, having an area of 0.007 acres 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 10.

"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

PRELIMINARY

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.

11CAL

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 **45.**

Meeting Date: 04/11/2023

Hero Way 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 purchase contract with PAG West, LLC for 0.087 acres needed as right of way on the Hero Way project (Parcel 300). Funding Source; Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/06/2023 11:20 AM
Form Started By: Charlie Crossfield		Started On: 04/05/2023 02:58 PM
Final Approval Date: 04/06/2023		

REAL ESTATE CONTRACT
Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PAG West, LLC** (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 0.087 acre (3,796 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 125, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 300**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A," any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SIXTY THOUSAND NINETY-FOUR and 00/100 Dollars ($60,094.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03.1. Grantor's reservation of Utility Joint Use Agreement. Grantor reserves the rights contained within the Utility Joint Use Agreement, attached hereto and incorporated herein for all purposes as Exhibit "B."

The rights and obligations of the parties in this Section 2.03 shall survive the Closing of

this transaction, and are not otherwise merged herein.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the current, actual knowledge of Seller:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation, and in as-is, where-is condition.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of First American Title Company on or before May 7, 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 Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for those matters set forth in the Deed.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "C" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to the terms of such policy, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next proceeding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

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.

Compliance

8.08 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

8.09 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

8.10 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

PAG West, LLC

By: _____

Name: Maggie Feher

Its: Assistant Secretary

Date: 3/10/23

Address: Jason Nichol
VP, Deputy General Counsel
2555 S. Telegraph Rd
Bloomfield Twp, MI 48302
(248) 648-2567 (direct)
(989) 944-1846 (mobile)

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

[insert]

EXHIBIT A

County: Williamson
Parcel: 300
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 300

METES & BOUNDS DESCRIPTION FOR A 0.087 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1, BLOCK B OF PAG LEANDER H1, PHASE 1 FINAL PLAT, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020085884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 1 BEING A PORTION OF A CALLED 17.31 ACRE TRACT OF LAND AS CONVEYED TO PAG WEST, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019015614 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.087 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "Doucet" found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Number 2004088731 of the Official Public Records of Williamson County, Texas, at the common south corner of the above described Lot 1, Block B and PAG West Tract, and at the west corner of a called 13.342 acre tract of land as conveyed to Roger Beasley Mazda, Inc. by Special Warranty Deed recorded in Document Number 2022042091 of the Official Public Records of Williamson County, Texas, for the south corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with an unreadable cap found on the northeast right-of-way line of said U.S. Highway 183A at point of curvature, bears S 50°27'14" E a distance of 113.57 feet;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the common southwest line of said Lot 1, Block B and said PAG West Tract, N 50°27'14" W a distance of 165.82 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,801.62, E: 3,080,880.94) set for the beginning of a non-tangent curve to the left and the northwest corner of the herein described tract, 551.49 feet left of FM 2243 baseline station 96+72.82, from which a TXDOT Type II brass right-of-way monument found on the northeast right-of-way line of said U.S. Highway 183A for a point of curvature, bears N 50°27'14" W a distance of 264.38 feet;

THENCE, over and across said Lot 1, Block B and said PAG West Tract, along said curve to the left, an arc distance of 173.64 feet, having a radius of 988.00 feet, a central angle of 10°04'10" and a chord which bears S 67°35'27" E a distance of 173.41 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, for the northeast corner of the herein described tract, 432.43 feet left of FM 2243 baseline station 97+98.91, from which a 1/2-inch iron rod with cap stamped "Doucet" found for an angle point on the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, bears N 39°25'29" E a distance of 839.00 feet;

THENCE, with the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, S 39°25'29" W a distance of 51.10 feet to the **POINT OF BEGINNING** and containing 0.087 acre (3,796 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.

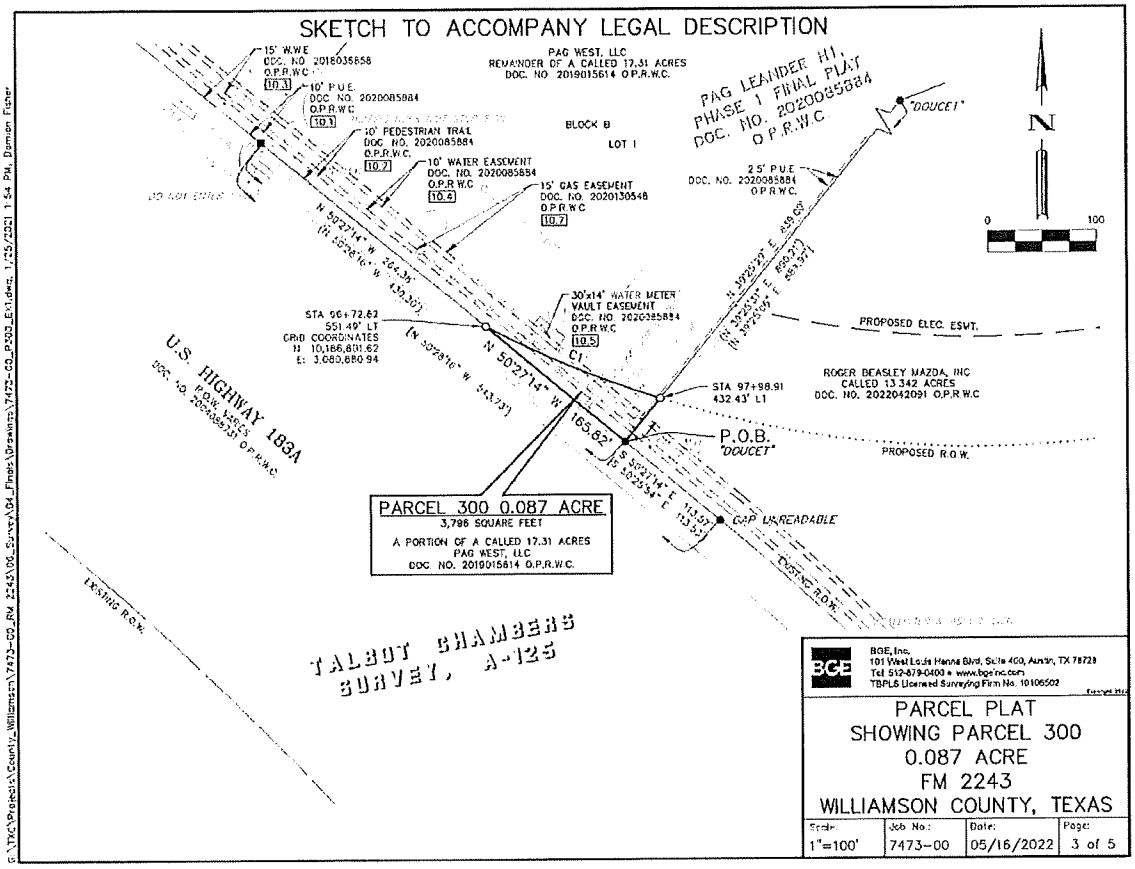
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



05/16/2022
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:	May 16, 2022
Project Number:	7473-00



G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P300_Exhibit.dwg, 1/25/2021 1:54 PM, Damien Fisher

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LEGEND

B.	BOLLARD
DOC.	DOCUMENT
ELEC.	ELECTRIC
F.H.	FIRE HYDRANT
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
STM.	STORM
S.V.	SPRINKLER VALVE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.E.	WASTEWATER EASEMENT
( )	RECORD INFO FOR DOC. NOS. 2020085884 & 2019015614 O.P.R.W.C.
[ ]	RECORD INFO. FOR DOC. NO. 2004088731 O.P.R.W.C.
{ }	RECORD INFO. FOR DOC. NO. 2022042091 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
o	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
■	FOUND TYPE II BRASS R.O.W. MONUMENT IN CONCRETE
	EDGE OF ASPHALT
10.1	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 39°25'29" W	51.10'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	173.64'	988.00'	10°04'10"	S 67°35'27" E	173.41'

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.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

5/16/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158396, DATED EFFECTIVE JANUARY 18, 2022 AND ISSUED ON JANUARY 26, 2022.

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

PARCEL PLAT
SHOWING PARCEL 300
0.087 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/16/2022	4 of 5

EXHIBIT "B"

UJUA

[insert]

UTILITY JOINT USE AGREEMENT

PROJECT NAME: PAG Leander H1
ADDRESS: 9550 183A Toll Road, Leander
COUNTY, STATE: Williamson County, Texas 78641
LEGAL DESCRIPTION: S12374 – PAG Leander H1 PH 1, Block B, Lot 1, 0.0153 acres

THIS UTILITY JOINT USE AGREEMENT (this "Agreement") is made and entered into effective _____, 2023 (the "Effective Date") by and between PAG West, LLC, a Delaware limited liability company ("PAG"), and the County of Williamson, Texas ("County").

RECITALS:

WHEREAS, PAG is conveying to the County certain property for the above indicated highway right-of-way, as set forth in deed of even date recorded in Doc. 2023_____, Williamson County, Texas Official Public Records; and

WHEREAS, the County proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, PAG proposes to retain and use certain stormwater drainage utility facilities for continued drainage conveyance into the existing roadway drainage system in order to continue to convey drainage from its adjacent property to the existing drainage system in the highway right-of-way, and to retain title to any easement, use and property rights it now has or may have on, along or across, and within or over that certain property as described on Exhibit A attached hereto and incorporated herein ("Property").

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and acknowledgments herein contained, the parties mutually agree as follows:

1. It is agreed that joint usage for both highway and drainage purposes will be made of the area within the highway right-of-way limits as such area is defined and to the extent indicated on Exhibit A. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in PAG within the above-described area. If the facilities shown on Exhibit A need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of PAG's future proposed changes to its own facilities, PAG and the County agree to notify each other at least 60 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, the party acting under the emergency agrees to notify the other party promptly.

