

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**May 16, 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 – 17 )

3. Discuss, consider, and take appropriate action on Line Item Transfer for the District Courts.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0435-004133	Juvenile Cases-Court Appt Atty	\$50,000.00
From	0100-0435-004161	Child-Court Appt Atty	\$50,000.00
From	0100-0435-004162	Custodial Mother-Court Appt At	\$20,000.00
From	0100-0435-004163	Non-Custodial Mother-Court App	\$30,000.00
To	0100-0435-004121	Expert Witness	\$150,000.00

4. Discuss, consider, and take appropriate action on a line item transfer for the District Courts.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0435-004167	Unk Father-Court Appt Atty	\$10,000.00
From	0100-0435-004168	Unl Father-Court Appt Atty	\$15,000.00
To	0100-0435-004141	Interpreters	\$25,000.00

5. Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law.

**Fiscal Impact**

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



From	0100-0425-004134	Misd. Court Appts	\$20,000.00
To	0100-0425-004100	Professional Services	\$20,000.00

6. Discuss, consider, and take appropriate action on approving a line item transfer for Emergency Medical Services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-004234	Training Supplies	\$5,000.00
To	0100-0540-003101	Educ Aids / Matls	\$5,000.00

7. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software > \$5,000	\$10,000.00
To	0200-0210-004543	Repairs to Equipment	\$10,000.00

8. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.
9. Discuss, consider, and take appropriate action on approving property tax collections for the month of April 2023 for the Williamson County Tax Assessor/Collector.
10. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct 1, April 2023 Monthly Report in compliance with Code of Crim Proc. § 103.005.
11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, April 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, April 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
13. Discuss, consider and take appropriate action on appointing Melissa Grant of Round Rock to the Williamson County Child Welfare Board.
14. Discuss, consider, and take appropriate action on approving purchase between Thomson Reuters and/or West Publishing and Williamson County for a Westlaw Proflex Subscription pursuant to DIR contract #DIR-LGL-CALIR-02 and authorizing the execution of the form. The term of this agreement is for thirty-six (36) months, with a 4% increase in year two and year three. The monthly charges are as such: Year One \$7,385.40, Year Two \$7,680.82, and Year Three \$7,988.05.
15. Discuss, consider, and take appropriate action on approving Quote #2023202 between Williamson County and Presidio Networked Solutions Group, LLC, for the amount of \$66,716.82 pursuant to contract #DIR CPO-4859, and authorizing the execution of the quote.

16. Discuss, consider, and take appropriate action on approving Quote and Scope of Work (SOW) #2023203 between Williamson County and Presidio Networking, LLC for the total of \$8,000.00 pursuant to BuyBoard contract #661-22, and authorize the execution of the purchase.
17. Discuss, consider, and take appropriate action on approving services and purchase agreement #2023166 for a weigh-in motion scale in the amount of \$36,807.50 with Kistler Instrument Corporation, and authorizing the execution of this agreement.

## **REGULAR AGENDA**

18. Hear presentation from Alvin Lankford, Chief Appraiser, Williamson County Appraisal District.
19. Discuss and take action on appointing Amy Vaughan to a three year term as a Citizen's Member to the Williamson County Audit Committee.
20. Hear a presentation from Dr. Donald Kelm, District 8 Extension Administrator, on the impact of Williamson County Extension Agents on the community.
21. Discuss, consider and take appropriate action on a Proclamation recognizing May 2023 as Treatment Court Month in Williamson County.
22. Discuss, consider and take appropriate action on a Proclamation recognizing May 15-21, 2023 as National Police Week.
23. Hear a presentation, discuss, and take action on compensation related policies and philosophies for Williamson County.
24. Discuss, consider, and take appropriate action to approve the First Amended and Restated Emergency Service Organizations Agreement between Williamson County and the identified Emergency Service Organizations to ensure all the parties are treated equally while providing emergency services that are needed by individuals in the county. Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.
25. Discuss, consider, and take appropriate action on approving an agreement and business associate agreement between The University of Texas at Austin and Williamson County that would allow Williamson County EMS to participate in the Texas Connecting Overdose Prevention Efforts (TxCOPE) platform.
26. Discuss, consider, and take appropriate action on awarding RFP #23RFP52 Maintenance, Repair Service, Inspection and Testing of Simplex Grinnell Brand Devices on an "as needed" basis to the highest scoring proposer, Johnson Controls Fire Protection, LP and authorizing the execution of the agreement.
27. Receive the May 2023 Construction Summary Report and PowerPoint Presentation.
28. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated June 14, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. This Contract Amendment is to update the rate schedule. Funding source: 01.0200.0210.004100.

29. Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Fugro USA Land, Inc. and Williamson County dated May 5, 2020 for On Call Materials Testing and Geotechnical Engineering. This Contract Amendment No 2 is to amend the hourly rates. Funding source: 01.0200.0210.004160.
30. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the On-Call Environmental Services contract between Williamson County and SWCA, Inc. relating to the 2019 Road Bond Program. Project: As Needed. Fund Source: Road Bonds
31. Discuss and take appropriate action on a real estate contract with Fred R. Kaufman and Alice L. Kaufman for 3.397 acres of ROW needed on County Road 255. (Parcel 2) Funding Source: TANS P588
32. Discuss and take appropriate action on a real estate contract with Peggy J. Stephens a/k/a Peggy Joyce Stephens for 0.613 acres of ROW needed on Bagdad at County Road 279. (Parcel 39) Funding Source: Road Bonds P#343
33. Discuss, consider and take appropriate action on a real estate contract with Williamson County Sheriff's Posse, Inc. for 1.327 acres needed for the CR 305/CR 307 project (Parcel 2). Funding Source: Road & Bridge P394
34. Discuss, consider and take appropriate action on a letter agreement with Djuanus Keith Thomas and Staci Thomas for waterline and electric aerial utility easements. Funding: Road Bond P 366
35. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.742 acres) required for the construction of CR 255. (Kerry L. Wiggins and Cassandra G. Wiggins / Parcel 1) Funding Source: TANS P588
36. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.237 acres) required for the construction of CR 255. (Kathy L. Boyer / Parcel 9) Funding Source: TANS P588
37. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.723 acres) required for the construction of CR 255. (County Road 255, a Series of Lane Commercial Enterprises, LLC / Parcel 12) Funding Source: TANS P588
38. Discuss, consider and take appropriate action on an update for the 88th Legislative Session.
39. Discuss, consider and take appropriate action on any weather related matters for the storms anticipated beginning May 13, 2023.

#### **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)."***

40. 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: CR 332
- b) Discuss the acquisition of real property for County Facilities.
- c) Discuss the acquisition of real property for CR 255.
- d) Discuss the acquisition of real property for CR 111.
- e) Discuss the acquisition of real property for Corridor H
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for Corridor C.
- i) Discuss the acquisition of right-of-way for Corridor F.
- j) Discuss the acquisition of right-of-way for Corridor D.
- k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- l) Discuss the acquisition of right-of-way for Reagan extension.
- m) Discuss the acquisition of drainage/detention easements for real property North of WMCO

Juvenile Detention Center

- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss acquisition of right of way for Liberty Hill Bypass.
- p) 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 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
- d) Sale of property located 747 County Rd. 138 Hutto, 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

41. 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 Stamper
- j) Project Soul Train

42. 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  
21. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the  
395th 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 relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

43. 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).
44. 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).
45. 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)

46. Discuss and take appropriate action concerning economic development.
47. Discuss and take appropriate action concerning real estate.
48. 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.
49. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

**a. General:**

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

**b. Litigation:**

1. Cause No. 19-0850-C368; County of Williamson v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits

2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas, Robert Chody, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00275-LY; Big Fish Entertainment LLC v. Williamson County Sheriff's Office, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Civil Action No. 1:21-cv-00350-RP; Imani Nembhard v. Williamson County, Texas, Robert Chody, and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
6. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Civil Action No. 1:21-cv-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
11. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
12. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
13. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney v. AHFC Pecan Park PSH Non-Profit Corporation, et al.; In the 368th Judicial District Court of Williamson County, Texas
14. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
15. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
16. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
17. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
18. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas
19. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas
21. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th 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 relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.

6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

**50.** Comments from Commissioners.

**51.** 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 12th day of May 2023 at 1:00 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:** 05/16/2023

Fund Transfers for Expert Witness Budget Line

**Submitted By:** Ronald Morgan, All District Courts**Department:** All District Courts**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on Line Item Transfer for the District Courts.

**Background**

In order to meet increased needs for the services of expert witnesses in the resolution of cases pending before the District Courts for the balance of the Fiscal Year, we request movement of funds between various lines in the District Courts Budget.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0435-004133	Juvenile Cases-Court Appt Atty	\$50,000.00
From	0100-0435-004161	Child-Court Appt Atty	\$50,000.00
From	0100-0435-004162	Custodial Mother-Court Appt At	\$20,000.00
From	0100-0435-004163	Non-Custodial Mother-Court App	\$30,000.00
To	0100-0435-004121	Expert Witness	\$150,000.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronald Morgan

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/10/2023 08:23 AM

05/11/2023 11:11 AM

Started On: 05/09/2023 03:45 PM

**Commissioners Court - Regular Session****4.****Meeting Date:** 05/16/2023

Transfer of Funds for Interpreters

**Submitted By:** Ronald Morgan, All District Courts**Department:** All District Courts**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the District Courts.

**Background**

In order to meet increased needs for the services of interpreters in the resolution of cases pending before the District Courts for the balance of the Fiscal Year, we request movement of funds between various lines in the District Courts Budget.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0435-004167	Unk Father-Court Appt Atty	\$10,000.00
From	0100-0435-004168	Unl Father-Court Appt Atty	\$15,000.00
To	0100-0435-004141	Interpreters	\$25,000.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronald Morgan

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/10/2023 08:25 AM

05/11/2023 11:11 AM

Started On: 05/09/2023 03:57 PM

**Commissioners Court - Regular Session****5.****Meeting Date:** 05/16/2023

LIT County Courts at Law

**Submitted By:** Sharrion Threadgill, County Court At Law #4**Department:** County Court At Law #4**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law.

**Background**

Additional funds are needed for Professional Services.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0425-004134	Misd. Court Appts	\$20,000.00
To	0100-0425-004100	Professional Services	\$20,000.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 05/09/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/09/2023 11:24 AM

05/09/2023 12:21 PM

Started On: 05/09/2023 09:13 AM

**Commissioners Court - Regular Session****6.****Meeting Date:** 05/16/2023

LIT - Educ Materials

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a line item transfer for Emergency Medical Services.

**Background**

Line item transfer to the appropriate line item to facilitate the purchase of education materials for classes.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-004234	Training Supplies	\$5,000.00
To	0100-0540-003101	Educ Aids / Matls	\$5,000.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 05/09/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/09/2023 11:20 AM

05/09/2023 12:21 PM

Started On: 05/08/2023 08:09 AM

**Commissioners Court - Regular Session****7.****Meeting Date:** 05/16/2023

Line item transfer for the Road and Bridge Division

**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 line item transfer for the Road and Bridge Division.

**Background**

Due to an increase in use, this transfer is necessary to ensure that road crew members have functional equipment, such as chainsaws, pole saws, and blowers.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software > \$5,000	\$10,000.00
To	0200-0210-004543	Repairs to Equipment	\$10,000.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 05/09/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

05/09/2023 11:25 AM

05/09/2023 12:21 PM

Started On: 05/09/2023 10:38 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 05/16/2023

Waiver of Penalty and Interest

**Submitted For:** Larry Gaddes**Submitted By:** Mary Greenway, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

**Background**

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code.

---

**Fiscal Impact**

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

**Attachments**

Waiver of P &amp; I

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 05/09/2023

**Reviewed By**

Becky Pruitt

**Date**

05/09/2023 11:19 AM

Started On: 05/04/2023 03:03 PM



## Waiver Requests for 2021 & 2022 Penalty & Interest

May 1, 2023

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has determined the request meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

Property ID#	Name	P&I Amount	Relevant Code	Reason
R605752	Martinez, Jose & Maria	\$288.41 (P&I) + \$249.27 (Atty Fees) tax year 2021	33.011 (a)(1)	WCAD Clerical Error
R062193	William Rogers	\$786.68	33.011(h)(2)	Electronic Payment Error
R592290	Holly D Harris	\$271.52 (P&I)+ \$210.42 (Atty Fees) 2021 Tax Year	33.011(a)(1)	WCAD Clerical Error
R615996	Macedonia Real Estate Company LLC	\$1,146.10	33.011(a)(1)	WCAD Clerical Error
R481660	Jasper Phelps	\$98.53	33.011(h)(2)	Electronic Payment Error
R481482	Katie Brown	\$539.97	33.011 (a)(1)	Tax Office Clerical Error
R390758	Curtis Barnett& Stephen Moore	\$501.38	33.011(j)	USPS Error
R075341	Wendy & Jeffrey Hayes	\$431.64	33.011(h)	Electronic Payment Error
R599342	Gehan Homes	\$10,530.88	33.011(a)(1)	WCAD Clerical Error
R472987	Young C & Eunju Shin Bae	\$393.18	33.011(a)(1)	WCAD Clerical Error

Property ID#	Name	P&I Amount	Relevant Code	Reason
R056772	Bleeker Morse	\$36.38	33.011(h)(2)	Electronic Payment Error
R340300	Kathleen L Gebhardt	\$468.68	33.011(h)(2)	Electronic Payment Error
R082851	David Scott	\$78.23	33.011(j)	USPS Error
R547102	Shannon Harvey	\$1,358.12	33.011(a)(1)	WCAD Clerical Error
R378454	Paresh Shukla	\$741.51	33.011(j)	USPS Error
R391638	Emily Clarke	\$321.13	33.011(j)	USPS Error
R549023	MT 972 Properties LLC	\$110.82	33.011(a)(1)	WCAD Clerical Error
R417418	Kaushik Ravi	\$642.91	33.011(j)	USPS Error
R094456	Sally Schuler Garcia	\$617.90	33.011(j)	USPS Error
R471553	LiLi	\$31.49	33.011(a)(1)	WCAD Clerical Error
R442547	Vladimira Miller	\$542.09	33.011(j)	USPS Error
R514740	Kyung Ho Lyu	\$1460.61(P&I)\$1061.76(Atty Fees)	33.011(a)(1)	WCAD Clerical Error
R347153	Junfeng Jiao	\$834.30	33.011(a)(1)	WCAD Clerical Error
R549249	John Gustainis	\$1,815.38	33.011(a)(1)	WCAD Clerical Error

---

Approved by/Date

---



---

Approved by/Date

---



**Commissioners Court - Regular Session****9.****Meeting Date:** 05/16/2023

Property Tax Collections – April 2023

**Submitted For:** Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

---

**Fiscal Impact**

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

**Attachments**

040123-043023 GWI-RFM

040123-043023 GWI-RFM graph

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:32 AM

Started On: 05/11/2023 10:00 AM

**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**April 30, 2023**

<b>Williamson County General Fund</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	\$364,401,981.82	(\$1,629,672.69)	\$362,772,309.13	\$871,680.55	\$82,295.25	\$8.79	\$5,627,939.11	\$357,144,370.02	98.45%	98.60%	99.05%
2021 & Prior	\$2,757,006.07	(\$930,726.07)	\$1,826,280.00	\$42,897.82	\$14,156.14	\$71,833.68	\$2,209,817.47	(\$383,537.47)	-21.00%	-14.81%	
Rollbacks	\$1,546,478.67	\$593,168.82	\$2,139,647.49	\$126,225.23	\$5,324.59	\$0.00	\$275,099.77	\$1,864,547.72	87.14%	88.27%	
<b>Total All</b>	<b>\$368,705,466.56</b>	<b>(\$1,967,229.94)</b>	<b>\$366,738,236.62</b>	<b>\$1,040,803.60</b>	<b>\$101,775.98</b>	<b>\$71,842.47</b>	<b>\$8,112,856.35</b>	<b>\$358,625,380.27</b>	<b>97.79%</b>	<b>97.98%</b>	

<b>Williamson County RFM</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	\$41,753,188.87	(\$133,194.95)	\$41,619,993.92	\$100,384.96	\$9,376.88	\$0.92	\$661,135.37	\$40,958,858.55	98.41%	98.57%	98.95%
2021 & Prior	\$257,573.51	(\$83,657.47)	\$173,916.04	\$4,089.33	\$1,304.49	\$5,418.42	\$204,774.88	(\$30,858.84)	-17.74%	-11.33%	
Rollbacks	\$148,096.37	\$57,893.24	\$205,989.61	\$12,313.44	\$516.61	\$0.00	\$26,961.33	\$179,028.28	86.91%	88.04%	
<b>Total All</b>	<b>\$42,158,858.75</b>	<b>(\$158,959.18)</b>	<b>\$41,999,899.57</b>	<b>\$116,787.73</b>	<b>\$11,197.98</b>	<b>\$5,419.34</b>	<b>\$892,871.58</b>	<b>\$41,107,027.99</b>	<b>97.87%</b>	<b>98.06%</b>	

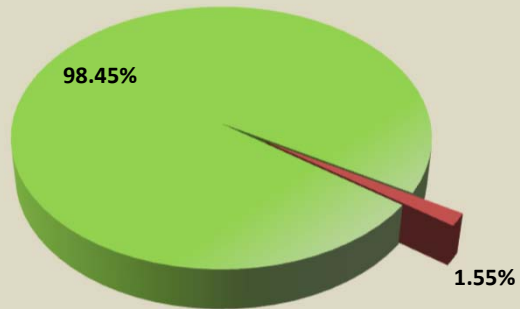
2022 COMBINED MONTHLY BREAKDOWN

Oct-22	\$410,864,325.31	\$47,641.67	\$410,911,966.98	\$9,167,294.87	\$23,265.66	\$54.78	\$401,744,617.33	\$9,167,349.65			
Nov-22	\$410,911,966.98	(\$235,128.28)	\$410,676,838.70	\$17,842,103.44	\$21,026.41	\$2,612.93	\$383,664,772.68	\$27,012,066.02			
Dec-22	\$410,676,838.70	(\$310,204.24)	\$410,366,634.46	\$217,472,967.79	\$19,518.63	(\$8.26)	\$165,881,608.91	\$244,485,025.55			
Jan-23	\$410,366,634.46	(\$6,050,897.97)	\$404,315,736.49	\$145,274,145.09	\$21,735.61	\$473.42	\$19,936,696.89	\$389,759,644.06			
Feb-23	\$404,315,736.49	(\$177,642.84)	\$404,138,093.65	\$6,186,726.74	\$281,389.73	(\$249,083.03)	\$13,821,410.34	\$395,697,287.77			
Mar-23	\$404,138,093.65	(\$940,846.99)	\$403,197,246.66	\$2,800,253.67	\$301,032.93	\$13.68	\$10,080,296.00	\$398,497,555.12			
Apr-23	\$403,197,246.66	\$160,285.07	\$403,357,531.73	\$1,157,591.33	\$112,973.96	\$77,261.81	\$9,005,727.93	\$399,732,408.26			

### Year to Date Collection Report Thru April 2023

YTD Collected YTD Uncollected

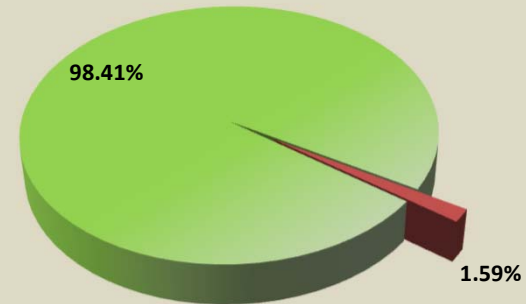
**GW**



### Year to Date Collection Report Thru April 2023

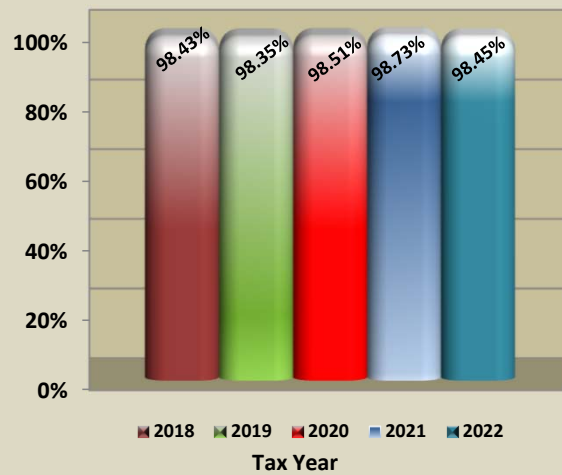
YTD Collected YTD Uncollected

**RFM**



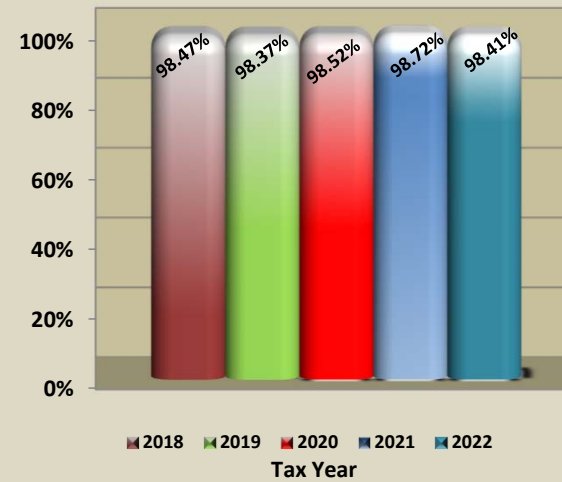
### Percent of Roll Collected Comparison 2018-2022

**GW**



### Percent of Roll Collected Comparison 2018-2022

**RFM**



**Commissioners Court - Regular Session****10.****Meeting Date:** 05/16/2023

Justice of the Peace 1 April 2023 Monthly Report

**Submitted For:** KT Musselman**Submitted By:** Misty Lamb, 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, April 2023 Monthly Report in compliance with Code of Crim Proc. § 103.005.