2. If any such alteration, modification, or new construction proposed by PAG conflicts with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, County shall have the right, after receipt of notice from PAG, to

prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not, however, require the routing of any lines outside of the area of joint usage above described or otherwise prohibit or restrict PAG's drainage rights.

3. If PAG's facilities are located along a controlled access highway, PAG agrees that ingress and egress for servicing its facilities will be limited to highway frontage roads, nearby or adjacent public roads and streets, or trails along or near the highway right-of-way lines which connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes, or other appurtenances of PAG's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by County to PAG setting forth the conditions for policing and other controls to protect highway users, provided, such condition shall not prohibit or restrict PAG's drainage rights. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, PAG shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish required repairs, provided County is notified immediately when such repairs are initiated and adequate provisions are made by PAG for the convenience and safety of highway traffic. Except as expressly provided herein, PAG's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as applicable to the general public.

4. This Agreement shall run with the property described on Exhibit A, and shall apply to, be binding upon, an inure to the benefit of the parties and their respective successors and assigns.

5. To the extent allowed by law, in the event of any dispute between the parties arising out of or in connection with this Agreement, the prevailing party in such dispute will be entitled to recover from the non-prevailing party all of its costs and expenses incurred in connection with such dispute, including court costs, expert witness fees and reasonable attorney's fees.

6. This Agreement shall be governed and interpreted under the laws of the State of Texas.

7. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and neither party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be varied except by written agreement executed by the parties.

8. If any items, terms, or provisions contained in this Agreement are in conflict with any applicable Federal, state, or local laws, then this Agreement shall be affected only as to its application to such items, terms, or provisions, and shall in all other respects remain in full force and effect. The terms and provisions of this Agreement are severable, and if any provision, term, or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be illegal, unenforceable, invalid, or unconstitutional for any reason, (i) the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby, and (ii) this Agreement and its interpretation and enforcement shall be affected only as to the application of any such items, terms,

or provisions deemed illegal, unenforceable, invalid, or unconstitutional, and this Agreement shall in all other respects remain in full force and effect.

9. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as FedEx or UPS), or sent by email, and properly addressed as provided below. Each notice given by mail shall be deemed to be given and received on the second (2nd) business day after deposit in the U.S. Mails; each notice delivered by overnight delivery service shall be deemed to have been given and received on the next business day following deposit thereof with the overnight delivery company; and each notice given by email shall be deemed to have been given and received upon transmission to the correct addressee; provided, a copy of such notice is also deposited on that date in the U.S. Mail or with an overnight delivery service for delivery to the party to be notified as provided therein. Upon change of address of either party, such party shall give written notice of such change to the other party in accordance with the foregoing. Inability to deliver because of changed address or status of which no notice was given shall be deemed to be receipt of the notice sent, effective as of the date such notice would otherwise have been effective as provided herein.

If to PAG: Jason Nichol
2555 S. Telegraph Rd
Bloomfield Twp, MI 48302
Telephone: (248) 648-2567
E-mail: JNichol@penskeautomotive.com

with required copy to: Graves Dougherty Hearon & Moody
401 Congress Avenue, Suite 2700
Austin, TX 78701
Attention: Wm. Terry Bray
Telephone: (512) 480-5635
Email: tbray@gdhm.com

If to County: _____
_____
_____
Attention: _____
Telephone: _____
E-mail: _____

with required copy to: _____
_____
_____
Attention: _____
Telephone: _____
Email: _____

10. Each party agrees to execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things as may be required by law, or as may be required to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

[*Signatures on following pages*]

PAG WEST, LLC,
A Delaware limited liability company

By: _____
Name: Maggie Feher
Title: Assistant Secretary

ACKNOWLEDGMENT

THE STATE OF MICHIGAN §
§
COUNTY OF OAKLAND §

This instrument was acknowledged before me on this 10th day of March, 2023, by Maggie Feher, Assistant Secretary of PAG WEST, LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public, State of Michigan

DEIRDRE THOMAS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Mar. 27, 2025
Acting in the County of Oakland

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr
County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____, 2023, by Bill Gravell, County Judge of Williamson County, Texas, on behalf of said county.

_____
Notary Public, State of Texas

EXHIBIT "C"

Deed

[insert]

Parcel 300

DEED
Hero Way 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 **PAG West, LLC,** a Delaware limited liability company, 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"):

0.087-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; being a portion of Lot 1, Block B of Pag Leander H1, Phase 1 Final Plat, A Subdivision recorded in Document Number 2020085884 of the official public recorded of Williamson County, Texas, said Lot 1 being a portion of a called 17.31 acre tract of land as conveyed to Pag West, LLC by Special Warranty Deed recorded in Document Number 2019015614 of the being more particularly described by metes and bounds as follows and shown on the attached Exhibit A, attached hereto and incorporated herein **(Parcel 300);**

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: Drainage facilities described further in Exhibit B, attached hereto and incorporated herein.

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; and all matters set forth on Exhibit B, attached hereto and incorporated herein.

In addition to the Reservations set forth in Exhibit B, 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 Hero Way.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, except as to the Reservation from and Exceptions to Conveyance and Warranty.

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:

PAG West, LLC

By: _____

Name: Maggie Feher

Title: Assistant Secretary

ACKNOWLEDGMENT

THE STATE OF Michigan §
§
COUNTY OF Oakland §

This instrument was acknowledged before me on this the 10th day of the month of March, 2023, by Maggie Feher and authorized agent of PAG West, LLC, 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

DEIRDRE THOMAS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Mar. 27, 2025
Acting in the County of Oakland

GRANTEE:

Williamson County, Texas

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of the month of _____ , 2023, by _____ and authorized agent of Pag West, LLC, 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

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

EXHIBIT A

County: Williamson
Parcel: 300
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 300

METES & BOUNDS DESCRIPTION FOR A 0.087 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1, BLOCK B OF PAG LEANDER H1, PHASE 1 FINAL PLAT, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020085884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 1 BEING A PORTION OF A CALLED 17.31 ACRE TRACT OF LAND AS CONVEYED TO PAG WEST, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019015614 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.087 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "Doucet" found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Number 2004088731 of the Official Public Records of Williamson County, Texas, at the common south corner of the above described Lot 1, Block B and PAG West Tract, and at the west corner of a called 13.342 acre tract of land as conveyed to Roger Beasley Mazda, Inc. by Special Warranty Deed recorded in Document Number 2022042091 of the Official Public Records of Williamson County, Texas, for the south corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with an unreadable cap found on the northeast right-of-way line of said U.S. Highway 183A at point of curvature, bears S 50°27'14" E a distance of 113.57 feet;

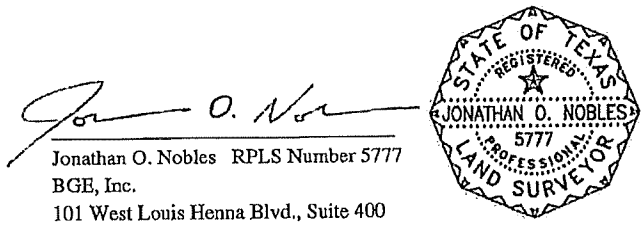
THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the common southwest line of said Lot 1, Block B and said PAG West Tract, N 50°27'14" W a distance of 165.82 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,801.62, E: 3,080,880.94) set for the beginning of a non-tangent curve to the left and the northwest corner of the herein described tract, 551.49 feet left of FM 2243 baseline station 96+72.82, from which a TXDOT Type II brass right-of-way monument found on the northeast right-of-way line of said U.S. Highway 183A for a point of curvature, bears N 50°27'14" W a distance of 264.38 feet;

THENCE, over and across said Lot 1, Block B and said PAG West Tract, along said curve to the left, an arc distance of 173.64 feet, having a radius of 988.00 feet, a central angle of 10°04'10" and a chord which bears S 67°35'27" E a distance of 173.41 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, for the northeast corner of the herein described tract, 432.43 feet left of FM 2243 baseline station 97+98.91, from which a 1/2-inch iron rod with cap stamped "Doucet" found for an angle point on the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, bears N 39°25'29" E a distance of 839.00 feet;

THENCE, with the common southeast line of said Lot 1, Block B and said PAG West Tract and the northwest line of said Roger Beasley Tract, S 39°25'29" W a distance of 51.10 feet to the **POINT OF BEGINNING** and containing 0.087 acre (3,796 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.

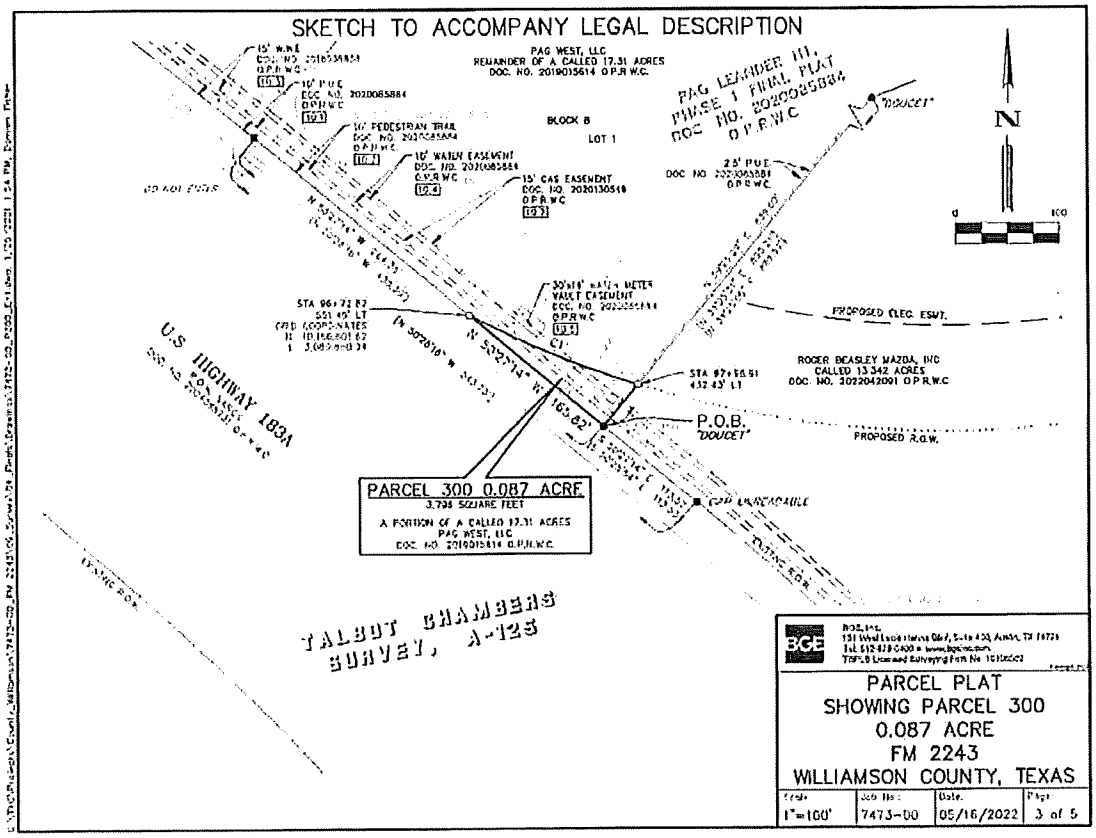
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



05/16/2022
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:	May 16, 2022
Project Number:	7473-00


SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PAG WEST, LLC
REMAINDER OF A CALLED 17.31 ACRES
DOC. NO. 2019015614 O.P.R.W.C.
PAG LEANDER III, PHASE 1 FINAL PLAT DOC. NO. 2020025884 O.P.R.W.C
BLOCK B
LOT 1
15' W.M.E.
10' P.U.E.
10' PEDESTRIAN TRAIL
10' WATER EASEMENT
15' GAS EASEMENT
25' P.U.E.
30'x18' WATER METER VAULT EASEMENT
PROPOSED ELEC. ESMT.
ROGER BEASLEY MAZDA, INC
CALLED 13.342 ACRES
DOC. NO. 2022042001 O.P.R.W.C
P.O.B.
"DOUCET"
PROPOSED R.O.W.
U.S. HIGHWAY 183A
PARCEL 300 0.087 ACRE
3,795 SQUARE FEET
A PORTION OF A CALLED 17.31 ACRES
PAG WEST, LLC
DOC. NO. 2019015614 O.P.R.W.C.
TALBOT CHAMBERS SURVEY, A-125
N
PARCEL PLAT
SHOWING PARCEL 300
0.087 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS
Scale: 1"=100'
Job No.: 7473-00
Date: 05/16/2022
Page: 3 of 5

LEGEND

B.	BOLLARD
DOC.	DOCUMENT
ELEC.	ELECTRIC
F.H.	FIRE HYDRANT
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
STM.	STORM
S.V.	SPRINKLER VALVE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.E.	WASTEWATER EASEMENT
( )	RECORD INFO FOR DOC. NOS. 2020085884 & 2019015614 O.P.R.W.C.
[ ]	RECORD INFO. FOR DOC. NO. 2004088731 O.P.R.W.C.
{ }	RECORD INFO. FOR DOC. NO. 2022042091 O.P.R.W.C.
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
■	FOUND TYPE II BRASS R.O.W. MONUMENT IN CONCRETE
	EDGE OF ASPHALT
10.1	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 39°25'29" W	51.10'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	173.64'	988.00'	10°04'10"	S 67°35'27" E	173.41'

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.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

5/16/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158396, DATED EFFECTIVE JANUARY 18, 2022 AND ISSUED ON JANUARY 26, 2022.

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

PARCEL PLAT
SHOWING PARCEL 300
0.087 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No:	Date:	Page:
1"=100'	7473-00	05/16/2022	4 of 5

C:\TCAD\Projects\County_Assignment\7473-00_FM 2243\06_Survey\04_Final\Document\7473-00_PP300_ExhibitA.dwg 1/25/2023 1:54 PM, Damian Fisher

Exhibit B

Reservations and Exceptions

1. Reservation of Utility Joint Use. There is hereby excepted and reserved unto Grantor, its successors and assigns, and any subsequent owner(s) of all or any part of that certain tract of land located immediately adjacent to and north of the Property, being more particularly described in deed recorded in Document No. 2019015614, Official Public Records of Williamson County, Texas ("Grantor's Remaining Property"), a separate right to maintain, repair, and replace, a non-exclusive, perpetual contingent Utility Joint Use Agreement ("UJUA") over the portion of the Property described on Exhibit B-1, attached hereto and incorporated herein, for continued use as a subsurface drainage culvert connecting the existing detention pond located on Grantor's Remaining Property to 183A Toll Road right-of-way. Grantee shall have no responsibility or requirement to maintain any drainage culvert facilities allowed by this Reservation. The UJUA shall be executed by the parties and recorded simultaneously with this Deed.

   Grantee, its successors or assigns may at any time and at its sole expense modify or remove the portion of the drainage culvert located within the Property as necessary to accommodate any required public roadway facility and related appurtenances to be constructed on the Property, (i) subject to and in accordance with the provisions of the UJUA (including notices and plans), and (ii) so long as any existing stormwater detention outfall flows are permitted to flow across the Property and 183A Toll Road right-of-way or as otherwise directed by Grantor and permitted or approved by any applicable agency or entity having stormwater regulatory authority for the Property and the Grantor's Remaining Property. Such modification shall confirm that Grantor may continue all previously existing flows and shall automatically amend the UJUA upon completion of such reconstruction, and Grantor, its successors shall, upon request from Grantee, execute an amendment in recordable form for delivery to Grantee.

2. Exceptions. To the extent presently in force and applicable to the Property:

(a) Restrictive covenants as described in County Clerk's File No. 2020085884 of the Official Public Records of Williamson County, Texas.

(b) Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated for not.

(c) 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.

(d) The Public Utility, Landscape and Pedestrian, Wastewater, Pedestrian Trail, Water and Water Meter Vault easement(s) as set out on plat/map in County Clerk's File No. 2020085884 of the Official Public Records of Williamson County, Texas.

(e) Access Easement recorded in Volume 434, Page 205, of the Deed Records, Williamson County, Texas.

(f) Access Easement recorded in Volume 437, Page 142, of the Deed Records, Williamson County, Texas.

(g) Wastewater Easement granted to City of Leander, recorded in County Clerk's File No. 2018036858, of the Official Public Records, Williamson County, Texas.

(h) All matters as shown on recorded plat filed for record under County Clerk's File No. 2020085884, Official Public Records of Williamson County, Texas.

(i) Right of Way granted to Atmos Energy Corporation, Texas corporation, recorded in County Clerk's File No. 2020130548, of the Official Public Records, Williamson County, Texas.

(j) Utility Easement (Underground) granted to Pedernales Electric Cooperative, Inc., recorded in County Clerk's File No. 2021061319, of the Official Public Records, Williamson County, Texas.

(k) Terms, Conditions and Stipulations in the Agreement recorded in County Clerk's File No. 2011086121, and as further affected by addendum and amended addendum recorded in County Clerk's File No(s). 2012030292 and 2016010199, Official Public Records, Williamson County, Texas.

Commissioners Court - Regular Session **46.**

Meeting Date: 04/11/2023

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 2.982 acres for right of way and 0.146 acres for a drainage easement required for the construction of Hero Way. (Heroway Crossing, LLC/ Parcel 326) 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	04/06/2023 11:20 AM
Form Started By: Charlie Crossfield		Started On: 04/05/2023 03:00 PM
Final Approval Date: 04/06/2023		

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 2.982 acres (Parcel 326) and 0.146 acres (Parcel 326D) for a drainage easement described by metes and bounds in Exhibits "A-B" owned by **HEROWAY CROSSING, LLC** 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-B" 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: 326
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 326

METES & BOUNDS DESCRIPTION FOR A 2.982 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A 27.868 ACRE TRACT OF LAND AS CONVEYED TO HEROWAY CROSSING LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2020158793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.982 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northeast corner of the above described Heroway Tract, and at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004065021 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northeast corner of a called 4.377 acre tract described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, and at the northwest corner of a called 33.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, bears N 69°02'16" E a distance of 1,103.77 feet;

THENCE, departing the south right-of-way line of said Hero Way, with the east line of said Heroway Tract and the west line of said JNK Tract 5, S 21°12'00" E a distance of 259.44 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,595.42, E: 3,085,952.58) set for the southeast corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 147+31.92, from which a 1/2-inch iron rod found at the southeast corner of said Heroway Tract, and at the southwest corner of said JNK Tract 5, bears S 21°12'00" E a distance of 1,846.49 feet;

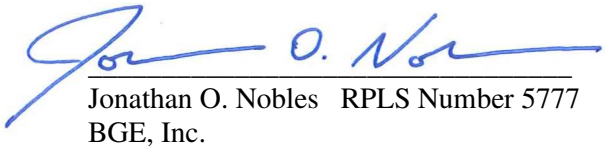
THENCE, departing the west line of said JNK Tract 5, over and across said Heroway Tract, S 75°22'22" W a distance of 580.14 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said Heroway Tract and the east line of a called 19.95 acre tract of land described as Tract 7 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004073628 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 141+51.78, from which a 1/2-inch iron rod with cap stamped "WATSON" found at the southwest corner of said Heroway Tract, and at the southeast corner of said JNK Tract 7, bears S 21°10'49" E a distance of 1,913.96 feet

THENCE, with the west line of said Heroway Tract and the east line of said JNK Tract 7, N 21°10'49" W a distance of 191.29 feet to a 3/8-inch iron rod found on the south right-of-way line of said Hero Way at the northwest corner of said Heroway Tract and at the northeast corner of said JNK Tract 7, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way at the northwest corner of said JNK Tract 7 and at the northeast corner of a called 19.9973 acre tract of land as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004073246 of the Official Public Records of Williamson County, Texas, bears S 68°44'21" W a distance of 412.71 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said Heroway Tract, N 68°37'36" E a distance of 576.26 feet to the **POINT OF BEGINNING** and containing 2.982 acres (129,875 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.