**Background**

---

**Fiscal Impact**

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

**Attachments**

JP1 EOM April 2023

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Misty Lamb

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:31 AM

Started On: 05/11/2023 09:30 AM

**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 April 2023

*KT Musselman*

KT MUSSELMAN  
JUSTICE OF THE PEACE  
PRECINCT ONE

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

*Misty Lamb*

NOTARY PUBLIC  
In and for the State of Texas



OFFICE OF COURT ADMINISTRATION  
TEXAS JUDICIAL COUNCIL



OFFICIAL JUSTICE COURT MONTHLY REPORT

Month April Year 2023  
County Williamson Pct. 1 Place Justice of the Peace  
Judge K.T. 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 jpl@wilco.org  
Court's Website https://www.wilco.org/jpl

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

Prepared by Misty Lamb  
Date 5/3/2023 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

Detailed report is available through the Auditor's office

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023 Case Categories: Civil; Criminal  
Locations: JP1

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	113.70
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	50.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	21.55
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	6,559.70
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	17,320.00
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-1-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	160.00
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	38.67
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	240.77
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	5,665.00
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	0.86
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	690.00
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	687.87
<b>0100 - General Fund Total:</b>		<b>31,548.12</b>
<b>0360 - Courthouse Security Fund</b>		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	1.30
<b>0360 - Courthouse Security Fund Total:</b>		<b>1.30</b>
<b>0361 - JP Security Fund</b>		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	0.43
<b>0361 - JP Security Fund Total:</b>		<b>0.43</b>
<b>0365 - Child Safety Fund</b>		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	60.63
<b>0365 - Child Safety Fund Total:</b>		<b>60.63</b>
<b>0370 - Alternate Dispute Resolution Fund</b>		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,150.00
<b>0370 - Alternate Dispute Resolution Fund Total:</b>		<b>1,150.00</b>
<b>0372 - Justice Court Technology Fund</b>		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	1.72
<b>0372 - Justice Court Technology Fund Total:</b>		<b>1.72</b>

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023 Case Categories: Civil; Criminal  
Locations: JP1

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0373 - JP-1 Truancy Program Fund</b>		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	2.15
<b>0373 - JP-1 Truancy Program Fund Total:</b>		<b>2.15</b>
<b>0399 - State Agency Fund</b>		
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	0.86
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	17.24
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)	2,910.20
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	651.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	1.73
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	2.59
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	58.76
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	12.93
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	1,066.40
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.86
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	50.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	118.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	10.78
<b>0399 - State Agency Fund Total:</b>		<b>4,901.35</b>
<b>JP BOND</b>		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	700.00
<b>JP BOND Total:</b>		<b>700.00</b>
<b>Fee Totals for All Funds:</b>		<b>38,365.70</b>



# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023 Case Categories: Civil; Criminal  
Locations: JP1

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
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	17.12	4	0.00	0	0.00	0	17.12	4
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	56.61	14	0.00	0	0.00	0	56.61	14
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	161.89	36	0.00	0	0.00	0	161.89	36
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	2,910.20	54	0.00	0	0.00	0	2,910.20	54
2020CDF	Compliance Dismissal Fine	70.00	7	0.00	0	0.00	0	70.00	7
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	44.52	5	0.00	0	0.00	0	44.52	5
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	687.87	56	0.00	0	0.00	0	687.87	56
2020LTF	Local Traffic Fine (TC 542.403)	63.99	22	0.00	0	0.00	0	63.99	22
2020STF	State Traffic Fine (TC 542.4031)	1,066.40	22	0.00	0	0.00	0	1,066.40	22
2020TPF	Time Payment Fee CCP 102.030	240.77	20	0.00	0	0.00	0	240.77	20
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
ADMIN	Administration Fee [CCP 102.072]	0.86	1	0.00	0	0.00	0	0.86	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	2.15	1	0.00	0	0.00	0	2.15	1
CB	Cash Bond	700.00	2	0.00	0	0.00	0	700.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	17.24	1	0.00	0	0.00	0	17.24	1
CCOP	Civil Copies	6.00	6	0.00	0	0.00	0	6.00	6
CERT	Certified Copy	2.00	1	0.00	0	(2.00)	1	0.00	2
CFINE	County Fine	5,665.00	56	0.00	0	0.00	0	5,665.00	56
CHS	Courthouse Security Fee (CCP 102.017)	1.30	1	0.00	0	0.00	0	1.30	1
CHSJC	JP Security Fee (CCP 102.017)	0.43	1	0.00	0	0.00	0	0.43	1
COLLFEE	Collection Agency Fee	113.70	2	0.00	0	0.00	0	113.70	2
CONT1	Constable Service Fee Pct #1	12,000.00	123	0.00	0	(80.00)	1	11,920.00	124
CONT2	Constable Service Fee Pct #2	160.00	1	0.00	0	0.00	0	160.00	1
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	60.63	3	0.00	0	0.00	0	60.63	3
DDF	Deferred Disposition Fee	213.00	2	0.00	0	0.00	0	213.00	2
FNTC1	Child Safety Seat Fine Trauma Center	50.00	1	0.00	0	0.00	0	50.00	1
IDF	Indigent Defense Fee (LGC 133.107)	0.86	1	0.00	0	0.00	0	0.86	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	1.72	1	0.00	0	0.00	0	1.72	1



# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023 Case Categories: Civil; Criminal  
Locations: JP1

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
JFR	Jury Reimbursement Fee (CCP 102.0045)	1.73	1	0.00	0	0.00	0	1.73	1
JTP	Juvenile Truancy Program (CCP 102.0174)	2.15	1	0.00	0	0.00	0	2.15	1
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	0.43	1	0.00	0	0.00	0	0.43	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	0.43	1	0.00	0	0.00	0	0.43	1
JURY	Jury Fee	110.00	5	0.00	0	(22.00)	1	88.00	6
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.26	1	0.00	0	0.00	0	0.26	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	2.33	1	0.00	0	0.00	0	2.33	1
MISCOP	Miscellaneous Copy Fees	1.00	1	0.00	0	0.00	0	1.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,160.00	232	0.00	0	(10.00)	2	1,150.00	234
SB41JCSF	Justice Court Support Fund	5,800.00	232	0.00	0	(50.00)	2	5,750.00	234
SB41LAF	Language Access Fund - LGC 135.155	696.00	232	0.00	0	(6.00)	2	690.00	234
SB41SCF	State Consolidated Fee	651.00	31	0.00	0	0.00	0	651.00	31
SCH	School District Fine	50.00	1	0.00	0	0.00	0	50.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	118.00	3	0.00	0	0.00	0	118.00	3
STF	State Traffic Fee (TC 542.4031)	12.93	1	0.00	0	0.00	0	12.93	1
TPC	Time Payment Fee - County	5.39	1	0.00	0	0.00	0	5.39	1
TPS	Time Payment Fee - State	5.39	1	0.00	0	0.00	0	5.39	1
UFA	Uniform Traffic Act (TC 542.403)	1.30	1	0.00	0	0.00	0	1.30	1
WARC1	Warrant Fee - Constable Pct. 1	21.55	1	0.00	0	0.00	0	21.55	1
WCSO	Williamson County Sheriff	21.55	1	0.00	0	0.00	0	21.55	1
WPOSS	Writ of Possession	140.00	29	0.00	0	(5.00)	1	135.00	30
WSF1	Constable #1 - Writ Service Fee	5,600.00	29	0.00	0	(200.00)	1	5,400.00	30
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		38,740.70	1,253	0.00	0	(375.00)	11	38,365.70	1,264

**Commissioners Court - Regular Session****11.****Meeting Date:** 05/16/2023

Justice of the Peace 3 APRIL 2023 Monthly Report

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

---

**Information****Agenda Item**

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

**Background**

---

**Fiscal Impact**

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

**Attachments**

April 2023 - CCP 103

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 05/09/2023

**Reviewed By**

Becky Pruitt

**Date**

05/09/2023 11:20 AM

Started On: 05/05/2023 09:51 AM

IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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



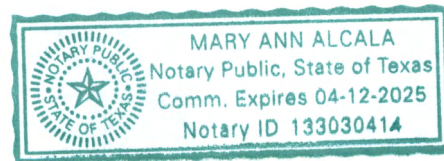
*Evelyn McLean*

EVELYN McLEAN  
JUSTICE OF THE PEACE  
PRECINCT THREE

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

*Mary Ann Alcala*

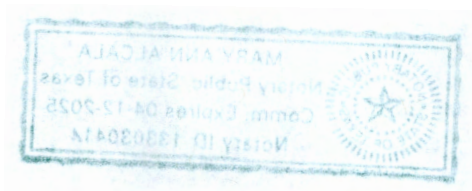
NOTARY PUBLIC  
in and for the State of Texas





1/1/2025

1/1/2025



1/1/2025

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023      Case Categories: Civil  
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	108.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	7,880.00
0100 - General Fund Total:		7,988.75
Fee Totals for All Funds:		7,988.75



# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023 Case Categories: Civil  
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	2.50	2	0.00	0	0.00	0	2.50	2
CERT	Certified Copy	4.25	1	0.00	0	0.00	0	4.25	1
CONT3	Constable Service Fee Pct #3	4,880.00	48	0.00	0	0.00	0	4,880.00	48
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF3	Constable #3 - Writ Service Fee	3,000.00	15	0.00	0	0.00	0	3,000.00	15
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		7,988.75	83	0.00	0	0.00	0	7,988.75	83

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023 Case Categories: Criminal  
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	11,736.97
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	400.35
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	446.52
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	10,077.68
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	4,115.76
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	78,773.44
<b>0100 - General Fund Total:</b>		<b>105,550.72</b>
<b>0361 - JP Security Fund</b>		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	509.99
<b>0361 - JP Security Fund Total:</b>		<b>509.99</b>
<b>0365 - Child Safety Fund</b>		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	42.60
<b>0365 - Child Safety Fund Total:</b>		<b>42.60</b>
<b>0367 - JP-3 Truancy Program Fund</b>		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	499.88
<b>0367 - JP-3 Truancy Program Fund Total:</b>		<b>499.88</b>
<b>0372 - Justice Court Technology Fund</b>		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	517.24
<b>0372 - Justice Court Technology Fund Total:</b>		<b>517.24</b>



# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023 Case Categories: Criminal  
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
<b>0399 - State Agency Fund</b>		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	163.72
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	5,118.96
01-0399-0000-208170 - FA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208170: 01-0399-0000-208170 - Fugitive Apprehension	17.71
01-0399-0000-208180 - JCD FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208180: 01-0399-0000-208180 - Juvenile Crime & Delinquency Fee	1.59
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	489.81
01-0399-0000-208300 - CVC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208300: 01-0399-0000-208300 - Crime Victim Compensation Act	53.09
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	723.02
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	682.91
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	5.98
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	1,346.96
01-0399-0000-208500 - JCPT FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208500: 01-0399-0000-208500 - Judicial Court Personnel Training	7.07
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	233.15
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	0.50
01-0399-0000-208730 - Correctional Management Institute	L-004-3-01-0399-0000-208730: 01-0399-0000-208730 - Correctional Management Institute	1.41
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,298.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	130.47
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	495.44
<b>0399 - State Agency Fund Total:</b>		<b>10,770.29</b>
<b>JP BOND</b>		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	300.00
<b>JP BOND Total:</b>		<b>300.00</b>
<b>Fee Totals for All Funds:</b>		<b>118,190.72</b>



# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023 Case Categories: Criminal  
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	7.74	2	0.00	0	0.00	0	7.74	2
AFCPD	Arrest Fee - Cedar Park Police Department	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	428.97	120	0.00	0	0.00	0	428.97	120
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	2.30	1	0.00	0	0.00	0	2.30	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	197.46	56	0.00	0	0.00	0	197.46	56
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	5,118.96	183	0.00	0	0.00	0	5,118.96	183
CFINE	County Fine	78,773.44	716	0.00	0	0.00	0	78,773.44	716
CHS	Courthouse Security Fee (CCP 102.017)	390.03	183	0.00	0	0.00	0	390.03	183
CHSJC	JP Security Fee (CCP 102.017)	119.96	169	0.00	0	0.00	0	119.96	169
CJS	Criminal Judicial Support Fee (LGC 103.105)	13.48	33	0.00	0	0.00	0	13.48	33
CMI	Correctional Management Institute Fee	1.41	4	0.00	0	0.00	0	1.41	4
COLLFEE	Collection Agency Fee	11,736.97	195	0.00	0	0.00	0	11,736.97	195
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	42.60	2	0.00	0	0.00	0	42.60	2
CVC	Crime Victims Fee	53.09	5	0.00	0	0.00	0	53.09	5
DDF	Deferred Disposition Fee	9,905.00	79	0.00	0	0.00	0	9,905.00	79
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	18.48	4	0.00	0	0.00	0	18.48	4
FA	Fugitive Apprehension	17.71	5	0.00	0	0.00	0	17.71	5
FNTC1	Child Safety Seat Fine Trauma Center	0.50	1	0.00	0	0.00	0	0.50	1
IDF	Indigent Defense Fee (LGC 133.107)	233.15	163	0.00	0	0.00	0	233.15	163
JCD	Juvenile Crime & Delinquency	1.59	5	0.00	0	0.00	0	1.59	5
JCPT	Judicial Court Personnel	7.07	5	0.00	0	0.00	0	7.07	5
JCTF	Justice Court Technology Fee (CCP 102.0173)	517.24	182	0.00	0	0.00	0	517.24	182
JF	Jury Fee	1.32	1	0.00	0	0.00	0	1.32	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	489.81	173	0.00	0	0.00	0	489.81	173
JTP	Juvenile Truancy Program (CCP 102.0174)	499.88	139	0.00	0	0.00	0	499.88	139
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	81.86	112	0.00	0	0.00	0	81.86	112
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	81.86	112	0.00	0	0.00	0	81.86	112
JUSFC	Judicial Support Fund - County (LGC 133.105)	60.00	139	0.00	0	0.00	0	60.00	139

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 04/01/2023 - 04/30/2023

Case Categories: Criminal

Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JUSFS	Judicial Support Fund - State (LGC 133.105)	649.54	173	0.00	0	0.00	0	649.54	173
MVF	Moving Violation Fee (CCP 102.022)	5.98	85	0.00	0	0.00	0	5.98	85
OMNI	OMNI Fee	259.70	59	0.00	0	0.00	0	259.70	59
OMNIC	OMNI Fee - County	173.13	59	0.00	0	0.00	0	173.13	59
OMNIS	OMNI Fee - State	865.67	59	0.00	0	0.00	0	865.67	59
SFC3	Service/Arrest Fee - Const. 3	74.27	15	0.00	0	0.00	0	74.27	15
SFMCWV	State Fine - Motor Carrier Weight Violation	130.47	6	0.00	0	0.00	0	130.47	6
SFOC	Service Fee - Out of County	4.66	1	0.00	0	0.00	0	4.66	1
STF	State Traffic Fee (TC 542.4031)	1,346.96	67	0.00	0	0.00	0	1,346.96	67
TP	Time Payment Fee	133.80	8	0.00	0	0.00	0	133.80	8
TPC	Time Payment Fee - County	158.43	21	0.00	0	0.00	0	158.43	21
TPS	Time Payment Fee - State	203.21	27	0.00	0	0.00	0	203.21	27
TPWF	Texas P&W Fine	400.35	6	0.00	0	0.00	0	400.35	6
UFA	Uniform Traffic Act (TC 542.403)	143.22	71	0.00	0	0.00	0	143.22	71
WARC3	Warrant Fee - Constable Pct. 3	4,033.75	115	0.00	0	0.00	0	4,033.75	115
WCSO	Williamson County Sheriff	249.06	7	0.00	0	0.00	0	249.06	7
WFDPS	Warrant Fee - DPS	251.64	7	0.00	0	0.00	0	251.64	7
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		118,190.72	3,578	0.00	0	0.00	0	118,190.72	3,578

**Commissioners Court - Regular Session****12.****Meeting Date:** 05/16/2023

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

**Background**

---

**Fiscal Impact**

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

**Attachments**

JP4 EOM APR 2023

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 11:32 AM


Started On: 05/11/2023 11:28 AM



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

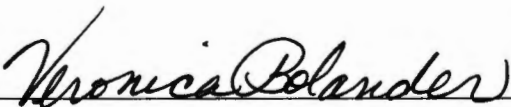
**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

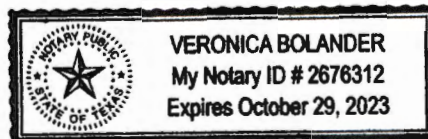
**Before me, the undersigned authority, on this day personally appeared  
Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her  
oath, stated that the attached report of money collected is a true and correct report  
for the month of April 2023.**

  
**RHONDA REDDEN  
JUSTICE OF THE PEACE  
PRECINCT FOUR**



This 10<sup>th</sup> day of May 2023, to certify which witness my hand and seal of office.

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



## Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Receipt Number: JP4-2023-01277 - JP4-2023-01783      Case Categories: Civil; Criminal  
Locations: JP4      Date: April 2023

Payment Type: Cash Bond Deposit; Counter Payment; ...

Final Totals		Fee Totals	Transaction Totals
Total Payments		57,794.16	57,794.16
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		57,794.16	57,794.16
Tender Method Summary			
Tender Types	Cash	4,568.50	4,568.50
	Cashier's Check	144.00	144.00
	Certified Payments Credit Card	31,527.52	31,527.52
	Check	828.00	828.00
	Credit Card	9,259.31	9,259.31
	E-File Credit Card	10,679.00	10,679.00
	Money Order	787.83	787.83

Detailed report is available through the Auditor's Office.