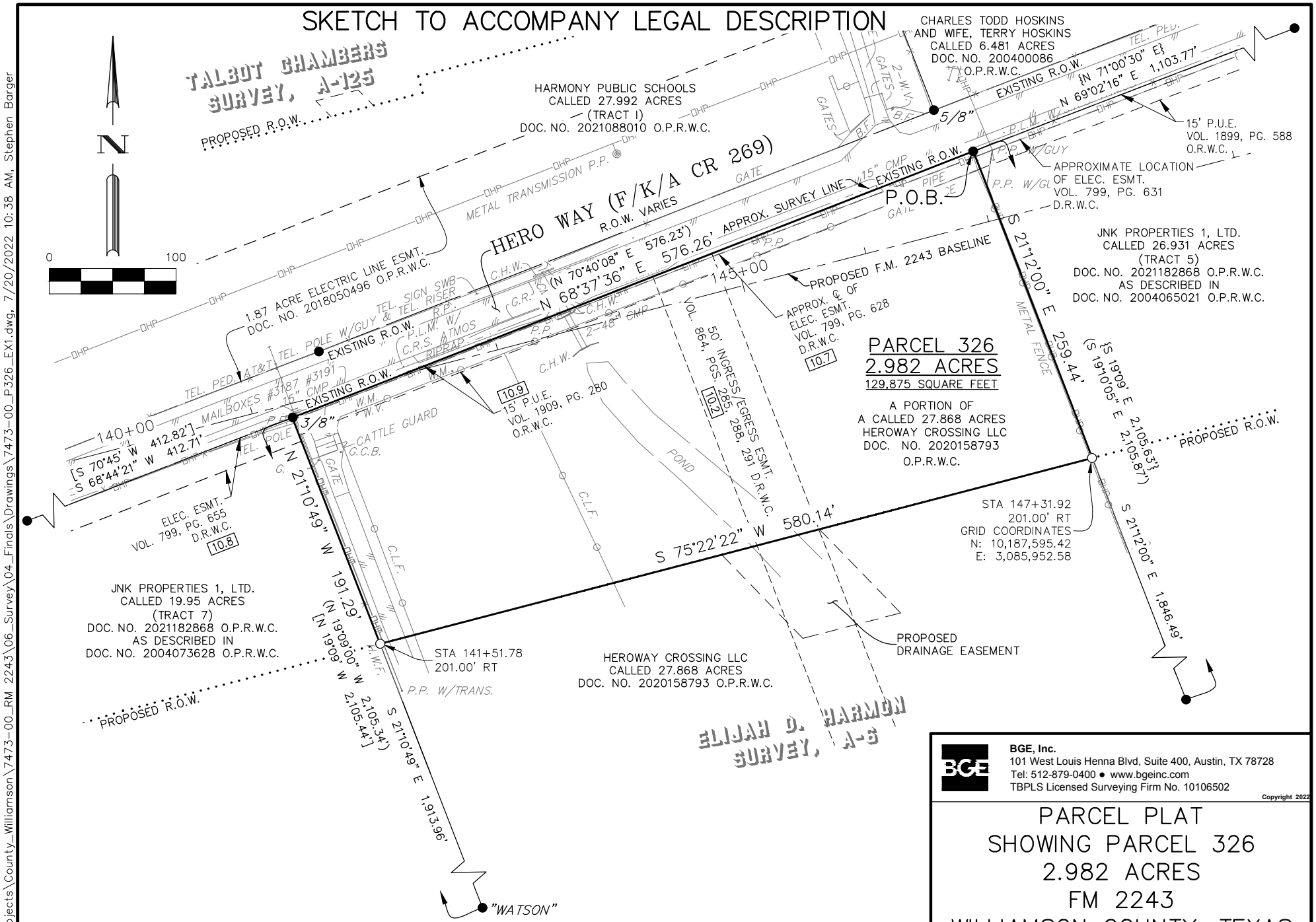
11/04/2022

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:	November 4, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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 326
2.982 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	11/04/2022	3 of 5

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LEGEND

B.F.	BOARD FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2004073628 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166330, DATED EFFECTIVE AUGUST 18, 2022J AND ISSUED ON AUGUST 30, 2022.

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 326
2.982 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	11/04/2022	4 of 5

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RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 653, PAGE 614, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2. INGRESS/EGRESS EASEMENT AS SET OUT IN VOLUME 864, PAGE 291 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3. ELECTRIC EASEMENT RIGHTS AS RESERVED IN VOLUME 653, PAGE 614 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (NOT PLOTTABLE)

10.4. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 409, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT THE SUBJECT TRACT.

10.5. A WATER LINE EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 438, PAGE 522 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 516, PAGE 358 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.7. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 628 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 655 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.9. A PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 280 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083090 OF THE OFFICIAL PUBLIC RECORDS OF 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.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

11/04/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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 326
2.982 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	11/04/2022	5 of 5

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EXHIBIT B

County: Williamson
Parcel: 326D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 326D

METES & BOUNDS DESCRIPTION FOR A 0.146 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 27.868 ACRE TRACT OF LAND AS CONVEYED TO HEROWAY CROSSING LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2020158793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.146 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 south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northeast corner of the above described Heroway Tract, and at the northwest corner of a called 26.931 acre tract of land described as Tract 5 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004065021 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northeast corner of a called 4.377 acre tract described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, and at the northwest corner of a called 33.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, bears N 69°02'16" E a distance of 1,103.77 feet, and also from which a 1/2-inch iron rod found at the southeast corner of said Heroway Tract, and at the southwest corner of said JNK Tract 5, bears S 21°12'00" E a distance of 2,105.93 feet; Thence, departing the south right-of-way line of said Hero Way, over and across said Heroway Tract, S 22°08'49" W a distance of 321.76 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,187,539.29, E: 3,085,737.48) for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 201.00 feet right of FM 2243 baseline station 145+09.60;

THENCE, continuing over and across said Heroway Tract, S 44°08'24" E a distance of 91.93 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said Heroway Tract, S 75°22'22" W a distance of 79.47 feet to a calculated point for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "WATSON" found at the southwest corner of said Heroway Tract, and at the southeast corner of a called 19.95 acre tract of land described as Tract 7 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004073628 of the Official Public Records of Williamson County, Texas, bears S 11°19'18" E a distance of 1,824.49 feet;

THENCE, continuing over and across said Heroway Tract, N 44°08'24" W a distance of 91.93 feet to a calculated point for the northwest corner of the herein described tract;

THENCE, continuing over and across said Heroway Tract, N 75°22'22" E a distance of 79.47 feet to the **POINT OF BEGINNING** and containing 0.146 acre (6,358 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.