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-01277 - JP4-2023-01783

Case Categories: Civil; Criminal

Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	300.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	199.05
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	321.30
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	7,601.51
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-4-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	200.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	5,000.00
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	45.83
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	185.01
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	21,184.98
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	690.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	2,713.62
<b>0100 - General Fund Total:</b>		<b>38,441.30</b>
<b>0361 - JP Security Fund</b>		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	11.05
<b>0361 - JP Security Fund Total:</b>		<b>11.05</b>
<b>0369 - JP-4 Truancy Program Fund</b>		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	500.00
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	13.84
<b>0369 - JP-4 Truancy Program Fund Total:</b>		<b>513.84</b>
<b>0370 - Alternate Dispute Resolution Fund</b>		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,150.00
<b>0370 - Alternate Dispute Resolution Fund Total:</b>		<b>1,150.00</b>
<b>0372 - Justice Court Technology Fund</b>		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	11.07
<b>0372 - Justice Court Technology Fund Total:</b>		<b>11.07</b>

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-01277 - JP4-2023-01783

Case Categories: Civil; Criminal

Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0399 - State Agency Fund</b>		
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	5.54
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	110.70
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)	11,893.37
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	273.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	11.07
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	16.61
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	126.14
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	0.18
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	5,077.53
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	5.53
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
<b>0399 - State Agency Fund Total:</b>		<b>17,666.90</b>
<b>Fee Totals for All Funds:</b>		<b>57,794.16</b>



# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-01277 - JP4-2023-01783 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)	12.01	3	0.00	0	0.00	0	12.01	3
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	107.30	24	0.00	0	0.00	0	107.30	24
2020AFHISD	Arrest Fee - Hutto ISD PD CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	835.14	184	0.00	0	0.00	0	835.14	184
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	11,893.37	212	0.00	0	0.00	0	11,893.37	212
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)	233.34	25	0.00	0	0.00	0	233.34	25
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,713.62	214	0.00	0	0.00	0	2,713.62	214
2020LTF	Local Traffic Fine (TC 542.403)	304.66	111	0.00	0	0.00	0	304.66	111
2020STF	State Traffic Fine (TC 542.4031)	5,077.53	111	0.00	0	0.00	0	5,077.53	111
2020TPF	Time Payment Fee CCP 102.030	185.01	22	0.00	0	0.00	0	185.01	22
AFDPS	Arrest Fee - DPS (CCP 102.011)	8.84	3	0.00	0	0.00	0	8.84	3
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	110.70	4	0.00	0	0.00	0	110.70	4
CCOP	Civil Copies	53.50	3	0.00	0	0.00	0	53.50	3
CERT	Certified Copy	9.00	1	0.00	0	0.00	0	9.00	1
CFINE	County Fine	21,184.98	174	0.00	0	0.00	0	21,184.98	174
CHS	Courthouse Security Fee (CCP 102.017)	8.28	4	0.00	0	0.00	0	8.28	4
CHSJC	JP Security Fee (CCP 102.017)	2.77	4	0.00	0	0.00	0	2.77	4
CJS	Criminal Judicial Support Fee (LGC 103.105)	14.33	3	0.00	0	0.00	0	14.33	3
COLLFEE	Collection Agency Fee	199.05	3	0.00	0	0.00	0	199.05	3
CONT4	Constable Service Fee Pct #4	4,000.00	35	0.00	0	0.00	0	4,000.00	35
CSFF	Child Safety Fee (CCP 102.014(d))	18.87	1	0.00	0	0.00	0	18.87	1
DDF	Deferred Disposition Fee	110.00	4	0.00	0	0.00	0	110.00	4
IDF	Indigent Defense Fee (LGC 133.107)	5.53	4	0.00	0	0.00	0	5.53	4
JCTF	Justice Court Technology Fee (CCP 102.0173)	11.07	4	0.00	0	0.00	0	11.07	4



# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-01277 - JP4-2023-01783 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
JFR	Jury Reimbursement Fee (CCP 102.0045)	11.07	4	0.00	0	0.00	0	11.07	4
JTP	Juvenile Truancy Program (CCP 102.0174)	13.84	4	0.00	0	0.00	0	13.84	4
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	0.38	1	0.00	0	0.00	0	0.38	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	0.38	1	0.00	0	0.00	0	0.38	1
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.23	1	0.00	0	0.00	0	0.23	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	2.05	1	0.00	0	0.00	0	2.05	1
MVF	Moving Violation Fee (CCP 102.022)	0.18	3	0.00	0	0.00	0	0.18	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,150.00	230	0.00	0	0.00	0	1,150.00	230
SB41JCSF	Justice Court Support Fund	5,750.00	230	0.00	0	0.00	0	5,750.00	230
SB41LAF	Language Access Fund - LGC 135.155	690.00	230	0.00	0	0.00	0	690.00	230
SB41SCF	State Consolidated Fee	273.00	13	0.00	0	0.00	0	273.00	13
SFC4	Service/Arrest Fee - Const. 4	14.44	2	0.00	0	0.00	0	14.44	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
TCC	Truancy Court Cost (HB2398)	500.00	10	0.00	0	0.00	0	500.00	10
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	4.78	3	0.00	0	0.00	0	4.78	3
TPWF	Texas P&W Fine	321.30	6	0.00	0	0.00	0	321.30	6
WARC4	Warrant Fee - Constable Pct. 4	19.38	1	0.00	0	0.00	0	19.38	1
WEXEC	Writ of Execution	5.00	2	0.00	0	0.00	0	5.00	2
WPOSS	Writ of Possession	25.00	6	0.00	0	0.00	0	25.00	6
WRIT	Writ Fee	5.00	1	0.00	0	0.00	0	5.00	1
WSF1	Constable #1 - Writ Service Fee	200.00	1	0.00	0	0.00	0	200.00	1
WSF4	Constable #4 - Writ Service Fee	1,000.00	7	0.00	0	0.00	0	1,000.00	7
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		57,794.16	1,940	0.00	0	0.00	0	57,794.16	1,940

Justice of the Peace 4  
Consolidated Court Cost Calculation Sheet

Deposit Date: 4/01/2023-4/30/2023

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$2,713.62	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$949.77		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$969.15		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$775.32		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$19.38		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$2,713.62	\$2,713.62			100.000000%
Collected	\$2,713.62				

**Commissioners Court - Regular Session****13.****Meeting Date:** 05/16/2023

Child Welfare Board Appointment

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on appointing Melissa Grant of Round Rock to the Williamson County Child Welfare Board.

**Background**

If appointed, Ms. Grant will be filling a vacant position whose term expires in September 2023, therefore her initial term would start in May 2023 and run through fiscal year 2023. Her application is attached for your review.

---

**Fiscal Impact**

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

**Attachments**

Request for Appointment Letter

Application Redacted

---

**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 05/09/2023

**Reviewed By**

Becky Pruitt

**Date**

05/09/2023 11:22 AM

Started On: 05/08/2023 08:41 AM



May 6, 2023

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

The Honorable Judge Bill Gravell and Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Melissa Grant of Round Rock, to the Williamson County Child Welfare Board. If appointed, Ms. Grant will be filling a vacant position whose term expires in September 2023, therefore her initial term would start in May 2023 and run through fiscal year 2023. I have included her application for your review.

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

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

Sincerely,

*Kim*

Kim Gibbons  
WCCWB President  
[kimgibbons@gmail.com](mailto:kimgibbons@gmail.com)  
512-415-9609





## VOLUNTEER APPLICATION

**Purpose:** Use this form to apply to volunteer with the Department of Family and Protective Services (DFPS).

**Directions:** Complete this form and submit it to your local volunteer coordinator in person or via mail or email.

**Note:** A Social Security number is required to complete this form.

### VOLUNTEER INFORMATION

Name (last, first, middle): Grant, Melissa, Dyer	Preferred name: Melissa	Date of birth: [REDACTED]	Place of birth (city, state): [REDACTED]
Other names or spellings Used (married, maiden, alias, for example): First, middle, last [REDACTED]			
<input type="checkbox"/> No Other Names			
Current address (street, city, state, ZIP code): [REDACTED]			County: [REDACTED]
Have you had any other residences in Texas in the past two years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," list them below (street address, city and county, and ZIP code — use an additional sheet if needed):			
Have you lived outside Texas in the past 2 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Driver license, state, and number: [REDACTED]		Social Security number: [REDACTED]
Alternate ID #:	Type of alternate ID: <input type="checkbox"/> Canadian SIN <input type="checkbox"/> Military ID <input type="checkbox"/> Passport <input type="checkbox"/> Permanent residency card <input type="checkbox"/> State photo ID		
Home telephone:	Mobile telephone: [REDACTED]	Email address: [REDACTED]	
Gender: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	Race (check all applicable): <input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Black <input checked="" type="checkbox"/> White <input type="checkbox"/> Unable to determine (or none of the above)	Ethnicity: <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Not Hispanic <input type="checkbox"/> Unable to determine	
Organization represented (if applicable):		Who referred you to DFPS? Self	
Why do you want to volunteer for DFPS? Want to make a difference, help the kids in the Foster system			
Applicable skills: Organization, resourceful, dedicated, leadership, compassion, commitment			
Type of volunteer services preferred:			
Are you willing to receive training for another assignment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			





### EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

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

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

University:

Date of undergraduate  
degree:

Date of graduate  
degree:

### ADDITIONAL LANGUAGES

Language	Speak	Read	Write
English	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input checked="" type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input checked="" type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input checked="" type="checkbox"/> Excellent
	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent	<input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent

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

### PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities
Austin Smiles	Chair	Plan, fundraise, promote
Booster( RRIDS)	VP	anize, fundraise, leader:

### DATE(S) AND TIME(S) AVAILABLE

Days per week: open

Hours per week: open

Comments:

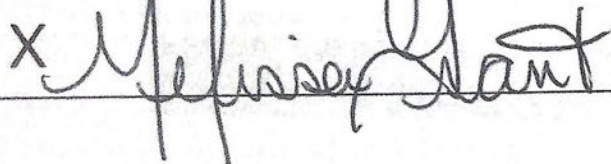
This board caught my attention while searching for another way to serve and offer my time.  
I feel I have a lot to offer based off my history of volunteering on boards in the past.  
I also feel connected; I was adopted, and our family adopted a teen out of the system 4 years ago.



### ELECTRONIC SIGNATURE FOR VOLUNTEER AGREEMENT

- ☒ I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks, and I authorize DFPS to complete these checks.
- ☒ I authorize DFPS to run an FBI criminal history check, which requires fingerprinting, if my role will have access to criminal history information.
- ☒ I understand that background checks are conducted on annually for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.
- ☒ I understand that children in DFPS care have experienced trauma in their lives.
- ☒ I understand this trauma may manifest itself in extreme behaviors, which include foul language, outbursts, and physical aggression.
- ☒ I understand that my signature on this Electronic Signature Acknowledgement form is equivalent to my handwritten signature and is legally binding. An electronic signature has the same validity and meaning as my handwritten signature. I will not, at any time, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic signature of volunteer:

X 

Date signed:  
04/22/2023



**Commissioners Court - Regular Session****14.****Meeting Date:** 05/16/2023

Approval of Purchase of West Proflex Subscription from Thomson Reuters and/or West Publishing for Williamson County

**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 purchase between Thomson Reuters and/or West Publishing and Williamson County for a Westlaw Proflex Subscription pursuant to DIR contract #DIR-LGL-CALIR-02 and authorizing the execution of the form. The term of this agreement is for thirty-six (36) months, with a 4% increase in year two and year three. The monthly charges are as such: Year One \$7,385.40, Year Two \$7,680.82, and Year Three \$7,988.05.

**Background**

The approval of this purchase will benefit the operations of Williamson County by providing access for judges, attorneys and support staff to case law and other research tools. This purchase is necessary for the addition of the new Courts, Judges and Attorneys. The attached form contains more detailed information regarding the subscription. Legal, Contract Audit, and Budget have approved. Funding Source is 01.0350.0680.003030 as per FY23 budget. The department point of contact is Andrea Schiele.

---

**Fiscal Impact**

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

**Attachments**

Thomson Reuters Redacted Order

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/11/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/11/2023 09:08 AM  
05/11/2023 10:18 AM  
Started On: 05/08/2023 08:23 AM



## Order Form

Contact your representative [randy.lysdale@thomsonreuters.com](mailto:randy.lysdale@thomsonreuters.com) with any questions. Thank you.

### Sold To Account Address

Account #: [REDACTED]  
WILLIAMSON COUNTY  
ANDREA SCHIELE  
710 S MAIN ST STE 101  
GEORGETOWN TX 78626-5701 US  
"Customer"

### Shipping Address

Account #: [REDACTED]  
WILLIAMSON COUNTY  
ANDREA SCHIELE  
710 S MAIN ST STE 101  
GEORGETOWN TX 78626-5701 US

### Billing Address

Account #: [REDACTED]  
WILLIAMSON COUNTY  
ANDREA SCHIELE  
710 S MAIN ST STE 101  
GEORGETOWN, TX 78626-5701  
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

**Thomson Reuters General Terms and Conditions** apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Thomson Reuters General Terms and Conditions for Federal Subscribers** is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
[REDACTED]	West Proflex	\$7,385.40	36

### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Banded Product Subscriptions.** You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

### Miscellaneous

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Excluded Charges And Schedule A Rates.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

**eBilling Contact.** All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Cancellation Notification Address.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

**Returns and Refunds.** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Document Intelligence Product Specific Terms:** The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: [www.ThomsonReuters.com/DocIntel-PST](http://www.ThomsonReuters.com/DocIntel-PST)

**Product Specific Terms and Information Security Controls:** The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

**Service Levels:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

#### Amended Terms and Conditions

#### Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

#### Acknowledgement:

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 6/26/2023.



# Attachment

Contact your representative [randy.lysdale@thomsonreuters.com](mailto:randy.lysdale@thomsonreuters.com) with any questions. Thank you.

## Payment, Shipping, and Contact Information

### Payment Method:

Payment Method: Bill to Account

Account Number: [REDACTED]

This order is made pursuant to: Texas MSA Contract No.

DIR-LGL-CALIR-02: Internal use only (TXMS)

### Order Confirmation Contact (#28)

Contact Name: Schiele, Andrea

Email: [aschiele@wilco.org](mailto:aschiele@wilco.org)

### eBilling Contact

Contact Name Andrea Schiele

Email [aschiele@wilco.org](mailto:aschiele@wilco.org)

### Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

## ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
[REDACTED]	WILLIAMSON COUNTY	710 S MAIN ST STE 101 GEORGETOWN TX 78626-5701 US	New

## ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
23	Attorneys	43102993	Westlaw Precision Preferred National Primary Law, Enterprise access, Government
23	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
23	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
23	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
23	Attorneys	42566958	Gvt - WL4G O'Connor's (WestlawPRO™)

## Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Andrea	Schiele	<a href="mailto:aschiele@wilco.org">aschiele@wilco.org</a>	EML PSWD CONTACT

## Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42077754	Westlaw All Analytical, Enterprise access, Government
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
41935299	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)

## Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
[REDACTED]	West Proflex	\$7,385.40	4.00%	\$7680.82	4.00%	\$7988.05	N/A	N/A	N/A	N/A	Monthly

## Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

**Commissioners Court - Regular Session****15.****Meeting Date:** 05/16/2023

Approval of Purchase for Palo Alto Networks Cybersecurity Platform from Presidio Networked Solutions Group, LLC for IT Department

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving Quote #2023202 between Williamson County and Presidio Networked Solutions Group, LLC, for the amount of \$66,716.82 pursuant to contract #DIR CPO-4859, and authorizing the execution of the quote.

**Background**

The approval of this purchase will benefit the Williamson County IT Department with cybersecurity software platforms. These firewalls will replace the existing firewalls at the County Jail. The attachment has the details of the scope of work to be done. IT, Budget, Legal and Contract Audit have reviewed this quote. This expenditure will be charged to 01.0100.0503.005740 as per FY23, The department point of contact is Rory Tierney.

---

**Fiscal Impact**

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

**Attachments**

Presidio Palo Alto Redacted Quote

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/10/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/10/2023 11:33 AM  
05/10/2023 02:24 PM  
Started On: 05/01/2023 11:11 AM

**TO:** Williamson County  
Paul Hulse  
301 SE Inner Loop Suite 106  
Georgetown, TX 78626  
  
phulse@wilco.org  
(p) 512-943-1408  
(f) (512) 943-1672

**FROM:** Presidio Networked Solutions Group, LLC  
Daniel Guzman  
10415 Morado Circle  
The Campus Building 1  
Suite 320  
Austin, TX 78759  
  
dguzman@presidio.com  
(p) +1.512.795.7146

**Customer#:** WILLI035

**Contract Vehicle:** Texas DIR-CPO-4859 Cybersecurity Products and Services

**Account Manager:** Daniel Guzman

**Inside Sales Rep:** Greg Hubbard

**Title:** PAN-PA-1420

#	Part #	Description	Unit Price	Qty	Ext Price
1	PAN-PA-1420	PALO ALTO NETWORKS PA-1420	\$12,737.82	2	\$25,475.64
2	PAN-PA-1420-GP-HA2	PA-1420, GLOBALPROTECT SUBSCRIPTION, FOR ONE (1) DEVICE IN AN HA PAIR, 1 YEAR (12 MONTHS) TERM.	\$2,293.41	2	\$4,586.82
3	PAN-PA-1420-DNS-HA2	PA-1420, DNS SECURITY SUBSCRIPTION, FOR ONE (1) DEVICE IN AN HA PAIR, 1 YEAR (12 MONTHS) TERM.	\$2,293.41	2	\$4,586.82
4	PAN-PA-1420-ADVURL-HA2	PA-1420, ADVANCED URL FILTERING SUBSCRIPTION, FOR ONE (1) DEVICE IN AN HA PAIR, 1 YEAR (12 MONTHS) TERM.	\$3,440.12	2	\$6,880.24
5	PAN-PA-1420-ATP-HA2	PA-1420, ADVANCED THREAT, FOR ONE (1) DEVICE IN AN HA PAIR, 1 YEAR (12 MONTHS) TERM.	\$3,440.12	2	\$6,880.24
6	PAN-PA-1420-AWF-HA2	PA-1420, Advanced Wild Fire subscription, for one (1) device in an HA pair, 1 year (12 months) term.	\$3,440.12	2.00	\$6,880.24
7	PAN-SVC-PREM-1420	PA-1420, Premium support, 1 year (12 months) term.	\$3,420.00	2.00	\$6,840.00
New Palo A lot Software			These subscriptions were not on the old 3220		
8	PAN-PA-1420-AIOPS-NGFW-HA2	PA-1420, AIOPS for NGFW subscription, for one (1) device in an HA pair, 1 year (12 months) term.	\$2,293.41	2.00	\$4,586.82
Total (New Palo A lot Software):					\$4,586.82
			<b>Sub Total:</b>		<b>\$66,716.82</b>
			<b>Grand Total:</b>		<b>\$66,716.82</b>

This quote is governed by Terms and Conditions of Texas DIR-CPO-4859 Contract.  
State of Texas Vendor ID 17605152499  
Standard-Terms-for-Purchase-of-Services or Goods  
Quote valid for 30 days from date shown above.  
Prices may NOT include all applicable taxes and shipping charges  
All prices subject to change without notice. Supply subject to availability.

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

Pursuant to this contract your PO must reflect the following contract:  
Texas DIR-CPO-4859  
Tax ID# [REDACTED] Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G  
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)  
Delivery: FOB Destination

No signed quote. PO required.