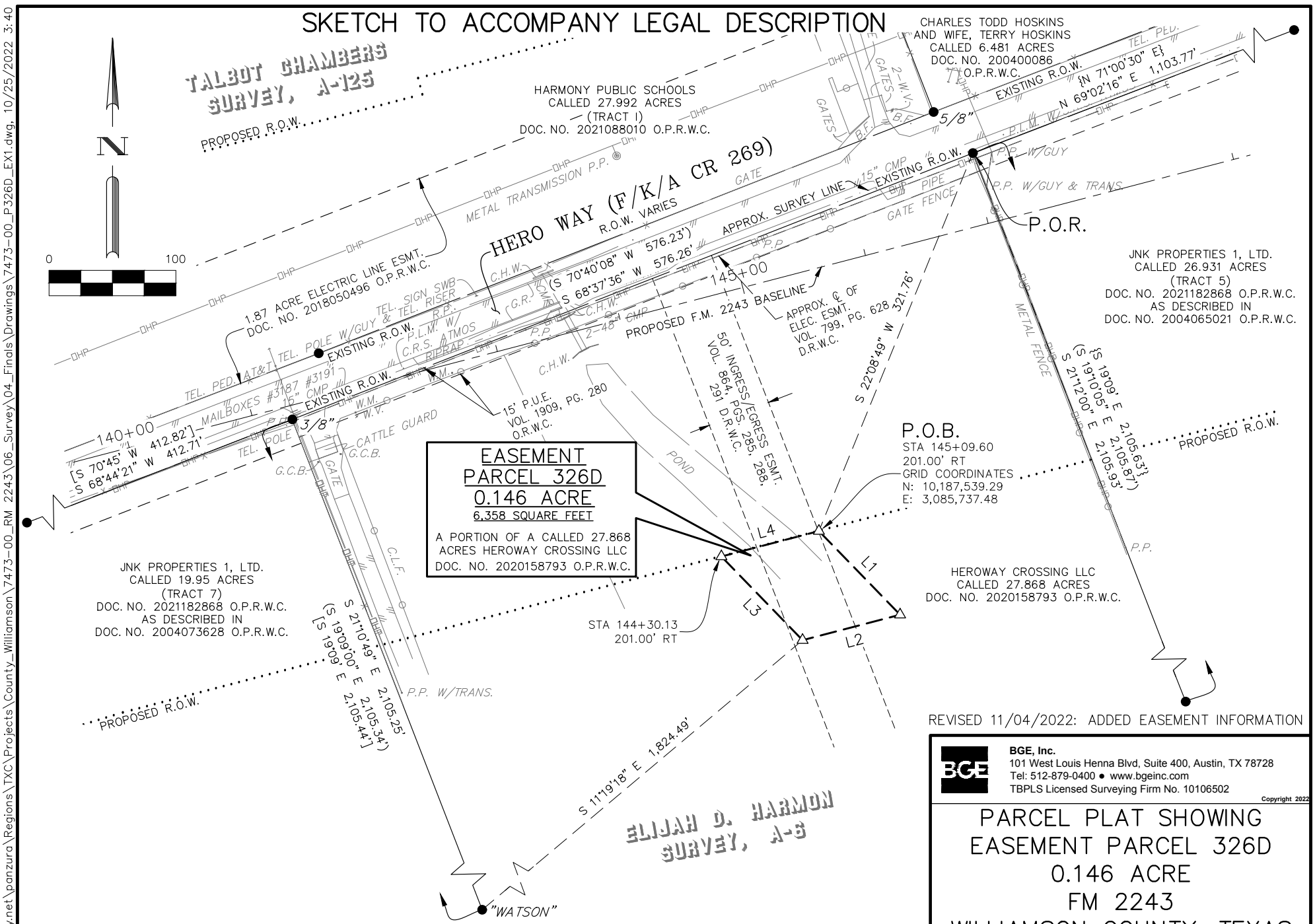
11/4/2022
Date

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:	October 25, 2022
Revised:	November 4, 2022
Project Number:	7473-00

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 11/04/2022: ADDED EASEMENT INFORMATION

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PARCEL PLAT SHOWING
EASEMENT PARCEL 326D
0.146 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/25/2022	3 of 4

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LEGEND

B.F.	BOARD FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
G.R.	GUARD RAIL
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2004073628 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
——X——	WIRE FENCE
——○——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
———///	EDGE OF ASPHALT

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.

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 44°08'24" E	91.93'
L2	S 75°22'22" W	79.47'
L3	N 44°08'24" W	91.93'
L4	N 75°22'22" E	79.47'

REVISED 11/04/2022: ADDED EASEMENT INFORMATION

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 326D 0.146 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/25/2022	4 of 4

Commissioners Court - Regular Session **47.**

Meeting Date: 04/11/2023

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 0.176 acres for right of way required for the construction of Hero Way. (Zoomers Investment Group, LLC/ Parcel 338) 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	04/06/2023 11:21 AM
Form Started By: Charlie Crossfield		Started On: 04/05/2023 03:02 PM
Final Approval Date: 04/06/2023		

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 0.176 acres (Parcel 338) described by metes and bounds in Exhibit "A" owned by **ZOOMERS INVESTMENT GROUP, LLC** 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 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: 338
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 338

METES & BOUNDS DESCRIPTION FOR A 0.176 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 5 OF AMENDED PLAT KITTIE HILL ACRES TRACT 5 AND TRACT 6, A SUBDIVISION AS RECORDED IN CABINET X, SLIDES 378 AND 379 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO ZOOMERS INVESTMENT GROUP LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021055330 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.176 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found) and the east right-of-way line of Winding Oak Drive (50 feet wide) as dedicated by KITTIE HILL ACRES, a subdivision as recorded in Cabinet F, Slides 45 and 46 of the Plat Records of Williamson County, Texas, at the southwest corner of the above described Tract 5, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said Winding Oak Drive, at the southeast corner of Tract 4 of said KITTIE HILL ACRES, bears S 69°44'01" W a distance of 52.73 feet;

THENCE, with the east right-of-way line of said Winding Oak Drive and the west line of said Tract 5, N 39°29'20" W a distance of 16.75 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,681.12, E: 3,087,915.23) set for the northwest corner of the herein described tract, 238.00 feet left of FM 2243 baseline station 169+35.20, from which a 1/2-inch iron rod with an illegible cap found on the east right-of-way line of said Winding Oak Drive and the west line of said Tract 5, bears N 39°29'20" W a distance of 279.95 feet;

THENCE, over and across said Tract 5, N 69°25'18" E a distance of 449.37 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Tract 5 and the west line of Tract 9 of said KITTIE HILL ACRES as conveyed to JGHTDH #1, LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2016075658 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found on the west line of said Tract 9, at the northeast corner of original Tract 5 of said KITTIE HILL ACRES, bears N 21°01'05" W a distance of 405.61 feet;

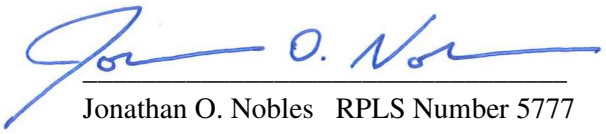
THENCE, with the east line of said Tract 5 and the west line of said Tract 9, S 21°01'05" E a distance of 19.19 feet to a 1/2-inch iron rod found on the north right-of-way line of said Hero Way at the southeast corner of said Tract 5 and at the southwest corner of said Tract 9, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "FOREST RPLS 1847" found at an angle point in the north right-of-way line of said Hero Way and the south line of said Tract 9, bears N 69°58'26" E a distance of 119.66 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Tract 5, S 70°03'21" W a distance of 213.57 feet to a cotton spindle found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Tract 5, S 69°39'55" W a distance of 230.54 feet to the **POINT OF BEGINNING** and containing 0.176 acres (7,652 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.





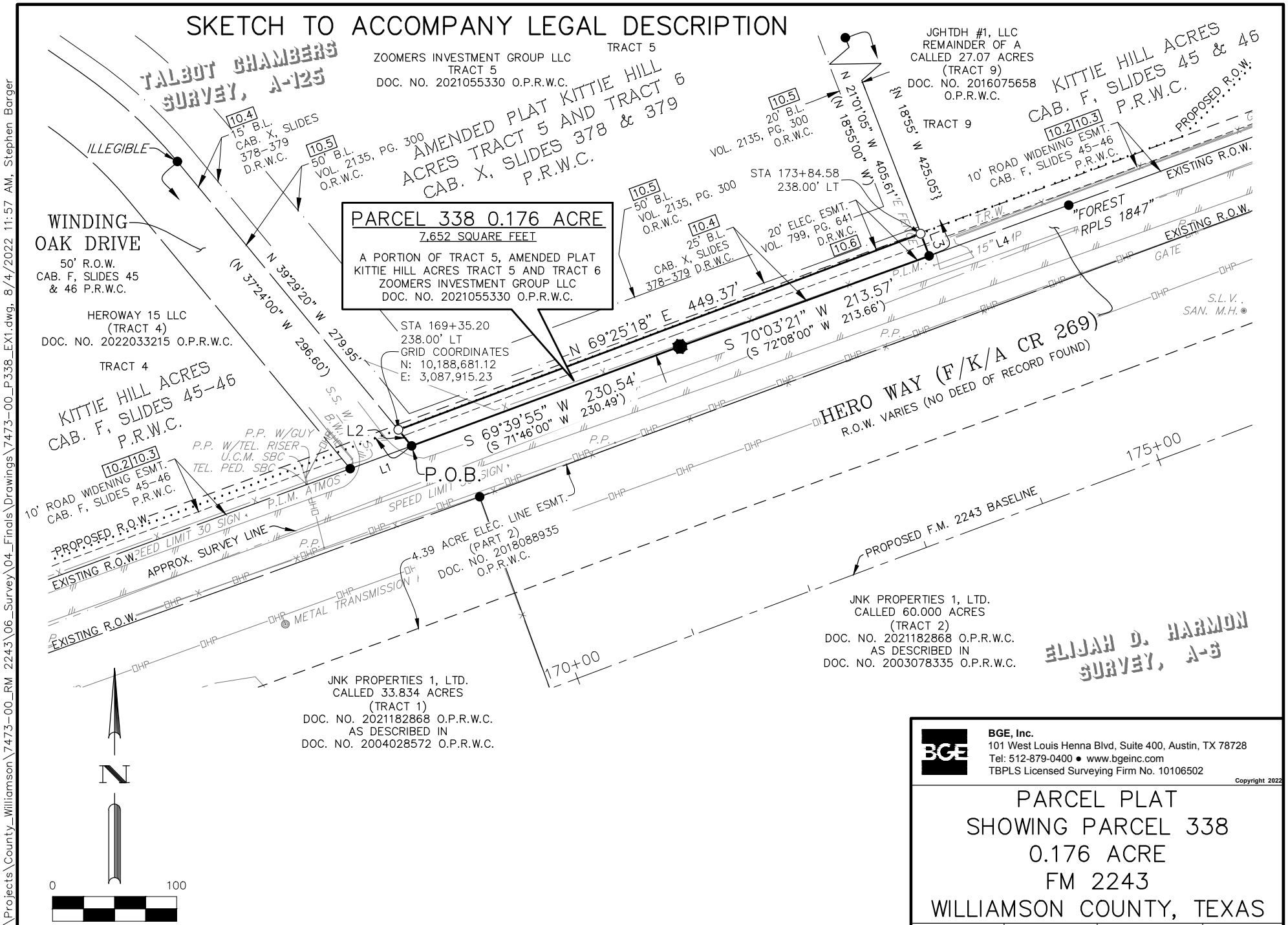
08/05/2022

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:	August 5, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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

Copyright 2022

PARCEL PLAT
SHOWING PARCEL 338
0.176 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	3 of 5

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LEGEND

B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
M.H.	MANHOLE
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.O.B.	POINT OF BEGINNING
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
T.R.W.	TIMBER RETAINING WALL
U.C.M.	UNDERGROUND CABLE MARKER
( )	RECORD INFO FOR CAB. X, SLIDES 378-379 P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
	COTTON SPINDLE FOUND
——X——	WIRE FENCE
——HT——	OVERHEAD TELEPHONE
——HP——	OVERHEAD POWER
	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°44'01" W	52.73'
L2	N 39°29'20" W	16.75'
L3	S 21°01'05" E	19.19'
L4	N 69°58'26" E	119.66'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	{S 71°46' W}	{52.94'}
L4	{N 72°08' E}	{119.74'}

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
Copyright 2022

PARCEL PLAT
SHOWING PARCEL 338
0.176 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164941, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45 AND CABINET X, SLIDE 378, PLAT RECORDS; VOLUME 2135, PAGE 300, OFFICIAL RECORDS; DOCUMENT NO. 2015018800, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG COUNTY ROAD 269, AS SHOWN ON THE PLAT OF RECORD IN CABINET X, SLIDE 378 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET X, SLIDE 378 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 2135, PAGE 300, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-051-00 IF RECORD IN DOCUMENT NO. 2017011292, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT 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.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

08/05/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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
Copyright 2022

PARCEL PLAT
SHOWING PARCEL 338
0.176 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	5 of 5

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Commissioners Court - Regular Session **48.**

Meeting Date: 04/11/2023

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 0.109 acres for right of way required for the construction of Bagdad Road/CR 279. (Roger D. Bonnet and Patricia L. Bonnet as trustees of the Roger D. and Patricia L. Bonnet Trust dated October 1, 2020/ Parcel 23) 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	04/06/2023 11:21 AM
Form Started By: Charlie Crossfield		Started On: 04/05/2023 03:04 PM
Final Approval Date: 04/06/2023		

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 0.109 acres (Parcel 23) described by metes and bounds in Exhibit "A" owned by **ROGER DOYLE BONNET AND PATRICIA LYNN BONNET, Trustees of the Roger D. and Patricia L. Bonnet Trust dated October 1, 2020** 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 : 23 – Bonnet Trust
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.109 ACRE (4,736 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 20.2 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO ROGER DOYLE BONNET & PATRICIA LYNN BONNET, TRUSTEES OF THE ROGER D. AND PATRICIA L. BONNET TRUST RECORDED IN DOCUMENT NO. 2020122052 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.109 ACRE (4,736 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 86.03 feet right of Bagdad Road Baseline Station 244+80.89 being the intersection of the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) and the existing easterly ROW line of said Bagdad Road County Road (C.R.) 279 (variable width ROW), (Grid Coordinates determined as N=10,203,638.61 E=3,060,009.58), being the easterly boundary line that called 0.198 acre ROW tract described in deed to Williamson County, Texas recorded in Document No. 2017055624 of the Official Public Records of Williamson County, Texas, same being the westerly boundary line of said remainder of the 20.2 acre tract, for the most northerly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, being the intersection of said C.R. 279 and C.R. 278 (variable width row) bears N 01°20'51" W, at a distance of 150.33 feet;

1) **THENCE,** departing said existing ROW line, with said proposed easterly ROW line, through the interior of said remainder of the 20.2 acre tract, **S 06°51'53" E** for a distance of **328.97** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 84.38 feet right of Bagdad Road Baseline Station 241+46.16, being in the northerly boundary line of the remainder of that called 19.32 acre tract of land described in a General Warranty Deed to Julie Li recorded in Document No. 2016119754 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of said remainder of the 20.2 acre tract, for the southeasterly corner of the herein described parcel;

2) **THENCE,** departing said proposed ROW line, with the common line of said remainder of the 19.32 acre tract and said remainder of the 20.2 acre tract, **S 70°08'30" W** for a distance of **26.02** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, in said existing easterly ROW line of C.R. 279, being the northwesterly corner of said remainder of that called 19.32 acre tract, same being the southeasterly corner of said 0.198 acre ROW tract, for the southwesterly corner of said remainder of the 20.2 acre tract and of the herein described parcel;

THENCE, departing said remainder of the 19.32 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said remainder of the 20.2 acre tract, the following two (2) courses:

3) Along a non-tangent curve to the right, having a delta angle of **02°52'11",** a radius of **4,905.00** feet, an arc length of **245.68** feet and a chord which bears **N 02°58'13" W,** for a distance of **245.65** feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, for a point of tangency;

4) **N 01°20'51" W,** for a distance of **90.15** feet to the **POINT OF BEGINNING**, containing 0.109 acres (4,736 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 20 SEP 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 23-BONNET\PARCEL 23-BONNET.doc

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°52'11"	4,905.00'	245.68'	245.65'	N02°58'13"W
(C1)	(02°52'12")	(4,905.00')	(245.69')	(245.67')	(S02°51'49"E)

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.

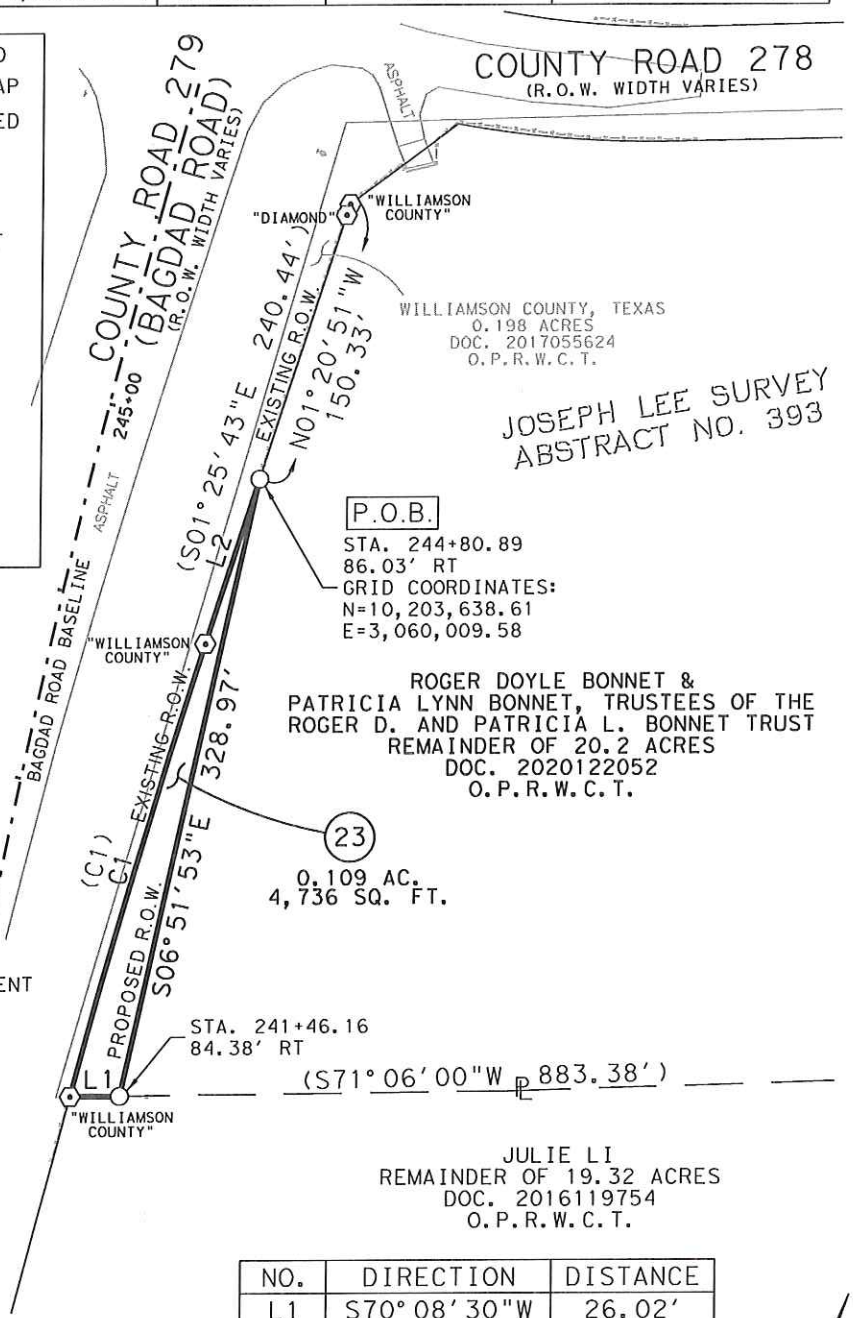
THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165865, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 05, 2022, ISSUE DATE AUGUST 15, 2022.