**Commissioners Court - Regular Session****16.****Meeting Date:** 05/16/2023

Approval of Purchase and Scope of Work for Isilon Cluster Hardware Relocation from Presidio Networking LLC for IT Department

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving Quote and Scope of Work (SOW) #2023203 between Williamson County and Presidio Networking, LLC for the total of \$8,000.00 pursuant to BuyBoard contract #661-22, and authorize the execution of the purchase.

**Background**

The approval of this quote and SOW will benefit the IT Department with the relocation of Isilon Cluster Node IT hardware. Presidio will work with the IT Department to ensure that the new data center location has sufficient rack space, power connections and network port to support this new hardware. Working with the IT Department, Presidio will remove the hardware from the existing rack location, make ready for transport to the new location and assist to rack the Nodes based on the rack layout diagram developed during the planning phase. IT, Legal, Contract Audit and Budget have reviewed this quote. Funding Source is 01.0100.0503.004100 per FY23 budget. The department points of contact are Richard Semple and Rory Tierney.

---

**Fiscal Impact**

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

**Attachments**

Presidio Isilon Quote Redacted

Presidio Isilon SOW Redacted

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 05/11/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

05/11/2023 08:44 AM  
05/11/2023 10:17 AM  
Started On: 05/04/2023 04:02 PM

## QUOTE:

DATE: 04/25/2023  
PAGE: 1 of 1

**TO:** Williamson County  
Rory Tierney  
301 SE Inner Loop Suite 106  
Georgetown, TX 78626  
  
rory.tierney@wilco.org  
(p) (512) 943-1457  
(f) (512) 943-1672

**FROM:** Presidio Networked Solutions Group, LLC  
Daniel Guzman  
10415 Morado Circle  
The Campus Building 1  
Suite 320  
Austin, TX 78759  
  
dguzman@presidio.com  
(p) +1.512.795.7146

**Customer#:** WILLI035

**Contract Vehicle:** BuyBoard Technology Equipment, Products, Services and Software 661-22

**Account Manager:** Daniel Guzman

**Inside Sales Rep:** Greg Hubbard

**Title:** Isilon Storage Move

#	Part #	Description	Unit Price	Qty	Ext Price
1		Fixed Fee for Presidio employee labor	\$1,600.00	1.0000	\$1,600.00
		<b>Deliverable:</b> Project Initiation			
2		Fixed Fee for Presidio employee labor	\$6,400.00	1.0000	\$6,400.00
		<b>Deliverable:</b> Project Closure			

<b>Sub Total:</b>	<b>\$8,000.00</b>
<b>Grand Total:</b>	<b>\$8,000.00</b>

THIS QUOTE IS GOVERNED BY THE TERMS AND CONDITIONS OF BUYBOARD CONTRACT 661-22

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:  
CONTRACT BUYBOARD 661-22.

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

No signed quote. PO required.





## Isilon Cluster Hardware Relocation

### STATEMENT OF WORK

WILLIAMSON COUNTY

4-May-2023

## PROPOSAL TEAM

Name	Company/Function	Phone	Email
Daniel Guzman	Presidio Account Manager	512.795.7146	dguzman@presidio.com
Bryan Eslick	Presidio Solution Architect	512.969.8078	beslick@presidio.com

## REVISION HISTORY

Revision	Revision Date	Name	Notes
V1.0	20-Apr-2023	Bryan Eslick	First Client Release
V1.1	4-May-2023	Bryan Eslick	Single Milestone

© 2023 Presidio. All Rights Reserved. This document and its contents are the confidential and proprietary intellectual property of Presidio and may not be duplicated, redistributed, or displayed to any third party without the express written consent of Presidio.

Other product and company names mentioned herein may be the trademarks of their respective owners.



*The scope and pricing are valid for 60 days unless otherwise noted.*

## 1. EXECUTIVE OVERVIEW

### 1.1. Introduction

Presidio Networked Solutions Group LLC ("Presidio") is pleased to propose the following solution to Williamson County ("Client"). This Statement of Work ("SOW") defines the tasks to be performed and the responsibilities of Presidio and Client.

### 1.2. Solution and Approach Overview

Williamson County has engaged Presidio in regard to the relocation of an existing Isilon cluster from the current Data Center location it is currently housed in to another Data Center location. The existing Isilon Cluster consists of the following hardware: 4 total chassis - 1 chassis with 4 x H400 nodes, 2 chassis with 4 x A200 Nodes and 1 chassis with 2 x A200 Nodes.

Once the Isilon Cluster hardware has been re-installed in the racks at the new Data Center location, Presidio Engineering will work with the Williamson County IT Team to set new Isilon Cluster IP Addresses and update the IP Addresses of the shares running on the Isilon Cluster.

### 1.3. Locations

Work will be done for the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City, State ZIP	On-Site/Remote Services
Current Location	301 SE Inner Loop, Suite 106	Georgetown, TX 78626	On site
New Location	405 Martin Luther King Jr St	Georgetown TX 78626	On site

## 2. SCOPE OF WORK

### 2.1. Project Scope

#### 2.1.1. Planning Phase

Prior to the date of the Isilon Cluster Node hardware move, Presidio Engineer will work with Williamson County IT to ensure that the new data center location has sufficient rack space, power connections and network ports to support the Isilon Cluster Nodes. A Rack Layout Diagram will be developed based on this discussion to use as a guide for the re-racking of the Isilon Cluster Node hardware at the new data center location.

Documentation of the existing power and network connections and mapping of the power and network port connections at the new location will be performed and verified prior to the date of the hardware move.

#### 2.1.2. Execution Phase

On the date of the hardware move, Presidio Engineer will work with the Williamson County IT Team to remove the Isilon Cluster Nodes from the existing rack location and make ready for transport to the new location.

Once the Isilon Cluster Nodes have been transported to the new location, Presidio Engineer will work with the Williamson County IT Team to rack the Isilon Cluster Nodes based on the Rack Layout Diagram developed during the Planning Phase.

Presidio Engineer will power on the Isilon Cluster Nodes and perform the required IP address changes for the Isilon Cluster Nodes and ensure that the process is completed as expected. Once the Isilon Cluster Node hardware has gone through the IP Address changes the IP Address updates for the File Shares will be performed.

## 2.1. Project Specific Assumptions

1. All Data contained on the Isilon Cluster will be backed up and validated prior to the shutdown and physical movement of the hardware. Customer is responsible for the validation that backup copies are sufficient for recovery if necessary.
2. The shutdown of the Isilon Cluster Nodes will be performed by Williamson County IT Team prior to the removal of the nodes from the racks in the current location. Assistance by Presidio Engineer can be provided but must be scheduled in advance of the date of shutdown.
3. Williamson County will provide any needed packing material and transportation/truck for relocation of the Isilon Cluster Nodes between the current location and the new location.
4. No new equipment will be deployed or added to the existing Isilon Cluster as part of this project.
5. Valid support contracts, or other necessary contingencies, should be in place for all the Isilon Cluster Nodes to be moved to address any component issues that may arise during the power on/re-connection phase of the project. Williamson County will perform any engagement during the vendor tech support to troubleshoot/resolve these issues if they occur.
6. Williamson County IT Team will verify that sufficient IP Address space and network VLANs needed for the new IP Address change are configured and available prior to the hardware move date. All network switch configuration changes will be performed by the Williamson County IT Team.
7. Customer will be responsible for validation that File Shares are working as expected on the Isilon Cluster Nodes after the re-IP process has been performed on the Nodes and the existing File Shares.

## 2.2. Training and Knowledge Transfer

Knowledge Transfer provided during the course of the engagement are informal sessions and consist of our engineers sharing their knowledge as they work through various tasks related to the project, and at the time the tasks are performed. The conduct of these sessions will be in a manner that does not slow down the pace of work or distract the engineers. These are not dedicated Knowledge Transfer sessions.

## 2.3. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
Rack Layout Diagram – New Site	Visio
System Engineering Report	PDF

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five business days, the Presidio Project Team will make the agreed upon revisions and will, within five business days, re-submit the updated version to Client.
- At that time Client has five business days to review and request changes for the final document. If no written response is received from Client within five business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.



- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

## 2.4. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Project kickoff (remote)
- Milestone-level tracking
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required (remote)
- Project closeout (remote)

## 2.5. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skillsets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to Client and utilizes the appropriate resource for the task required.

### 2.5.1. Presidio Engineering Resources

- **Practice Manager(s)** – the technical manager and regional team lead of the field consulting team. The Practice Manager provides resource and technical oversight assistance to the Project Manager and ensures availability of technical resources and escalation paths for field consultants.
- **Architect/Senior Engineer(s)** – the technical escalation points for Engineer(s) and Project Oversight teams. An Architect or Senior Engineer is a subject matter expert within a certain technology or field. This senior-level resource will be the principal technical resource for the engagement and will have ownership of the final deliverables.
- **Engineer(s)** – one or more individuals assigned to complete technical project tasks. Assignment of these resources depends upon the skillset of the task(s) and the timeline(s) within which the task(s) must be completed. These individuals report directly to the Project Manager for task assignment updates and to the Practice Manager or Architect/Senior Engineer for technical escalation needs.

The following Presidio resources will be engaged on this project:

- Senior Data Center Engineer

Contact information for the project team personnel will be distributed by the Project Manager.

### 2.5.2. Client Resources

Throughout the project, Client resources may be required for completion of specific tasks, providing key information or data, oversight, review, and approvals. The responsibilities of Client are outlined in this document.

The following Client resources will be engaged on this project:

- Williamson County IT Team

Contact information for the project team personnel will be distributed by the Project Manager.

## 2.6. Project Change Request Process

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule, or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope including, but not limited to, the following will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW, or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Changes required to existing infrastructure components, not called out in this Statement of Work, including patching and/or reconfiguration.
- Remedial work for the resolution of issues that existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).
- Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made "after" releasing the system or "after" a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If 24-hour notice is not provided, charges may be applied.

## 3. ASSUMPTIONS AND RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation to which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

### 3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. Client has read and agrees with all items contained or omitted within this Statement of Work.
2. This SOW supersedes any previous scope discussion or agreement including "Vision Deck" PowerPoint proposals, emails, or verbal communications.
3. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.



4. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
5. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
6. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies.
7. Presidio may engage subcontractors and third parties in performing a portion of this work.
8. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
9. Some activities included in this project may be performed on Presidio's premises.
10. Not all features or functions of the installed system are included in the scope of this engagement.
11. Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
12. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all user names, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.

### **3.2. Client Responsibilities**

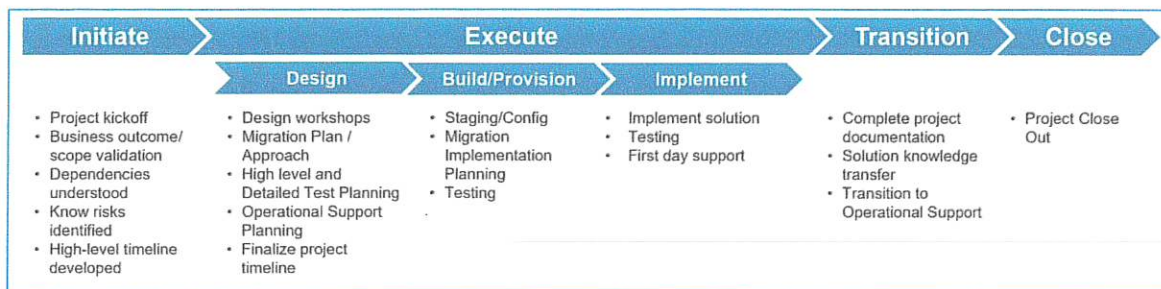
The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
2. Participate in any required design sessions or workshops.
3. Provide or procure all appropriate hardware, software, licensing, and media required for implementation of the SOW.
4. Supply current equipment configuration for review if applicable.
5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
7. Dispose of all retired equipment as part of this project.
8. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
9. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
10. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
11. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.), as well as electrical and spatial needs and required antivirus software.
12. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.

13. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
14. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
16. Provide remote access for troubleshooting and configurations related to the project – preferably VPN access, as necessary.
17. Provide requested documentation or information needed for the project within two business days, unless otherwise agreed to by all parties.
18. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
19. Ensure all Category 5 (Cat 5) (or higher) and fiber cable infrastructure is in place and tested for all sites.
20. Provide patch cables and complete necessary fiber or Cat 5 cable terminations to patch panels for new switching and routing infrastructure.

## 4. PRESIDIO PROJECT MANAGEMENT METHOD (PMM)

Presidio's Engagement Delivery Method incorporates best practices from our extensive experience as Digital System Integrators. The method is prescriptive while being flexible and customized for each client's specific needs based on the specific scope of work. This allows Presidio to right size the approach to be flexible and efficient, while maintaining an appropriate structure and governance to effectively deliver the business outcome.



### 4.1. Escalation Path

Client experience is of the utmost importance to Presidio. If at any time a Client feels the need to escalate an issue or concern, please consider the escalation points and options described below.

#### Level 1

- **Account Manager** – Client's first point of escalation is always their Account Manager. The AM can facilitate additional escalation if required and coordinate meetings between the required people within Presidio and Client in order to swiftly resolve any issues.
- **Project Manager** – for projects that include Project Management, the Project Manager is an escalation point for any concerns or questions.
- **Practice Manager**– for technical issues, the Service Delivery team will reach out to the manufacturer's support avenues within one hour of identifying an issue. If additional technical escalation is warranted, the Presidio Practice Manager will be contacted after that time.

#### Level 2

- **Program and Project Management (PPM) Team Lead** – if Client is not satisfied with the response from the Level 1 escalation, the PPM Team Lead would be the next level of escalation for any and all



issues associated with the project scope and would own the management of the issue to resolution including technical and non-technical related concerns.

- **Service Delivery Director** – for technical issues specifically, if the issue is not resolved within an hour, the Service Delivery Director will be contacted for additional escalation and action. For technical issues escalated by the Delivery Team, the Service Delivery Director will:
  - Contact and speak with Client via phone to explain the status
  - Develop a plan of action
  - Communicate the plan of action status and completion to Client
  - Contact the Operations team, as required, to request additional resources, as required, in order to execute the plan of action

#### Level 3

- **Program and Project Management Services (PPM) Director** – for projects that include Project Management, the PPM Director is the third escalation point for any technical or non-technical concerns or questions.
- **Services Vice President** – if the issue or concern cannot be addressed or resolved within Level 1 or Level 2 of the escalation process, the issue will be raised to the executive level for visibility and resolution.

## 4.2. Technical Support after Completion

For non-critical support, including system expansion options, assessments, audits, and related services, or services that are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options including Fixed Fee, Hourly Rate, or Daily Rate options. Pricing for these services is not included in this Statement of Work.

Managed Services Clients	Non-Managed Services Clients
Technical support for the solution implemented within the scope of this SOW can be obtained by: <ul style="list-style-type: none"><li>• calling 800-494-0118</li><li>• sending an email to <a href="mailto:presidio@service-now.com">presidio@service-now.com</a></li></ul>	Vendor's (such as Cisco or EMC) Support Center or Technical Assistance Center (TAC) is the vehicle for all support.  These Vendor Support Centers provides 7x24 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance.

## 5. PRICING

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

Milestone Name	Amount
Project Closure	\$8,000.00
<b>Total:</b>	<b>\$8,000.00</b>

Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones.

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work.

If, in Presidio's reasonable discretion, completion of one or more of a project's milestones are subject to a material delay due to factors outside of Presidio's control, Presidio may invoice Client a prorated amount for work performed which reflects Presidio's current progress toward completing the milestone(s) at the time of any such delay.

Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

### **5.1. Expenses**

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

### **5.2. Travel Time**

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

## **6. TERMS AND CONDITIONS**

The BuyBoard Contract 661-22 shall govern this statement of work.

## 7. APPROVAL SIGNOFF

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of 60 days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

### Williamson County

---


Signature

Date

---

Printed Name

### Presidio

  
Edward Kilgore (May 5, 2023 09:34 CDT)

May 5, 2023

---

Signature

Date

Edward Kilgore

Director of Professional Services

---

Printed Name & Title

**Commissioners Court - Regular Session****17.****Meeting Date:** 05/16/2023

Approval of Services and Purchase Agreement for Weigh-In Motion Scale from Kistler Instrument Corporation 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 services and purchase agreement #2023166 for a weigh-in motion scale in the amount of \$36,807.50 with Kistler Instrument Corporation, and authorizing the execution of this agreement.

**Background**

The Road and Bridge Department submitted requisition #131284 along with a quote for a one (1) lane Kittraffic Digital system which includes a digital weigh-in motion sensor, system backpanel, basic TDA software license, yearly software fee, grout toolkit for KiTraffic Digital installation, training and three (3) year certification for one to two participants and two certificates plus standard warranty of twelve (12) months starting from the date of installation. Device will be used in partnership with University of Texas Center for Transportation Research to evaluate data gathered from device. Device will collect data on County Road 130. Data will be used to determine the effect and wear and tear on roads from heavy load vehicles and heavy volume traffic. Three quotes were obtained for this purchase. Legal, Contract Audit and Information Technology Departments have approved this purchase. Budgeted amount: \$36,807.50. Funding source: 01.0200.0210.005003. The department point of contact is Lucas Pandikiu.

---

**Fiscal Impact**

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

**Attachments**

Services and Purchase Contract

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 05/11/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/11/2023 10:32 AM

05/11/2023 10:38 AM

Started On: 05/01/2023 01:11 PM

---

---

**WILLIAMSON COUNTY**  
**SERVICES AND PURCHASE CONTRACT**  
**(Kistler Instrument Corporation)**

---

---

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

## VII.

**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: [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.

#### 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.

[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.,  
\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 20\_\_\_\_

**SERVICE PROVIDER:**

Kistler Instrument Corporation  
\_\_\_\_\_  
Name of Service Provider

  
\_\_\_\_\_  
Authorized Signature

JT Kirkpatrick  
\_\_\_\_\_  
Printed Name

Date: 4/20/23, 20\_\_\_\_

**Project Completion Date:** The Services set out in **Exhibit "A"** shall be completed by  
Service Provider on or before \_\_\_\_\_ 10.01.2025 \_\_\_\_\_ ~~calendar days.~~

**Cooperative Purchasing Contract or Agreement (if applicable):** \_\_\_\_\_

# Exhibit "A"

## Quote/Proposal

**KISTLER**  
measure. analyze. innovate.

To: Lucas Pandikiu  
Engineer Associate  
Williamson County, TX

Quote date: 2/20/2023

### 1 Lane - Kittraffic Digital System

Pos	Total Qty	Material Number	Type	Designation	Price/unit USD	Total Price USD (for customer)
1	1		9845A004000A11	Kittraffic Digital System - 4 x 9181AD41 - Lineas Digital WIM sensor length=1.75m, cable=40m - System backpanel up to 21 sensors - Basic TDA software License	39,910	39,910
2	1		44002563	Yearly software fee	2,600	2,600
3	6	18000000	1000A1	Grout	350	2,100
4	0					0
5	0					0
Total WIM Equipment subtotal						44,610
Partner Discount						25% -11,152.50
6	1	18044308	Z22227	Toolkit for KiTraffic Digital installation <b>NO Charge - Kistler to supply</b>	2,930	0
7	1	44001182	9966W102	Training and 3 year certification - 1-2 Participants; 2 Certificates; Domestic; 1 day - Includes travel	3,350	3,350
Total Amount						36,807.50

#### To Be Provided By Others:

1. Cabinet (enclosure) with power supply 110 VAC and grounding. Space in cabinet needs to be big enough to mount a 44" h x 28" w x 20" d packpanel
2. Cellular modem with cell service if doesn't currently exist (TCP/IP to WIM Data Logger).
3. Grounding wire to be provided and run to each sensor
4. Crew and equipment for system installation
5. Truck(s) for system calibration and someone on site to verify trucks passes must be provided
6. Pricing includes data being available using the KiTraffic Digital REST API
7. Any additional items or services not explicitly listed in this quote

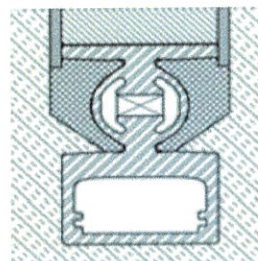
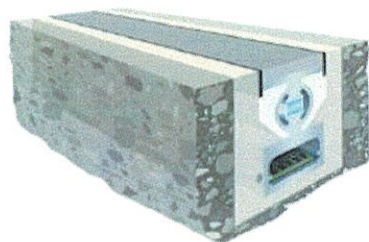
#### Notes:

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.



**Commissioners Court - Regular Session****18.****Meeting Date:** 05/16/2023

2023 WCAD Presentation

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

---

**Information****Agenda Item**

Hear presentation from Alvin Lankford, Chief Appraiser, Williamson County Appraisal District.

**Background**

---

**Fiscal Impact**

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

**Attachments**WCAD 2023 Update

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 05/09/2023

**Reviewed By**

Becky Pruitt

**Date**

05/09/2023 11:22 AM

Started On: 05/08/2023 08:59 AM





# WILLIAMSON COUNTY 2023 VALUE UPDATE MAY 16, 2023

Alvin Lankford, RPA, CAE, AAS, CCA  
WCAD Chief Appraiser  
[ALVINL@WCAD.ORG](mailto:ALVINL@WCAD.ORG)





# WHAT'S NEW AT WCAD



# New Appraisal Notice for 2023



WERTZ, MELISSA K  
C/O GERMANAMERICAN BANK/WAG  
21 SE 3RD ST  
EVANSVILLE IN 47708-1412

## 25.19 – 2023 Notice of Appraised Value

NOTE: DO NOT PAY FROM THIS NOTICE!  
¡AVISO: NO USÉ ESTA NOTIFICACIÓN PARA EL PAGO!

Date: 03/31/2023  
Owner Name: WERTZ, MELISSA K  
Sitio: 8409 SLANT OAK DR AUSTIN TX 78729  
Legal Description: JOLLY OAKS PHASE 2, LOT 43

Quick Ref ID: R065671

Online Protest Passcode (2023): 208E7FD123

THESE ARE YOUR CURRENT EXEMPTIONS:

Code	Exemption Type
HS	Homestead

Recently applied exemptions may not be reflected, check search.wcad.org

### PROTEST FILING DEADLINE: 05/15/2023

Dear Property Owner,  
WCAD has appraised the property listed above for the tax year 2023. The appraisal as of January 1, 2023 is outlined below:

Appraisal Information	Last Year - 2022	Proposed - 2023
(+) Structure / Improvement Market Value	325,819	257,670
(+) Non Ag Land Market Value	104,000	99,000
(+) Ag Land Market Value	0	0
(=) Total Market Value	429,819	356,670
Ag Land Productivity Value	0	0
Assessed Value ** (Possible Homestead Limitations, see asterisk below)	303,956	334,352

\*\* A residence homestead is capped from future assessed value increases in excess of 10% per year from the date of the last assessed value plus the value of any new improvements. (The homestead cap takes effect on a residence homestead on January 1 of the tax year following the first year the owner qualifies the property for the residential homestead exemption. [Sec. 23.23(c) or (c-1) Texas Property Code]).

\*\*\* When an appeal is filed disputing the market value, the taxable value can only be changed if you are successful in lowering the market value (\$356,670) below the assessed value (\$334,352).

Homestead Cap Value (Total Market Value – Assessed Value) = 22,318

Recent remarks in the media about Williamson County's past year regarding residential real estate...

"Texas' housing market shows signs of cooling down." – Texas Tribune, Joshua Fechter 9/1/2022

"The Austin-area housing market is decelerating and beginning to return to how it was before the pandemic" – KXAN, Jacyln Ramkissoon 7/19/2022

"Lower prices, more stock: Housing market cools." – Community Impact, Zacharia Washington 2/14/2023

The notice of appraised value reflects the sales and trends relative to your market area and may differ from other areas across the county. For information regarding market trends and residential valuation please visit: <https://www.wcad.org/market-analysis>



Please scan the QR code to the left using your smart phone camera application, or use any QR code scanning application to access <https://www.wcad.org/noav-qr/> for more information, including:

- Appraisal Notice Explanation
- Appeal Process Information
- Market & Valuation Information
- Homestead Exemptions / Cap Adjustment
- Over 65 Exemption Information
- Agricultural Land Valuation

\*\*\*\*Protest conference with an appraiser at scheduled date and time only\*\*\*\*

If you disagree with the proposed value or any other action the appraisal district may have taken on your property, please visit [www.wcad.org](https://www.wcad.org) for information regarding how property valuation reviews will be taking place this year. You have the right to file a protest by May 15, 2023 and receive a formal hearing if you are unable to resolve any concerns you may have regarding the property with the appraisal district.

The Appraisal Review Board recommends an informal conference with a Williamson Central Appraisal District staff member before a formal hearing. The informal conference is recommended for the appraisal district and property owner to review and exchange evidence. The informal conference will take place at your scheduled protest date and time. If an agreement is reached in the informal conference, a formal hearing will not be required. If an agreement is NOT reached, a formal hearing will immediately follow the informal conference at the Williamson Central Appraisal District.

### SCHEDULED PROTEST FILING PROCEDURES

- Online:
- Online protest may qualify for early hearing scheduling.
  - Access the [www.wcad.org](https://www.wcad.org) website prior to the indicated Protest Filing Deadline. Using your Quick Ref ID & Online Protest Passcode, select the ONLINE PROTESTS tab near the top of the page (further instruction included on our website).
  - If you are unable to resolve your protest online, the ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing.

- By Mail:
- Complete and sign the Notice of Protest form included with this letter, or to protest by letter; include your name, property description, and reason for protesting.
  - Mail to the WCAD office on/before the indicated Protest Filing Deadline.
  - The ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing.

- In Person:
- Complete and sign the Notice of Protest form included with this letter and file with WCAD staff by the indicated Protest Filing Deadline.
  - The ARB will mail you notification at least 15 days prior of the date, time, and place of your formal hearing.

\*Protest hearings scheduled online will only receive confirmation / notification by email.

The carrying of a handgun at any meeting of a Governmental Entity is prohibited by Texas law, regardless of whether the handgun is concealed or not. Penal Code 46.035 (c)

Your protest must be filed online, postmarked, or hand-delivered to our office by 5pm on the indicated Protest Filing Deadline. The ARB hearings are held at the WCAD office. Hearings will begin on April 3rd and typically continue until the end of July.

"The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally-elected officials, and all inquiries concerning your taxes should be directed to those officials"

Tax estimate grid has been removed per Senate Bill 2 2019 session

Beginning August 7th, visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes.

The Williamson Central Appraisal District does not set tax rates or collect the taxes on your property. The governing body of each taxing unit decides whether or not taxes on the property will increase. The appraisal district only determines the value of the property.

If you receive the over-65 (11.13c) or disability homestead exemption, your school taxes for this year will not be higher than they were for the year in which you first received the exemption, unless you have made improvements to the property. If you improved your property. If you improved your property by remodeling or adding on, your school taxes may increase for new improvements. If you are the surviving spouse of a person who was 65 or older, or disabled at death, and you were 55 or older at the time of their death, you may retain the school tax freeze amount.

The difference between the 2018 appraised value and the proposed 2023 appraised value is 53.75%.

(N/A means property characteristics have changed within those 5 years)

Taxing Unit	Last Year's			Current Year's			Exemption Amount Cancelled or Reduced from Last Year
	Exemption Type	Exemption Amount	Taxable Value	Exemption Type	Exemption Amount	Taxable Value	
City of Austin	HS	60,791	243,165	HS	66,870	267,482	-6,079
Aus Comm Coll	HS	5,000	298,956	HS	5,000	329,352	0
Williamson CO	HS	15,198	288,758	HS	16,718	317,634	-1,520
Wmsn CO FMRD	HS	3,000	300,956	HS	3,000	331,352	0
Round Rock ISD	HS	40,000	263,956	HS	40,000	294,352	0
Upper Brushy Creek WCID	HS	5,000	298,956	HS	5,000	329,352	0

You or your property (including inherited property) may qualify for one or more of these residence homestead exemptions.

Partial Exemptions	Total Exemptions
<ul style="list-style-type: none"><li>○ Residence homestead</li><li>○ Disabled veteran or surviving spouse/child</li><li>○ Person age 65 or older or surviving spouse</li><li>○ Disabled person</li><li>○ Temporary damage by Governor-declared disaster</li><li>○ Donated Residence Homestead of Partially Disabled Veteran</li></ul>	<ul style="list-style-type: none"><li>○ 100% disabled veteran or surviving spouse</li><li>○ Surviving spouse of armed services member killed in line of duty</li><li>○ Surviving spouse of a first responder killed or fatally injured in line of duty</li></ul>

Visit <https://support.wcad.org/portals/kb/articles/homestead-exemption-requirements> for more information and qualifications.

Sincerely,

Alvin Lankford Alvin Lankford / Chief Appraiser

Please visit our website [www.wcad.org](https://www.wcad.org) for additional information and instructional videos.

# Comparable Sales Report


Tax Year: 2023

Appraisal

For Property: R-16-4240-0000-0043

Comp Sheet Format: Res Comp Sales Notice Grid

Market Area: WEST ROUND ROCK MRA

	Subject	Comp1	Comp2	Comp3	Comp4	Comp5
Quick Ref ID	R065671	R065669	R065641	R065643	R065624	R065637
Photo						
Situs Address	8409 SLANT OAK DR	8413 SLANT OAK DR	13319 WATER OAK LN	13315 WATER OAK LN	9211 ROBINS NEST LN	13322 WATER OAK LN
Comparability Index		41	49	101	109	141
Neighborhood Code	R372476H	R372476H	R372476H	R372476H	R376474G	R372476H
Acres	0.000	0.000	0.000	0.000	0.000	0.000
Eff Year Built / Class	1977 / R2	1985 / R2	1989 / R2	1977 / R2	1987 / R2	1995 / R2
Actual Year Built	1977	1977	1977	1977	1975	1977
Living Area SF	1,267	1,344	1,230	1,768	1,264	1,865
Garage / Porch SF	437 / 114	420 / 216	480 / 60	0 / 446	532 / 84	460 / 77
Deck / Patio SF	0/190	0/0	0/160	0/0	0/150	0/124
Pool SF						
Fireplace	1	1	1	1	1	1
Land Value	\$99,000	\$99,000	\$99,000	\$99,000	\$99,000	\$99,000
Land Table	R372A	R372A	R372A	R372A	R351A	R372A
NBHD Location Factor	1.27	1.27	1.27	1.27	1.48	1.27
Sale Date		3/21/2022	9/16/2022	7/28/2022	6/10/2022	4/26/2022
Sale Price		\$XXX,XXX	\$XXX,XXX	\$XXX,XXX	\$XXX,XXX	\$XXX,XXX
Time Adjusted Sale Price *	\$0	\$313,666	\$387,544	\$334,492	\$412,749	\$430,014
Adjustments						
Location Adj		\$0	\$0	\$0	\$-27,771	\$0
Land Value Adj		\$0	\$0	\$0	\$0	\$0
Size / Class Adj		\$-5,044	\$2,424	\$-32,819	\$197	\$-39,173
Depreciation Adj		\$-9,990	\$-14,985	\$0	\$-12,488	\$-22,478
Garage Adj		\$285	\$-722	\$7,335	\$-1,595	\$-386
Open Porch Adj		\$-2,329	\$1,233	\$-7,579	\$685	\$845
Deck Adj		\$0	\$0	\$0	\$0	\$0
Patio Adj		\$6,603	\$1,043	\$6,603	\$1,390	\$2,294
Pool Adj		\$0	\$0	\$0	\$0	\$0
Fireplace Adj		\$0	\$0	\$0	\$0	\$0
MISC. NonMA Adj		\$-3,178	\$0	\$-1,610	\$150	\$-50
Adjusted Sale Price		\$300,013	\$376,536	\$306,422	\$373,317	\$371,065
Indicated Value	\$356,670					



**The comparable sales report provided may be used as WCAD evidence during a value protest.**

**HOW TO READ A MARKET GRID**

This year, your notice value was determined using a direct comparison of your property to recent sales of other, nearby properties. The "Comparable Sales Report" on the opposite side of this page shows the analysis that was used by WCAD to calculate your notice value. This report is also called a "market grid". Your property is labeled as the "Subject" property and the properties that were sold are shown as "Comparable" properties. Below the address for each property is a list of property attributes. When the subject is not identical to the comparable property, value adjustments are made to the sales for their differences. If the comparable is superior to the subject in an attribute, the adjustment is downward. Conversely, if the comparable property is inferior, the adjustment is upward. These adjustments are unique to your property due to its attributes. Adjusted sales prices will vary in neighbors depending on their attributes compared to the sales. Chapter 552 of the Texas Government Code restricts the disclosure of sales prices in the included report, however the information included conforms with Tax Code requirements. Adjustments are described below:

Time Adjusted Sale Price*	Sale price adjusted to the January 1 appraisal date. For more data on the market changes that took place last year and detail on the sale price adjustment please visit <a href="http://www.wcad.org/MarketData">www.wcad.org/MarketData</a>
Location Adj	Market Value difference in the specific location of the comparable and subject
Land Value Adj	Difference in the land market value between comparable and subject
Size / Class Adj	Market Value adjustment based on difference in size and quality of construction
Depreciation Adj	Market Value adjustment due to difference in condition of subject and comparable as represented by effective age
Garage Adj	Market Value difference between comparable and subject attributable to a garage
Open Porch Adj	Market Value difference between comparable and subject attributable to any porches
Deck Adj	Market Value difference between comparable and subject attributable to a deck
Patio Adj	Market Value difference between comparable and subject attributable to a patio
Pool Adj	Market Value difference between the comparable and subject attributable to a pool
Fireplace Adj	Market Value difference between the comparable and subject attributable to a fireplace
MISC. nonMa Adj	Market Value difference between comparable and subject for all other improvements

After adjustments have been added or subtracted to a comparable property's sale, the result is an indication of what the subject may have sold for on 01/01/2023. This value is shown as "Adjusted Sale Price" on the grid. Depending on sales activity in your market area, there may be a range of indicated values from the comparable sales. The "indicated value" on the grid is derived from all the comparable sales and the market value of the subject property's components; this value is the WCAD opinion of market value as of 01/01/2023.

For additional information on the sales comparable grid please visit [www.wcad.org/grids](http://www.wcad.org/grids)



Property Value - 2023 Notice of Protest  
WILLIAMSON CENTRAL APPRAISAL DISTRICT  
625 FM 1460 Georgetown, TX 78626-8050 WCAD.org  
(512) 930-3787 (Se Habla Espanol)

**GENERAL INSTRUCTIONS:** Pursuant to Tax Code Section 41.41, a property owner has the right to protest certain actions taken by the appraisal district. This form is for use by a property owner or designated agent who would like the ARB to hear and decide a protest. If you are leasing the property, you are subject to the limitations set forth in Tax Code Section 41.413.

**PROTEST FILING DEADLINE: May 15, 2023**

Depositing your protest in a USPS collection box does not guarantee a postmark by the protest deadline.

**A different deadline will apply to you if:**

- your protest concerns a change in the use of agricultural, open-space, or timber land;
- the appraisal district or the ARB was required by law to send you notice about a property and did not; or
- the ARB made a change to the appraisal records that adversely affects you and you received notice of the change;
- in certain limited circumstances, you had good cause for missing the May 15, 2023 protest filing deadline.

The carrying of a handgun at any meeting of a Governmental Entity is prohibited by Texas law, regardless of whether the handgun is concealed or not. Penal Code 46.03(c)

Quick Ref ID: R065671

Owner Name and Address	Property Description
WERTZ, MELISSA K C/O GERMANAMERICAN BANK/WAG 21 SE 3RD ST EVANSVILLE IN 47708-1412	JOLLY OAKS PHASE 2, LOT 43
To change current mailing address, please complete form located at <a href="https://www.wcad.org/change-of-address-request/">https://www.wcad.org/change-of-address-request/</a>	
<b>Shade the specific reasons for your protest</b>	
Failure to shade a box will result in your inability to protest that issue. You must shade all boxes that apply in order to preserve your rights so that the appraisal review board may consider your protest according to law.	
<b>Example</b>	
<input type="checkbox"/> 1. Incorrect appraised (market) value *(online protest available)	
<input type="checkbox"/> 2. Market value is unequal compared with other properties *(online protest available)	
<input type="checkbox"/> 3. Both incorrect appraised (market) value and market value is unequal compared with other properties *(online protest available)	
<input type="checkbox"/> 4. Property should not be taxed in _____ (name of taxing unit)	
<input type="checkbox"/> 5. Property is not located in this appraisal district or otherwise should not be included on the appraisal district's record	
<input type="checkbox"/> 6. Failure to send required notice _____ (notice type)	
<input type="checkbox"/> 7. Exemption was denied, modified, or cancelled	
<input type="checkbox"/> 8. Ag-use, open-space, or other special appraisal was denied, modified, or cancelled	
<input type="checkbox"/> 9. Change in the use of land appraised as ag-use, open-space, or timberland	
<input type="checkbox"/> 10. Incorrect appraised or market value of land under special appraisal for ag-use, open-space or other special appraisal	
<input type="checkbox"/> 11. Owner's name is incorrect - provide documentation	
<input type="checkbox"/> 12. Property description is incorrect	
<input type="checkbox"/> 13. Rendition penalty (if imposed)	
<input type="checkbox"/> 14. Business closed (Business Personal Properties only) - provide permanent closed date: ____/____/____ (MM/DD/YY)	
<input type="checkbox"/> 15. Temporary disaster damage exemption was denied or modified	
<input type="checkbox"/> 16. Incorrect damage assessment rating for a property qualified for a temporary disaster exemption	
<input type="checkbox"/> 17. Other (reason required): _____	
If you protest your value with the intention of lowering your tax liability, evidence must support a value lower than <u>334,352</u>	
What do you think this property's market value was on JANUARY 1, 2023? (please round to the nearest dollar)	
\$ _____	

**ARB Hearing Notice (If no selection is made below, notice will be delivered by First-Class mail)**

I request my notice of hearing to be delivered (check one box only):

- ☐ By email to the electronic address provided on this form (please check junk email or spam folders)
- ☐ By certified mail and I agree to pay the cost (visit <https://www.wcad.org/postage> for payment information and conditions)

**\*FILE ONLINE:**

Early scheduling may be available if you protest online at [www.wcad.org](http://www.wcad.org)

**Submit Documentation**

Utilize online protest options at [WCAD.org](http://WCAD.org) to electronically submit documentation that may help resolve your protest. Alternatively, please attach documentation that may help resolve your protest. See FAQ on back.