10(4). ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-50 IN DOCUMENT NO. 2005066224, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

5. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-48 OF RECORD IN DOCUMENT NO. 2005061143 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

6. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 9665716, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 9733958, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



NO.	DIRECTION	DISTANCE
L1	S70°08'30"W	26.02'
L2	N01°20'51"W	90.15'

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 20 SEP 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

09/15/2022

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
ROGER DOYLE BONNET & PATRICIA LYNN BONNET, TRUSTEES OF THE ROGER D. AND PATRICIA L. BONNET TRUST

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 23
0.109 ACRES
4,736 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 23-BONNET\PARCEL 23-BONNET.dgn

Commissioners Court - Regular Session **49.**

Meeting Date: 04/11/2023

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 0.577 acres for right of way required for the construction of Bagdad Road/CR 279. (Daniel and Karen Vaughn/ Parcel 30) 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	04/06/2023 11:22 AM
Form Started By: Charlie Crossfield		Started On: 04/05/2023 03:06 PM
Final Approval Date: 04/06/2023		

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 0.577 acres (Parcel 30) described by metes and bounds in Exhibit "A" owned by **DANIEL VAUGHN AND KAREN VAUGHN** 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 : 30 – Daniel Vaughn & Karen Vaughn
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.577 ACRE (25,123 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.505 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DANIEL VAUGHN & KAREN VAUGHN RECORDED IN DOCUMENT NO. 2020092528 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.577 ACRE (25,123 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 103.47 feet left of Bagdad Road Baseline Station 221+22.94 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,201,289.35 E=3,060,221.45), being in the southerly boundary line of that called 4.51 acre tract of land described in a General Warranty Deed to Jeffrey W. Vogel recorded in Document No. 2016071986 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 4.505 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 4.51 acre tract, same being the northwesterly corner of said 4.505 acre tract, bears S 68°47'35" W, at a distance of 694.95 feet;

1) **THENCE,** departing said proposed ROW line, with the common boundary line of said 4.51 acre tract and said 4.505 acre tract, **N 68°47'35" E** for a distance of **66.77** 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 southwesterly corner of that called 0.07 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1997021431 of the Official Records of Williamson County, Texas, same being the southeasterly corner of said 4.51 acre tract;

2) **THENCE,** departing said 4.51 acre tract, with said existing westerly ROW line, same being the northerly line of said 4.505 acre tract, **N 68°47'35" E** for a distance of **10.99** feet to a calculated point, being the northeasterly corner of said 4.505 acre tract, same being the southeasterly corner of said 0.07 acre ROW tract, for the northeasterly corner of the herein described parcel and from which an iron rod with plastic cap stamped "PREMIER" found bears S 51°22'01" W at a distance of 2.00 feet

3) **THENCE,** continuing with said existing ROW line, same being the easterly boundary line of said 4.505 acre tract, **S 19°34'54" E** for a distance of **246.15** feet to a 1/2" iron rod found, being the northeasterly corner 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, for the southeasterly corner of said 4.505 acre tract and of the herein described parcel;

4) **THENCE,** departing said existing ROW line, with the common boundary line of said 12.31 acre tract and said 4.505 acre tract, **S 67°33'44" W** for a distance of **125.70** feet at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 110.22 feet left of Bagdad Road Baseline Station 218+69.25 in said proposed ROW line, for the southwesterly corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of said 12.31 acre tract, same being the southwesterly corner of said 4.505 acre tract bears S 67°33'44" W at a distance of 646.23 feet;

5) **THENCE,** departing said 12.31 acre tract, through the interior of said 4.505 acre tract, with said proposed ROW line, **N 08°45'46" W** for a distance of **254.74** feet to the **POINT OF BEGINNING**, containing 0.577 acres (25,123 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 3 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, TX 78681

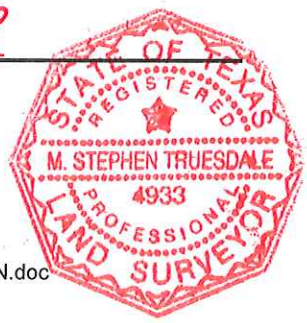
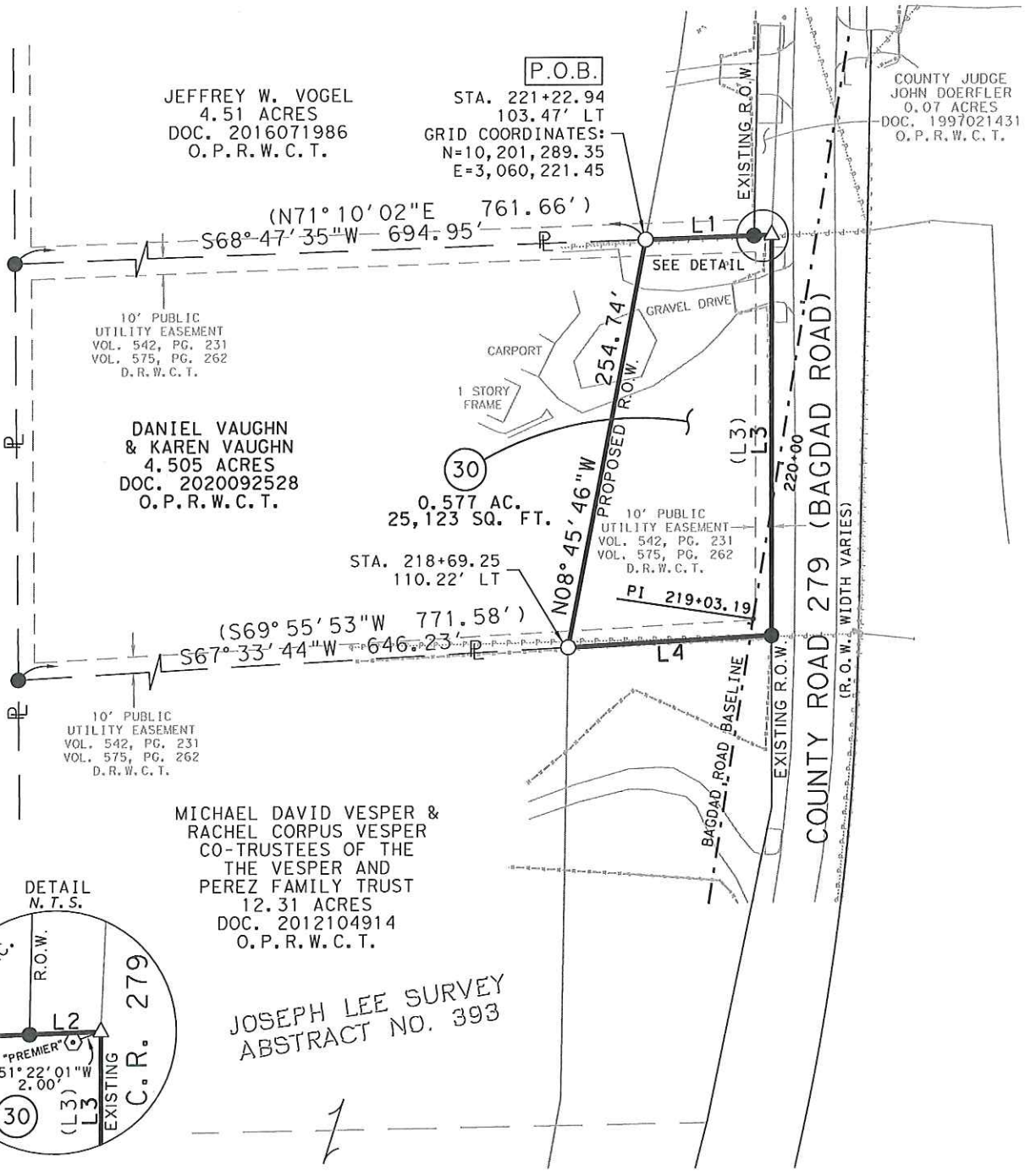


EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N68° 47' 35"E	66.77'
L2	N68° 47' 35"E	10.99'
L3	S19° 34' 54"E	246.15'
(L3)	(S17° 16' 00"E	(246.09')
L4	S67° 33' 44"W	125.70'



10/13/2022

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

DANIEL VAUGHN & KAREN VAUGHN

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 30
0.577 ACRES
25,123 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 30-VAUGHN\PARCEL 30-VAUGHN.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
○	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
ℙ	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-165842, 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). 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.

3. A 10 FOOT UTILITY EASEMENT ALONG ALL LOT LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 544, PAGE 554, AND VOLUME 575, PAGE 262, DEED RECORDS OF 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. 05-0-49 RECORDED IN DOCUMENT NO. 2005061142, ORDINANCE NO. 05-0-50 IN DOCUMENT NO. 2005066224 AND ORDINANCE NO. 05-0-56, OF RECORD IN DOCUMENT NO. 2005066230, 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 3 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

10/13/2022

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

DANIEL VAUGHN & KAREN VAUGHN

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 30
0.577 ACRES
25,123 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 30-VAUGHN\PARCEL 30-VAUGHN.dgn

Commissioners Court - Regular Session **50.**

Meeting Date: 04/11/2023

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 1.179 acres for right of way required for the construction of Bagdad Road/CR 279 (Mark A. and Paula W. Lumpkin/ Parcel 34). 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	04/06/2023 11:22 AM
Form Started By: Charlie Crossfield		Started On: 04/05/2023 03:07 PM
Final Approval Date: 04/06/2023		

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 1.179 acres (Parcel 34) described by metes and bounds in Exhibit "A" owned by **MARK A. LUMPKIN AND PAULA W. LUMPKIN** 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 : 34 – Mark A. Lumpkin & Paula W. Lumpkin
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.179 ACRE (51,335 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE D. WALSH SURVEY, ABSTRACT NO. 666 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 6.66 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO MARK A. LUMPKIN AND PAULA W. LUMPKIN RECORDED IN DOCUMENT NO. 9854711 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.179 ACRE (51,335 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 139.36 feet right of Bagdad Road Baseline Station 215+90.34 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,200,810.00 E=3,060,557.28), being in the southerly boundary line of that called 3.301 acre (Tract 2) of land in a Warranty Deed to Thomas A. Money and Kelly A. Money recorded in Document No. 2019031363 of the Official Public Records of Williamson County, Texas and described in Document No. 199978138 of the Official Public Records of Williamson County, Texas, same being in the northerly boundary line of said 6.66 acre tract, also being in the meanders of Jenkins Branch, for the northeasterly corner and **POINT OF BEGINNING** of the herein described;

THENCE, departing said 3.301 acre tract, with said proposed easterly ROW line, through the interior of said 6.66 acre tract, the following five (5) courses:

1) **S 20°52'35" E** for a distance of **75.49** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 152.68 feet right of Bagdad Road Baseline Station 215+16.04, for an angle point;

2) **S 07°08'15" W** for a distance of **173.42** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 99.53 feet right of Bagdad Road Baseline Station 213+50.97, for an angle point;