**Signature (Required for submission)**

Owner printed name \_\_\_\_\_

Owner signature \_\_\_\_\_

Agent printed name (attach Appointment of Agent form) \_\_\_\_\_

Agent signature \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YY)

(\_\_\_\_) - \_\_\_\_ - \_\_\_\_

Contact phone number: \_\_\_\_\_

Email address (print legibly): \_\_\_\_\_

**Scheduling Information**

For scheduling purposes, please write below if any of the following apply: telephone hearing, virtual hearing, single member panel, person age 65 or older, disabled person, military service member, military veteran, spouse of military service member or veteran. \_\_\_\_\_

Hearings begin on April 3rd and are typically completed in July. If you are unable to attend a hearing during this time, you must submit a notarized affidavit with your evidence prior to your scheduled hearing or send a property authorized representative to appear on your behalf. Some accounts may be eligible for hearing scheduling online. Please see website for more information: [www.wcad.org](http://www.wcad.org)

FOR OFFICE USE ONLY:

# Do Not Protest if you cannot support a value of less than the Assessed Value

recently applied exemptions may not be reflected, check [search.wcad.org](http://search.wcad.org)

**PROTEST FILING DEADLINE: 05/15/2023**

Dear Property Owner,

WCAD has appraised the property listed above for the tax year 2023. The appraisal as of January 1, 2023 is outlined below:

Appraisal Information		Last Year - 2022	Proposed - 2023
(+)	Structure / Improvement Market Value	325,819	257,670
(+)	Non Ag Land Market Value	104,000	99,000
(+)	Ag Land Market Value	0	0
(=)	Total Market Value	429,819	356,670
	Ag Land Productivity Value	0	0
	Assessed Value ** (Possible Homestead Limitations, see asterisk below)	303,956	334,352

\*\* A residence homestead is capped from future assessed value increases in excess of 10% per year from the date of the last assessed value plus the value of any new improvements. (The homestead cap takes effect on a residence homestead on January 1 of the tax year following the first year the owner qualifies the property for the residential homestead exemption. [Sec. 23.23(c) or (c-1) Texas Property Code]).

\*\*\* When an appeal is filed disputing the market value, the taxable value can only be changed if you are successful in lowering the market value (\$356,670) below the assessed value (\$334,352).

If you protest your value with the intention of lowering your tax liability, evidence must support a value lower than 334,352

What do you think this property's market value was on JANUARY 1, 2023? (please round to the nearest dollar)

\$ \_\_\_\_\_



# MARKET DASHBOARD

For Residential Properties





# Property Owner Dashboard

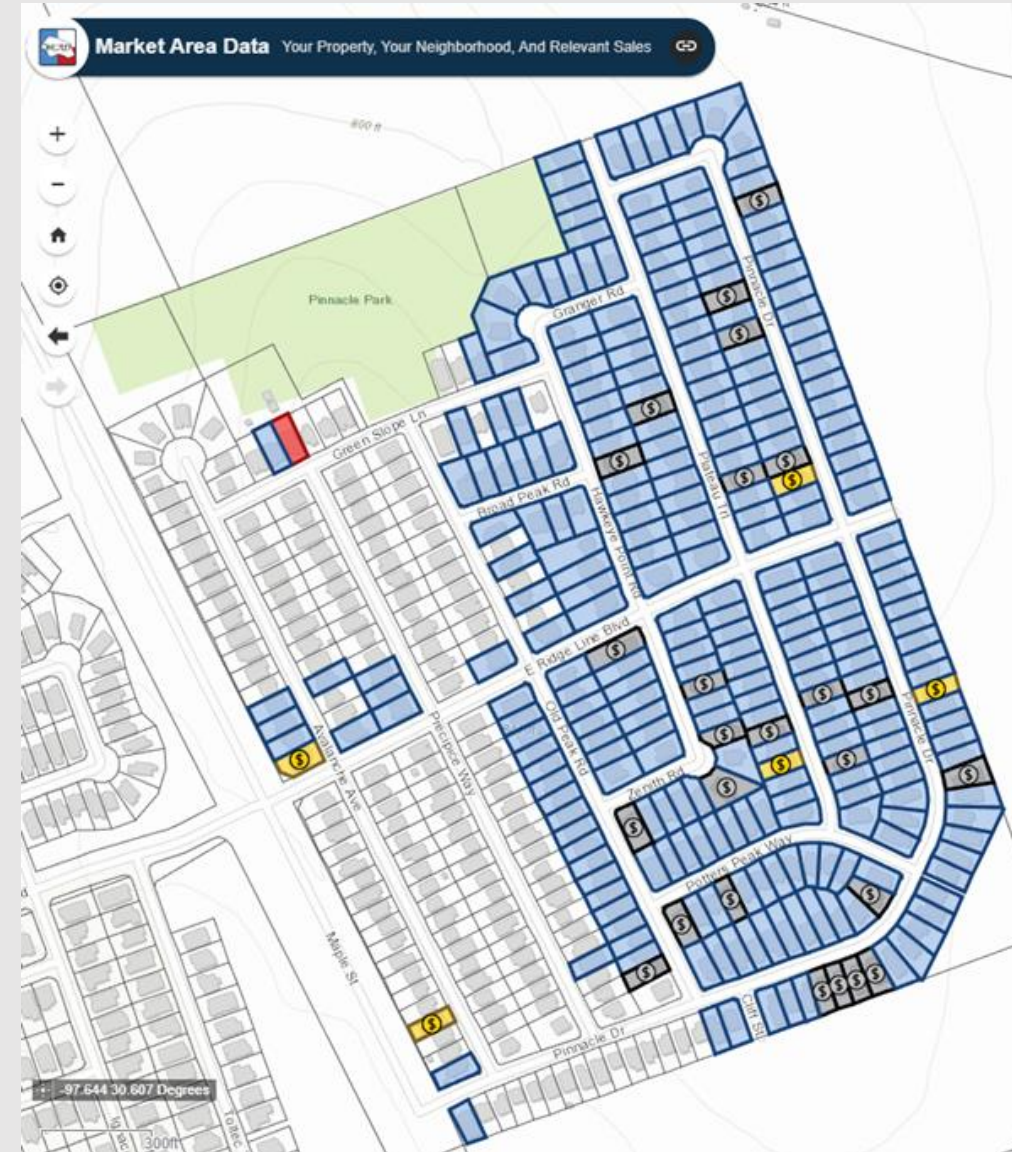
Accessed through  
Property Search



Property Search  [Advanced Search](#)

Property	Owner	Property Address	Tax Year	2023 Market Value
R476993	MCDAD, KYLE CLAYTON & STACIE ANNE	209 GREEN SLOPE LN, GEORGETOWN, TX 78626	2023	N/A

[Details](#) [Map](#) [Market Analysis](#) [Market Data Map](#) [Notice of Appraised Value](#) [HS Exemption](#) [Protest Online](#) [Print](#) [More Resources](#)



# Williamson County Market Analysis

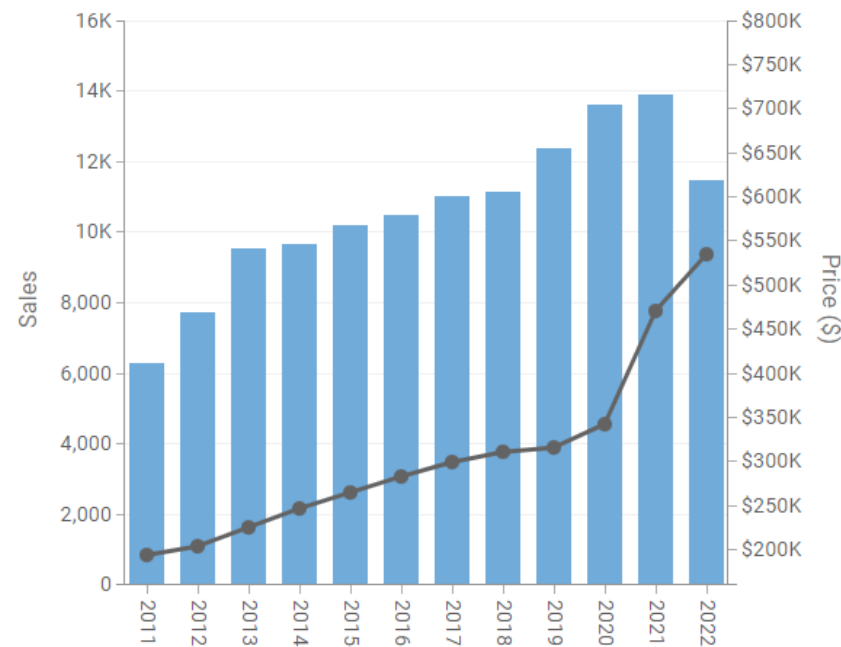
View our Market Analysis Map to get specific *market information* related to your property.

Begin by [searching for your property](#) and clicking the Market Data Map icon.

## Austin Metro Area 2022 Housing Market Recap

After the incredible 2021 residential real estate market produced never-seen-before value appreciation and record breaking 2022 appraisal increases, the year began with similar upward trends as the prior, which led to speculation as to how much higher local values and median sale prices could rise. In the Spring of 2022, [Community Impact reported](#) that the median home price across Central Texas experienced “a 20.5% increase over April 2021.” The high demand and low supply in the area continued pushing values up through the first half of the year. However, [Austin Board of Realtors](#) June report pointed out that “a combination of cooling demand from the tremendous surge in mortgage rates” and “a noticeable increase in supply” was beginning to slow the pace of home price growth. Not much later, reports began to surface which pointed out that the market appreciation in the area was finally cooling down in spite of the rising Summer heat. By the Fall, it was apparent that the interest rate hikes that began in May resulted in suppressing the rapid value appreciation that took place in Central Texas residential real estate the past eighteen months and it was noted by the [Austin Business Journal](#) that there was “more inventory and lower prices”.

Annual Home Sales and Average Price

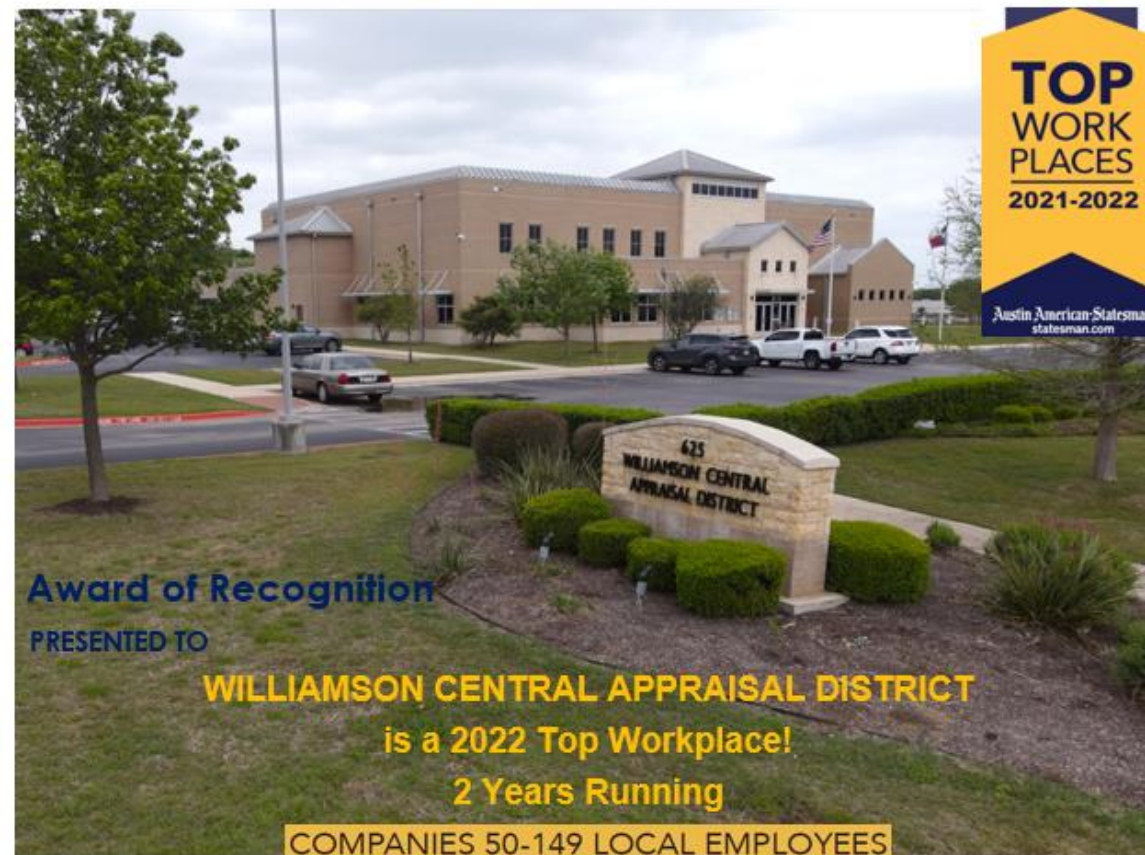


Legend ^

# WCAD DESIGNATED TOP WORKPLACE IN AUSTIN AREA







**TOP  
WORK  
PLACES**  
2021-2022

Austin American-Statesman  
statesman.com

**Award of Recognition**

**PRESENTED TO**

**WILLIAMSON CENTRAL APPRAISAL DISTRICT**  
**is a 2022 Top Workplace!**  
**2 Years Running**

**COMPANIES 50-149 LOCAL EMPLOYEES**

We often rate accomplishments by how many, how fast, and how efficient we can do something. We look for new technology and emphasize continued education to help us meet the demands in a fast-growing district. All these aspects are important, but it is the people who we employ that are the greatest asset in an organization. It is also critical for success in creating an environment where the employees want to come to work. It is with great honor I can share that for 2 years running the Williamson Central Appraisal District has been awarded the designation as a 2022 Austin American-Statesman Top Workplaces winner for businesses with 50-149 employees. This award has been recognized based on the surveys about the workplace completed by the WCAD employees. As another form of recognition, the public we serve continues to recognize the value of our staff with a current 4.6 Google star rating. We could not meet the many changes and continued challenges without having a work environment that encourages and cares for others from co-workers to those we serve.

**Williamson Central Appraisal District**

[Website](#)

[Directions](#)

[Save](#)

[Call](#)

4.6 ★★★★★ 222 Google reviews

County government office in Georgetown, Texas

# CHANGE DETECTION – SKETCH VALIDATION





CONNECTASSESSMENT

Enter quickrefid

quickrefid

Bookmarks

Victor Longstreth

Review

Info

Filters

Change Type: changed

% Change: Any

Entity Name: Any

Property Type: Any

Exempt: Any

New Improvement: Any

New Measure: Any

Review Status: Not Reviewed

Matches: 3437

Start

Actions

Highlight: ☒

Matches: Back 18 of 3,437 Next

Status: Set Review Status

View/Add Comments

Export Selected

Data

Review Status: Not Reviewed

Determination:

Est. Value Change:

Change Type: changed

quickrefid: R001052

2023 Area: 2329.7299967623

2022 Area: 2002.9431615432

% Change: 16.3122691425

Entity Name: GEORGETOWN I.S.D.

Property Type: None


Exempt: None

New Improvement: None

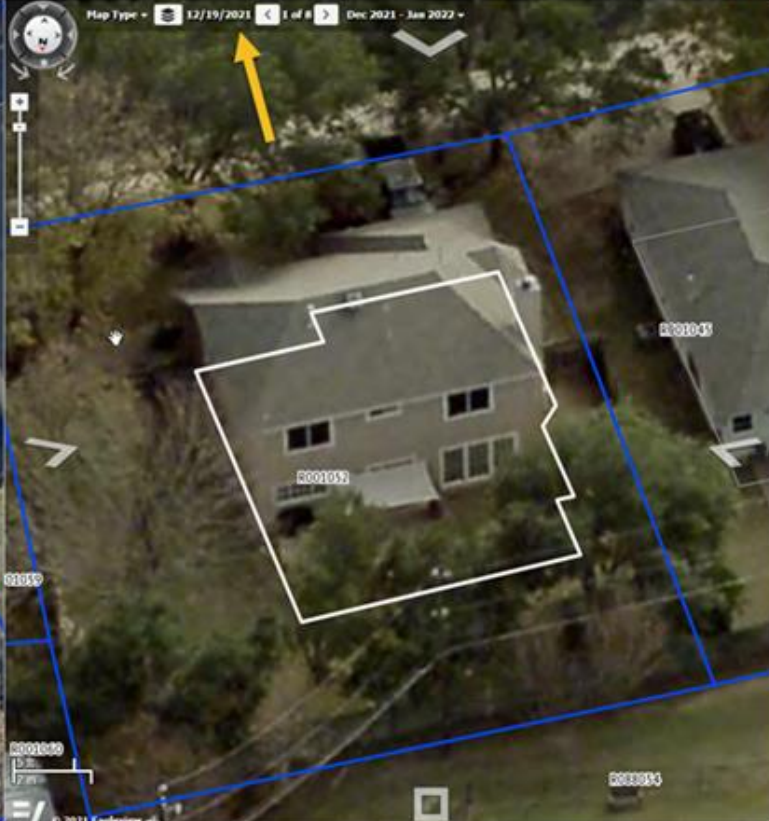
New Measure: None

Activity History

Map Type: 11/30/2022 1 of 11 Latest



Map Type: 12/19/2021 1 of 8 Dec 2021 - Jan 2022







### 2023 Change Finder Results

Appraiser Hours Spent	2560
(x) Approximate Salary Per Hour	\$ 33.23
(=) Subtotal Appraiser Cost	\$ 85,069
Change Finder Service Cost	\$ 78,365
<b>Total Project Cost</b>	<b>\$ 163,434</b>

Total Value Added	\$ 61,311,912
(x) Average Tax Rate	\$2.50 Per \$100.00
<b>Total Taxes Gained Year 1</b>	<b>\$ 1,532,798</b>

<b>Total Cost to District</b>	<b>\$ 163,434</b>
<b>Total Taxes Gained Year 1</b>	<b>\$ 1,532,798</b>
<b>ROI</b>	<b>938%</b>



-  Maybe
-  No
-  Yes
-  Other

### Hyperverge Rollback Finder Results (2017-2021)

Appraiser Hours Spent	350
(x) Approximate Salary Per Hour	\$ 35.00
(=) Subtotal Appraiser Cost	\$ 12,250
Hyperverge Cost	\$ 12,600
<b>Total Project Cost</b>	<b>\$ 24,850</b>
Total Rollback Tax Dollars (1-5 years of rollback)	\$ 9,172,878
<b>Total Cost to District</b>	<b>\$ 24,850</b>
<b>Total Taxes Gained Year 1</b>	<b>\$ 9,172,878</b>
<b>ROI</b>	<b>36913%</b>

# WCAD BUDGET

Comparison to Other CADS

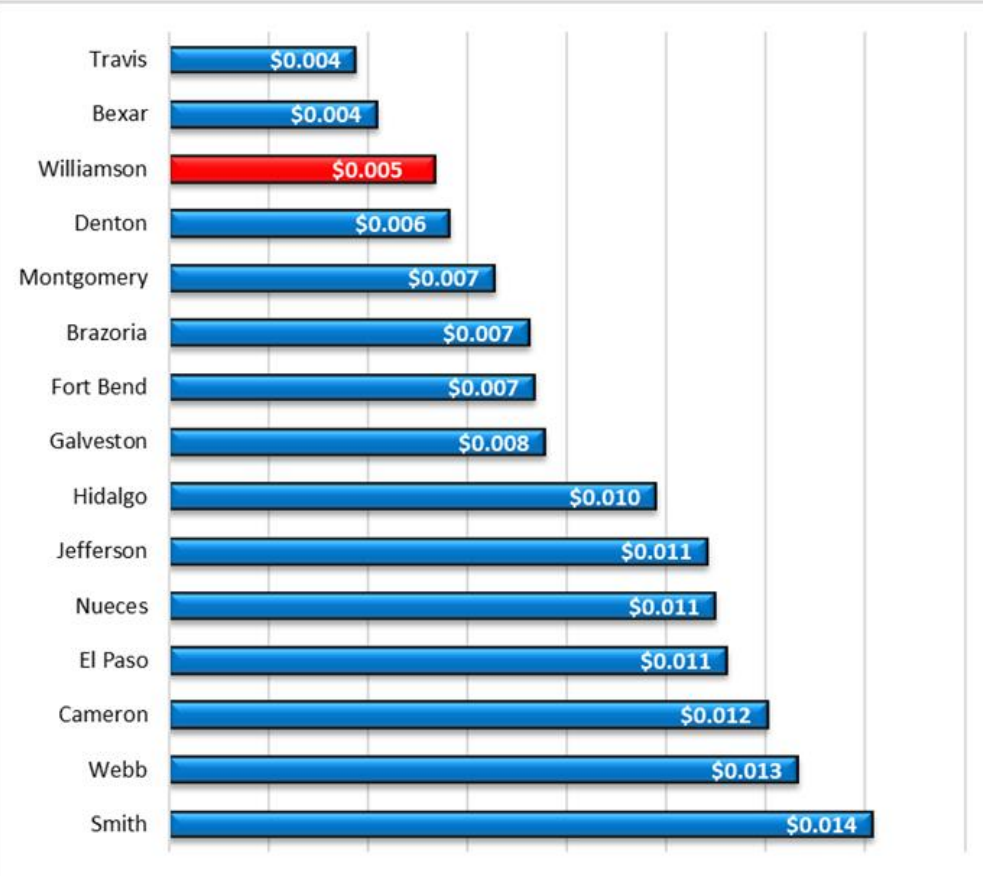




**CAD BUDGET COST  
PER TOTAL LEVY COMPARISON**

County Name	Total Levy 2021	2021 CAD Budget	Cost/levy
Smith	\$372,058,898	\$ 5,261,094	\$ 0.014
Webb	\$492,422,652	\$ 6,219,371	\$ 0.013
Cameron	\$477,093,051	\$ 5,733,557	\$ 0.012
El Paso	\$1,431,826,090	\$ 16,032,787	\$ 0.011
Nueces	\$813,223,183	\$ 8,921,189	\$ 0.011
Jefferson	\$638,989,955	\$ 6,905,333	\$ 0.011
Hidalgo	\$1,015,538,231	\$ 9,922,776	\$ 0.010
Galveston	\$867,832,936	\$ 6,554,202	\$ 0.008
Fort Bend	\$2,131,303,448	\$ 15,652,973	\$ 0.007
Brazoria	\$904,939,557	\$ 6,546,310	\$ 0.007
Montgomery	\$1,830,144,166	\$ 11,956,326	\$ 0.007
Denton	\$2,534,548,568	\$ 14,232,348	\$ 0.006
<b>Williamson</b>	<b>\$1,859,475,203</b>	<b>\$ 9,875,300</b>	<b>\$ 0.005</b>
Bexar	\$4,517,505,887	\$ 18,841,892	\$ 0.004
Travis	\$5,400,995,788	\$ 20,193,893	\$ 0.004

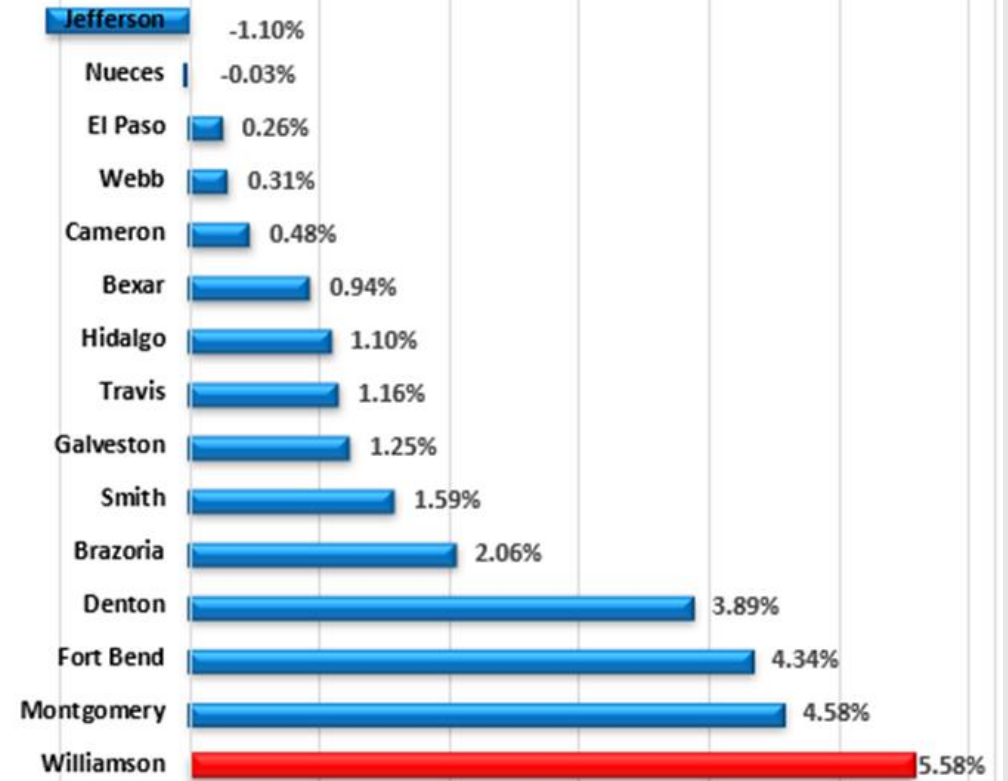
Total levy numbers and budget numbers are from the Comptrollers 2021 Operations Report



### CAD Population Growth Comparison to Comparable CADs

District	*Population 2020	Population 2021	Population Percent Change from 2020 to 2021
<b>Williamson</b>	<b>609,017</b>	<b>643,026</b>	<b>5.58%</b>
Montgomery	620,443	648,886	4.58%
Fort Bend	822,779	858,527	4.34%
Denton	906,422	941,647	3.89%
Brazoria	372,031	379,689	2.06%
Smith	233,479	237,186	1.59%
Galveston	350,682	355,062	1.25%
Travis	1,290,188	1,305,154	1.16%
Hidalgo	870,781	880,356	1.10%
Bexar	2,009,324	2,028,236	0.94%
Cameron	421,017	423,029	0.48%
Webb	267,114	267,945	0.31%
El Paso	865,657	867,947	0.26%
Nueces	353,178	353,079	-0.03%
Jefferson	256,526	253,704	-1.10%

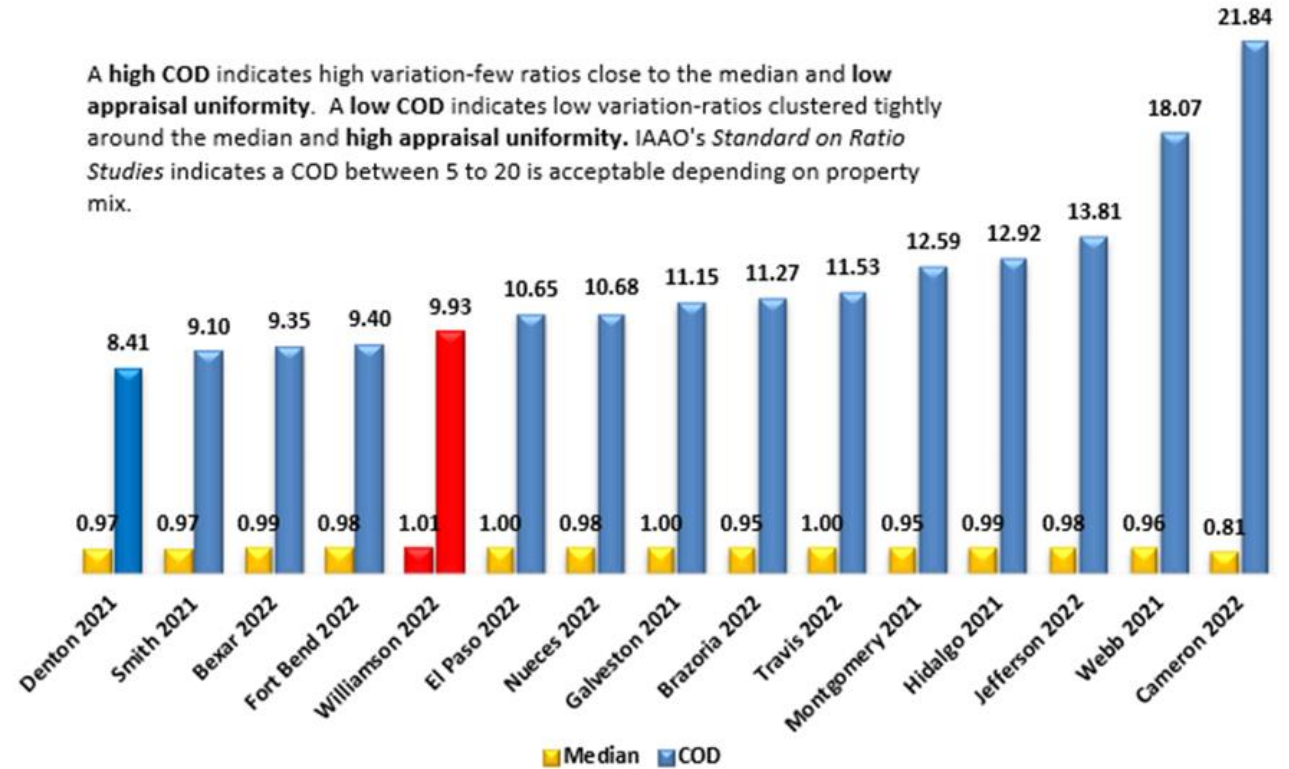
*Population from US Census Bureau*



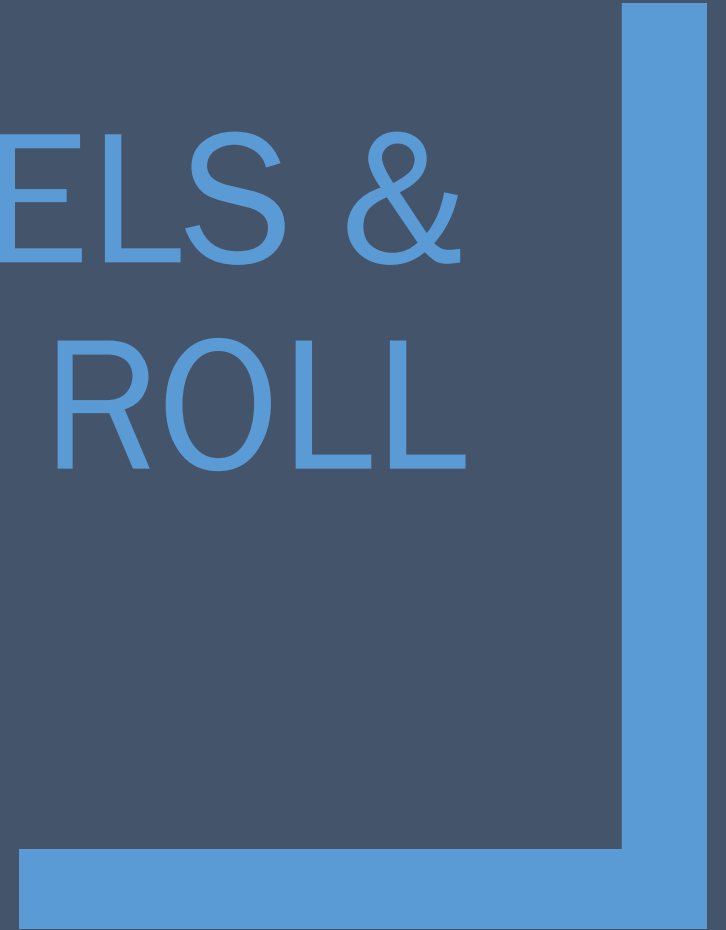
## ACCURACY OF APPRAISAL

District	Median Level of Appraisals 2021/2022	Coefficient of Dispersion (COD) 2021/2022
Denton 2021	0.97	8.41
Smith 2021	0.97	9.10
Bexar 2022	0.99	9.35
Fort Bend 2022	0.98	9.40
<b>Williamson 2022</b>	<b>1.01</b>	<b>9.93</b>
El Paso 2022	1.00	10.65
Nueces 2022	0.98	10.68
Galveston 2021	1.00	11.15
Brazoria 2022	0.95	11.27
Travis 2022	1.00	11.53
Montgomery 2021	0.95	12.59
Hidalgo 2021	0.99	12.92
Jefferson 2022	0.98	13.81
Webb 2021	0.96	18.07
Cameron 2022	0.81	21.84

2021 & 2022 PVS from Comptroller



# PROTESTS LEVELS & CERTIFIED ROLL

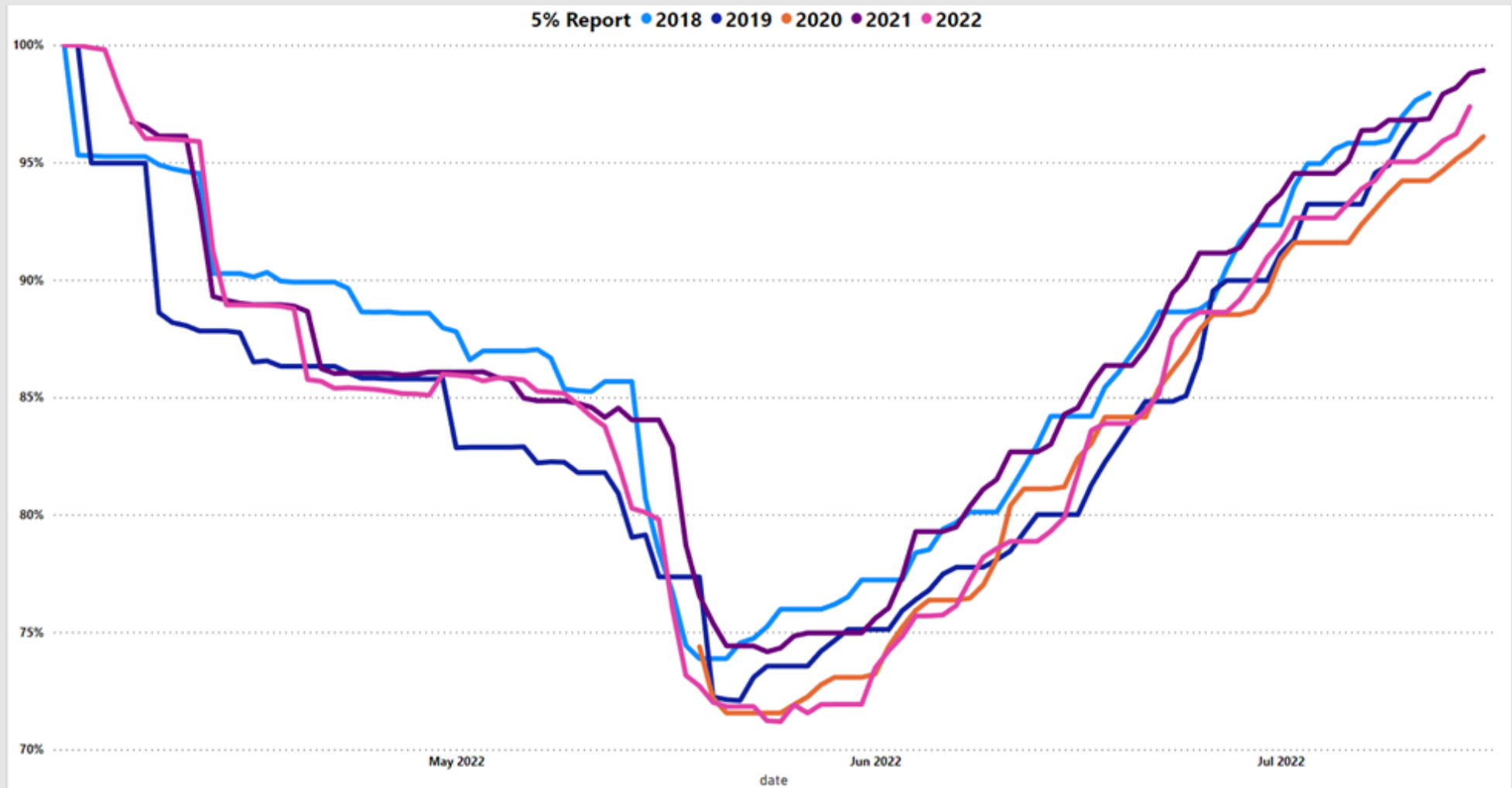


**Total Protests and Inquiries**

Year	Inquiries	Online Protests	Non-Online Protests	Total
2015	4,000	7,000	24,000	35,000
2016	4,000	6,000	27,000	37,000
2017	4,000	11,000	35,000	50,000
2018	4,000	14,000	38,000	56,000
2019	3,000	14,000	44,000	61,000
2020	1,000	10,000	39,000	50,000
2021	2,000	18,000	40,000	60,000
2022	2,000	21,000	39,000	62,000
2023	2,000	22,000	56,000	80,000

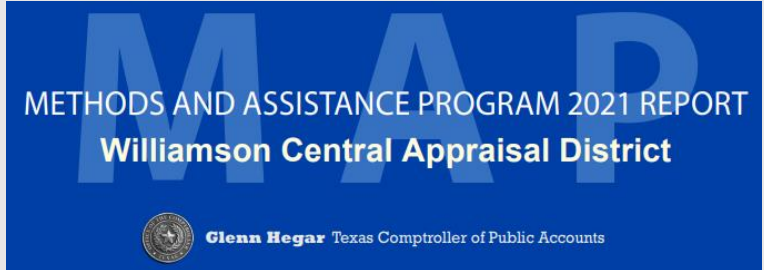
Tax Year	2014	2015	2016	2017	2018	2019	2020	2021	2022
Inquiries	4,780	4,313	4,263	3,892	3,827	2,977	373	1,533	3,116
Online Protests	6,572	6,430	11,233	14,158	13,333	13,621	10,780	19,332	21,496
Non-Online Protests	23,981	26,580	32,447	37,496	40,809	44,611	39,097	42,355	55,900
Total	35,333	37,323	47,943	55,546	57,969	61,209	50,250	63,220	80,512
*2020-2022 online inquiry only.									





# HOW WE ARE GRADED





Glenn Hegar  
Texas Comptroller of Public Accounts  
2020-21 Final Methods and Assistance Program Review

Williamson Central Appraisal District  
Current MAP Cycle Chief Appraiser(s): Alvin Lankford  
Previous MAP Cycle Chief Appraiser(s): Alvin Lankford

This review is conducted in accordance with Tax Code Section 5.102(a-1) and related Comptroller Rule 9.301. The Comptroller is required by statute to review appraisal district governance, taxpayer assistance, operating procedures and appraisal standards.

The appraisal district is established in a county located in an area declared by the governor to be a disaster area during the tax year in which the review is required. Therefore, a limited-scope review has been conducted.