3) **S 07°56'04" E** for a distance of **535.72** feet an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 73.56 feet right of Bagdad Road Baseline Station 208+15.88, for an angle point;

4) **S44°31'35" E** for a distance of **15.56** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.22 feet right of Bagdad Road Baseline Station 208+02.95, for an angle point;

5) **S 10°42'45" E** for a distance of **24.00** feet an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.22 feet right of Bagdad Road Baseline Station 207+78.95, being in the northerly boundary line of Lot 1 of Saccone Subdivision, a subdivision recorded in Cabinet BB, Slides 344-345 of the Plat Records of Williamson County, Texas, same being the southerly boundary line of said 6.66 acre tract, also being in the centerline of a 40 foot Road Easement recorded in Vol. 885, Page 515 of the Deed Records of Williamson County, Texas being known as N. Fawn Ridge Drive, and the northerly line of a 20' wide Roadway Easement recorded in Volume 545, Page 752 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel and from which a 1/2" iron rod found, being an angle point in the northerly boundary line of said Lot 1, same being in the southerly boundary line of said 6.66 acre tract bears N 75°35'52" E, at a distance of 34.52 feet;

6) **THENCE,** departing said proposed ROW line, with said common boundary line of said Lot 1 and said 6.66 acre tract, **S 75°35'52" W** for a distance of **80.92** feet to the calculated northwesterly corner of said Lot 1, same being the southwesterly corner of said 6.66 acre tract, also being the southeasterly corner of that called 0.47 acre ROW tract described in a ROW Dedication to Williamson County recorded in Volume 2329, Page 404 of the Official Records of Williamson County, Texas, same being in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), for the southwesterly corner of the herein described parcel;

THENCE, departing said Lot 1, with said existing ROW line, same being the westerly boundary line of said 6.66 acre tract, the following five (5) courses:

7) **N 10°20'11" W** for a distance of **20.11** feet a 1/2" iron rod found, for point of curvature to the right;

8) Along said curve to the right, having a delta angle of **03°53'56,** a radius of **2,183.64** feet, an arc length of **148.59** feet and a chord which bears **N 08°06'35" W,** for a distance of **148.56** feet to a calculated point of non-tangency;

County: Williamson
Parcel : 34 – Mark A. Lumpkin & Paula W. Lumpkin
Highway: Bagdad Rd (CR 279)

9) **N 06°14'12" W** for a distance of **423.10** feet to a calculated angle point,

10) **N 06°05'20" W** for a distance of **96.64** feet to a calculated point, being the southwesterly corner of that called 0.12 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 2007053303 of the Official Public Records of Williamson County, Texas, same being an ell corner of the herein described parcel;

11) **N 86°13'18" E** for a distance of **18.57** feet to a calculated point in the meanders of said Jenkins Branch, being the southeasterly corner of said 0.12 acre ROW tract, same being the southerly corner of said 3.301 acre tract, for an ell corner of the herein described tract;

THENCE, departing said existing ROW line, with the common boundary line of said 3.301 acre tract and said 6.66 acre tract, same being with the meanders of said Jenkins Branch, the following two (2) courses:

12) **N 40°35'58" E** for a distance of **27.51** feet to a calculated angle point,

13) **N 12°54'51" E** for a distance of **125.51** feet to the **POINT OF BEGINNING**, containing 1.179 acres (51,335 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 3 NOV 2022

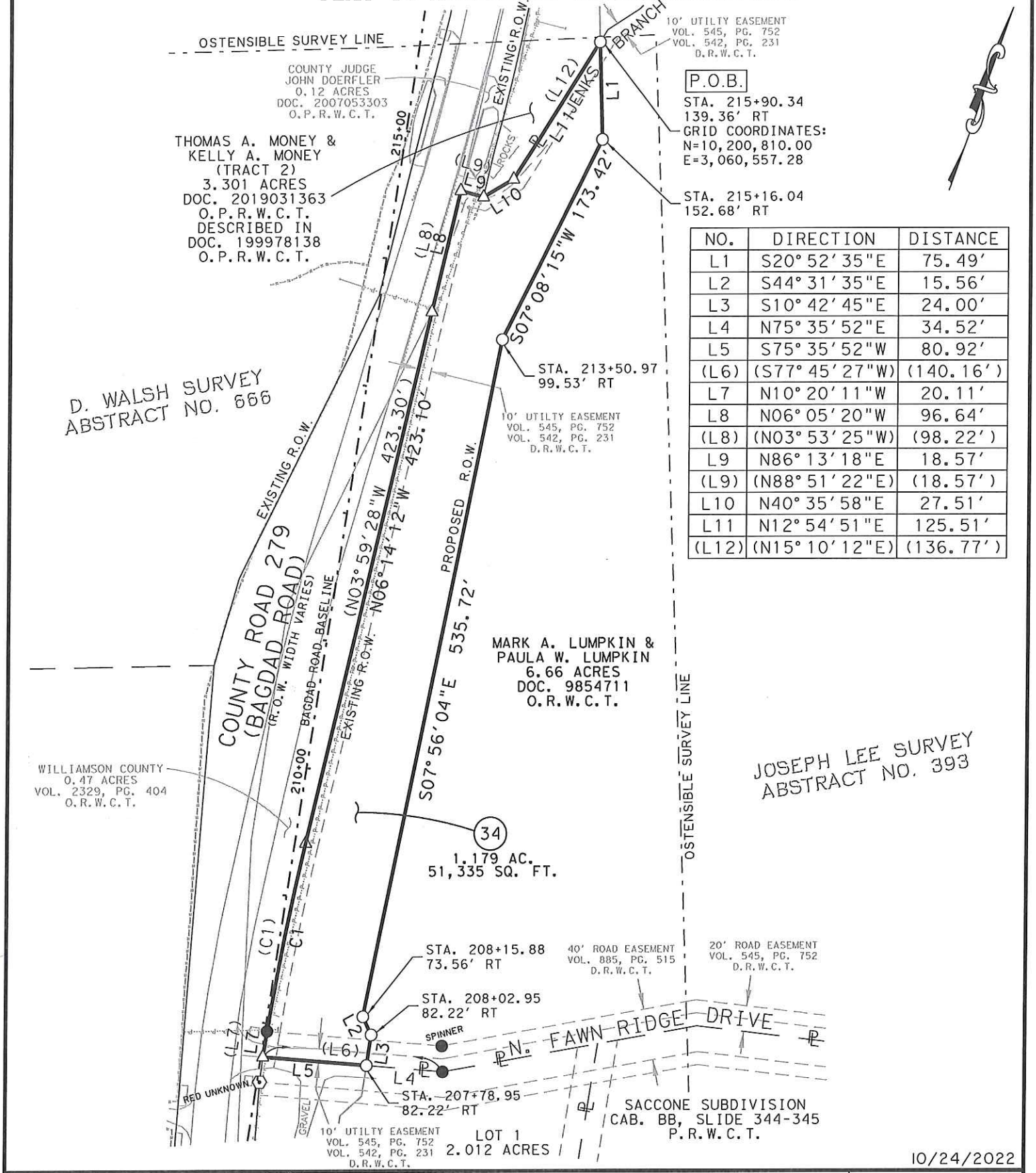
M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 34-LUMPKIN\PARCEL 34-LUMPKIN.doc

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S20°52'35"E	75.49'
L2	S44°31'35"E	15.56'
L3	S10°42'45"E	24.00'
L4	N75°35'52"E	34.52'
L5	S75°35'52"W	80.92'
(L6)	(S77°45'27"W)	(140.16')
L7	N10°20'11"W	20.11'
L8	N06°05'20"W	96.64'
(L8)	(N03°53'25"W)	(98.22')
L9	N86°13'18"E	18.57'
(L9)	(N88°51'22"E)	(18.57')
L10	N40°35'58"E	27.51'
L11	N12°54'51"E	125.51'
(L12)	(N15°10'12"E)	(136.77')

10/24/2022

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

MARK A. LUMPKIN & PAULA W. LUMPKIN

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 34
1.179 ACRES
51,335 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 34-LUMPKIN\PARCEL 34-LUMPKIN.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
○	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
ℙ	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-165856, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST, 03 2022, ISSUE DATE AUGUST 12, 2022.

10(2). AN ELECTRIC/TELEPHONE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. A TEN (10) FOOT WIDE INSTALLATION/MAINTENANCE OF UTILITIES EASEMENT ALONG THE LINES OF ALL TRACTS IN LIVE OAK RANCH UNIT 2 AS SET OUT IN 545, PAGE 752, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. A TWENTY (20) FOOT WIDE ROADWAY EASEMENT OFF THE SOUTHERNMOST BOUNDARY OF TRACT(S)/LOT(S) 3 AND 4/BLOCK C AS SET OUT IN VOLUME 545, PAGE 752, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN CITY OF LIBERTY HILL, ORDINANCE NO. 05-0-50 (SUBJECT PROPERTY AND MORE LANDS) OF RECORD IN DOCUMENT NO. 2005066224, AND FURTHER RATIFIED BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°53'56"	2,183.64'	148.59'	148.56'	N08°06'35"W
(C1)	(04°21'43")	(2,213.03')	(168.48')	(168.44)	(N06°07'42"W)

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 3 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

10/24/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
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FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

MARK A. LUMPKIN & PAULA W. LUMPKIN

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 34
1.179 ACRES
51,335 Sq. Ft.

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Meeting Date: 04/11/2023

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) Sale 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	04/06/2023 11:23 AM
Form Started By: Charlie Crossfield		Started On: 04/05/2023 03:10 PM
Final Approval Date: 04/06/2023		

Commissioners Court - Regular Session **53.**

Meeting Date: 04/11/2023

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
h) Project Skyfall
i) Project Sofia

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

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