Mandatory Requirements	PASS/FAIL
Does the appraisal district have up-to-date appraisal maps?	PASS
Is the implementation of the appraisal district's most recent reappraisal plan current?	PASS
Are the appraisal district's appraisal records up-to-date and is the appraisal district following established procedures and practices in the valuation of property?	PASS
Are values reproducible using the appraisal district's written procedures and appraisal records?	PASS

Appraisal District Activities	RATING
Governance	MEETS ALL
Taxpayer Assistance	MEETS ALL
Operating Procedures	MEETS ALL
Appraisal Standards, Procedures and Methodology	MEETS ALL

**Appraisal District Ratings:**

- Meets All – The total point score is 100
- Meets – The total point score ranges from 90 to less than 100
- Needs Some Improvement – The total point score ranges from 85 to less than 90
- Needs Significant Improvement – The total point score ranges from 75 to less than 85
- Unsatisfactory – The total point score is less than 75

Review Areas	Total Questions in Review Area (excluding N/A Questions)	Total "Yes" Points	Total Score (Total "Yes" Questions/Total Questions) x 100
Governance	17	17	100
Taxpayer Assistance	8	8	100
Operating Procedures	14	14	100
Appraisal Standards, Procedures and Methodology	18	18	100

# Property Value Study (PVS 2022)

## 2022 APPRAISAL DISTRICT RATIO STUDY

### Appraisal District Summary Worksheet

246-Williamson|

Category	Number of Ratios **	2022 CAD Reported Appraisal Value	Median Level of Appraisal	Coefficient of Dispersion	% Ratios within (+/-) 10 % of Median	% Ratios within (+/-) 25 % of Median	Price - Related Differential
A. SINGLE-FAMILY RESIDENCES	3,794	99,312,375,993	1.02	9.19	66.47	95.18	1.02
B. MULTI-FAMILY RESIDENCES	59	10,672,765,030	*	*	*	*	*
C1. VACANT LOTS	71	1,364,680,443	*	*	*	*	*
D2. FARM/RANCH IMP	0	5,000	*	*	*	*	*
E. RURAL-NON-QUAL	189	3,742,638,968	1.05	20.98	37.04	68.78	1.05
F1. COMMERCIAL REAL	227	16,363,398,972	1.01	7.43	80.62	92.95	1.00
F2. INDUSTRIAL REAL	0	638,267,964	*	*	*	*	*
G. OIL, GAS, MINERALS	0	939,476,833	*	*	*	*	*
J. UTILITIES	10	1,122,319,266	0.89	2.70	100.00	100.00	0.99
L1. COMMERCIAL PERSONAL	119	2,848,325,456	*	*	*	*	*
L2. INDUSTRIAL PERSONAL	0	1,194,869,577	*	*	*	*	*
M. OTHER PERSONAL	0	100,522,058	*	*	*	*	*
O. RESIDENTIAL INVENTORY	0	2,641,701,972	*	*	*	*	*
S. SPECIAL INVENTORY	0	260,360,234	*	*	*	*	*
OVERALL	4,469	141,547,966,075	1.01	9.93	65.74	93.24	1.00

# WHAT OTHERS ARE SAYING ABOUT THE MARKET





# Texas Tribune, KXAN, Community Impact

- ❖ **"Texas' housing market shows signs of cooling down."** – Texas Tribune, Joshua Fechter Sept 1, 2022
- ❖ **"The Austin-area housing market is decelerating and beginning to return to how it was before the pandemic"** – KXAN, Jaclyn Ramkissoon July 19, 2022
- ❖ **"Lower prices, more stock: Housing market cools."** – Community Impact, Zacharia Washington Feb 14, 2023

# DECEMBER 2022 STATISTICS

These statistics are for single-family homes, condos, and townhomes, compared year-over-year.  
Visit [ABOR.com/MarketStatistics](https://www.abor.com/MarketStatistics) for additional housing market data.

## AUSTIN-ROUND ROCK MSA

Closed Sales



**2,435** ↓ **31%**

Average Days on Market

**73**  
DAYS



↑ **47**  
DAYS

**1,828**

New Listings ↓ **15%**

**7,493**

Active Listings ↑ **275%**

**1,949**

Pending Sales ↓ **22%**

Total Sales Dollar Volume



**\$1.35** ↓ **36%**  
BILLION

Months of Inventory ↑ **2.1 MONTHS**



**2.7**  
MONTHS

# Texas A&M Real Estate Center

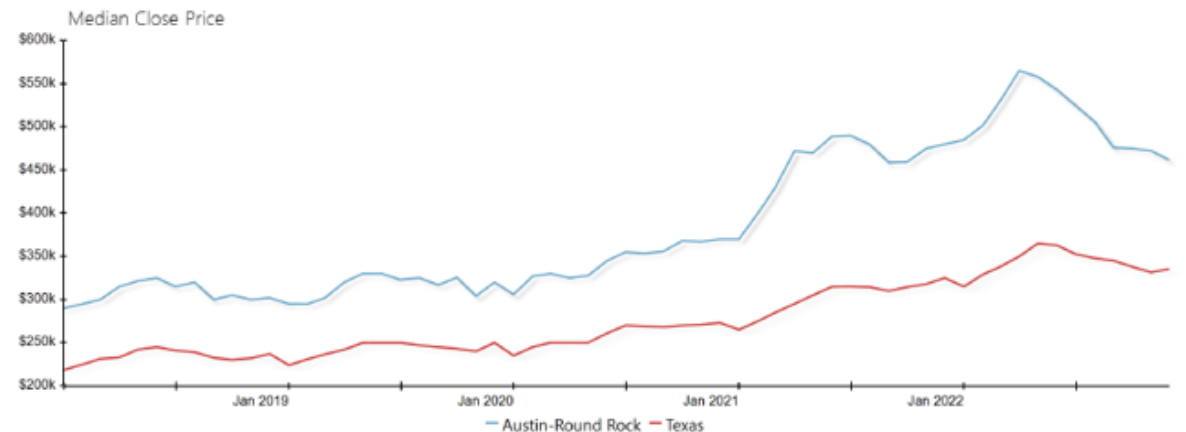
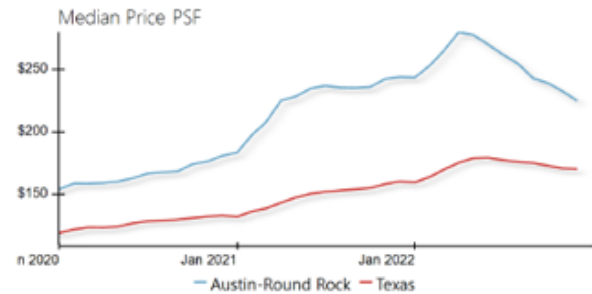
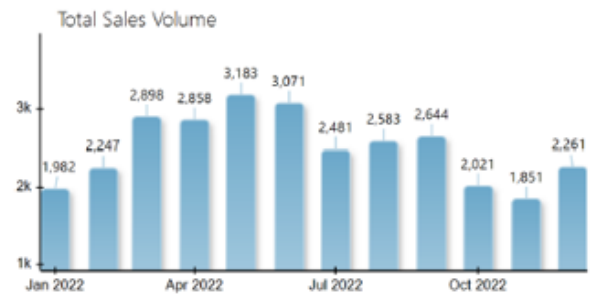
## Single-Family Homes

Sales volume for single-family homes decreased 28.34% YoY from 3,155 to 2,261 transactions. Dollar volume dipped from \$1.91 billion to \$1.27 billion.

The average sales price dipped 7.34% YoY from \$606,798 to \$562,288, while the average price per square foot subsequently declined from \$281.08 to \$250.88. Median price declined 3.82% YoY from \$480,000 to \$461,675, while the median price per square foot also declined from \$243.93 to \$224.75.

Months inventory for single-family homes rose from 0.6 to 2.7 months supply and days to sell rose from 77 to 124.

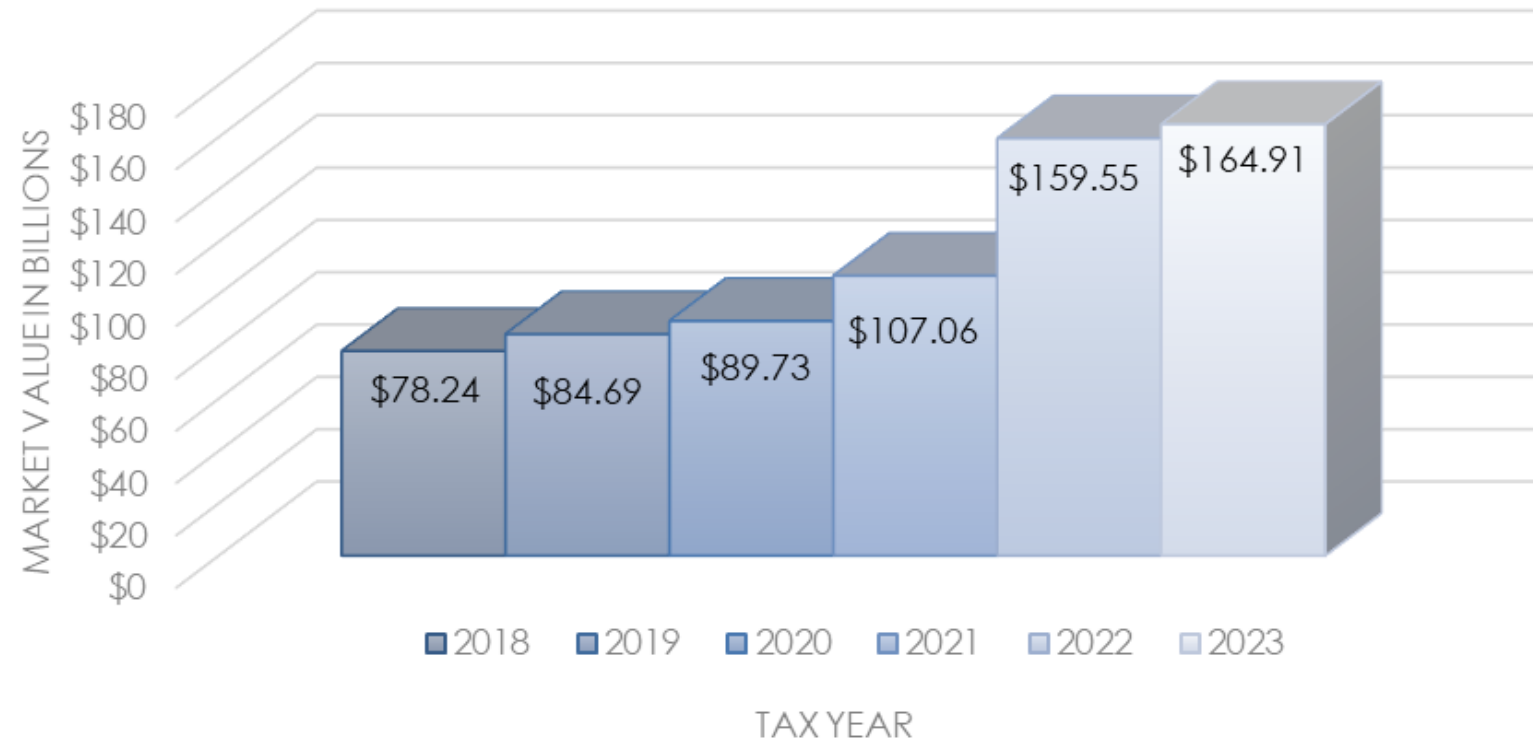
	Dec-22	YoY %
<b>Sales</b>	2,261	-28.34%
<b>Dollar Volume</b>	\$1,271,333,829	-33.59%
<b>Median Close Price</b>	\$461,675	-3.82%
<b>New Listings</b>	1,661	-12.02%
<b>Active Listings</b>	6,765	275.83%
<b>Months Inventory</b>	2.7	351.76%
<b>Days to Sell</b>	124	61.04%
<b>Average Price PSF</b>	\$250.88	-10.75%
<b>Median Price PSF</b>	\$224.75	-7.86%
<b>Median Square Feet</b>	2,083	4.52%
<b>Close to Original List Price</b>	89.47%	-11.20%



# WCAD APPRAISAL DATA 2023

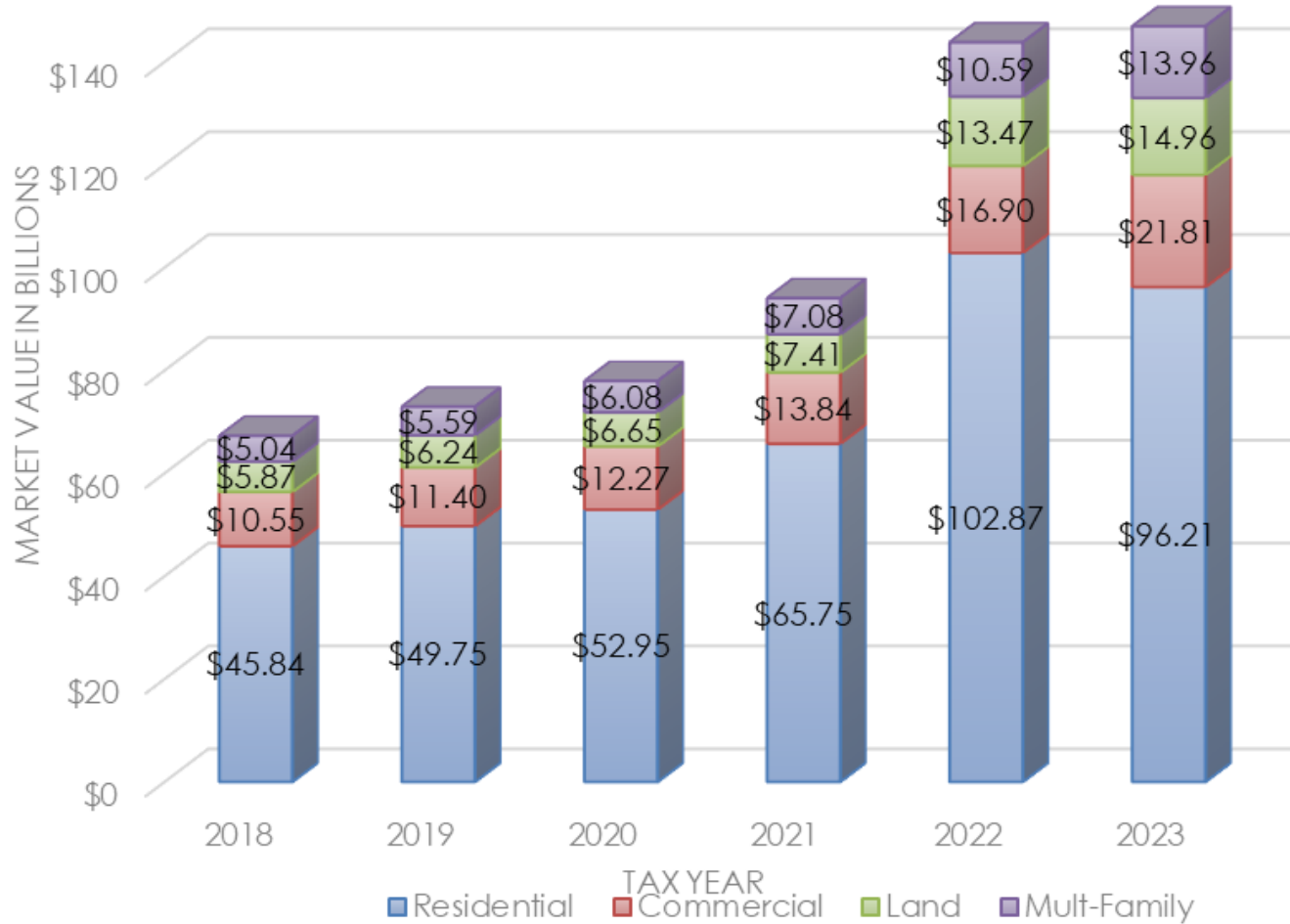


Williamson County Total Market Value (in billions)

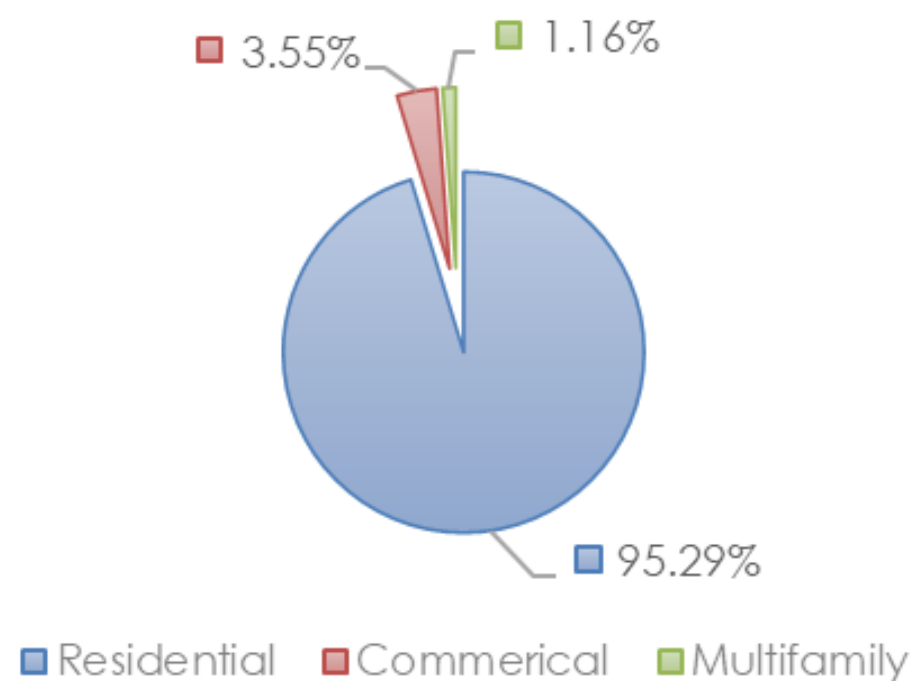




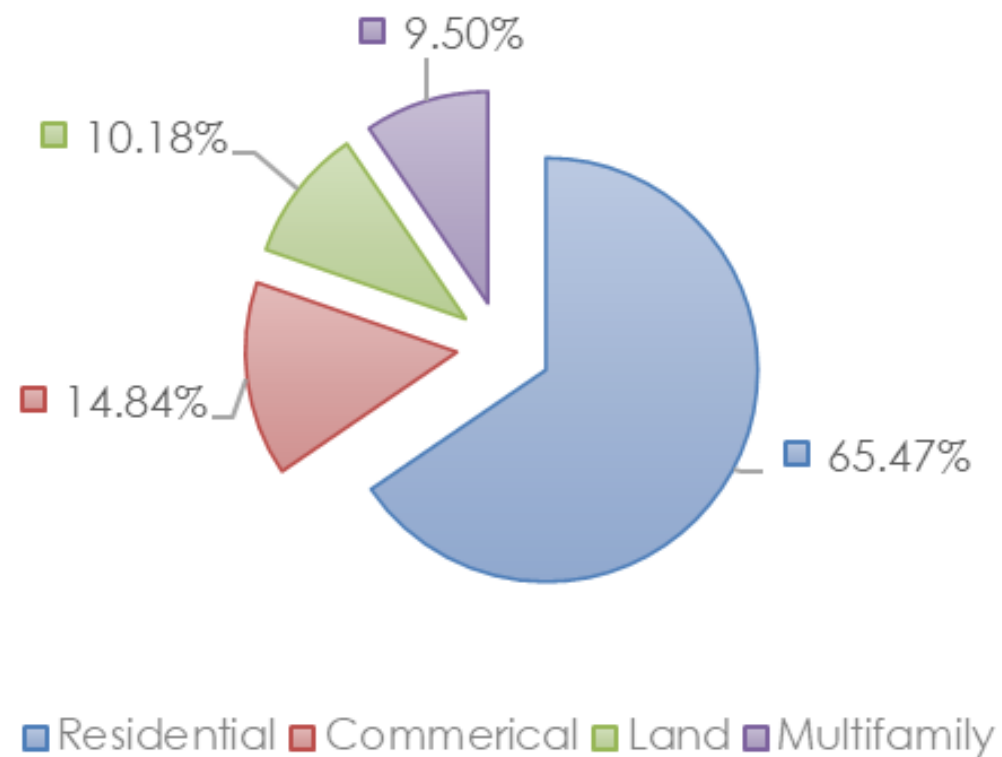
Williamson County Total Market Value Real Parcels  
(in billions)



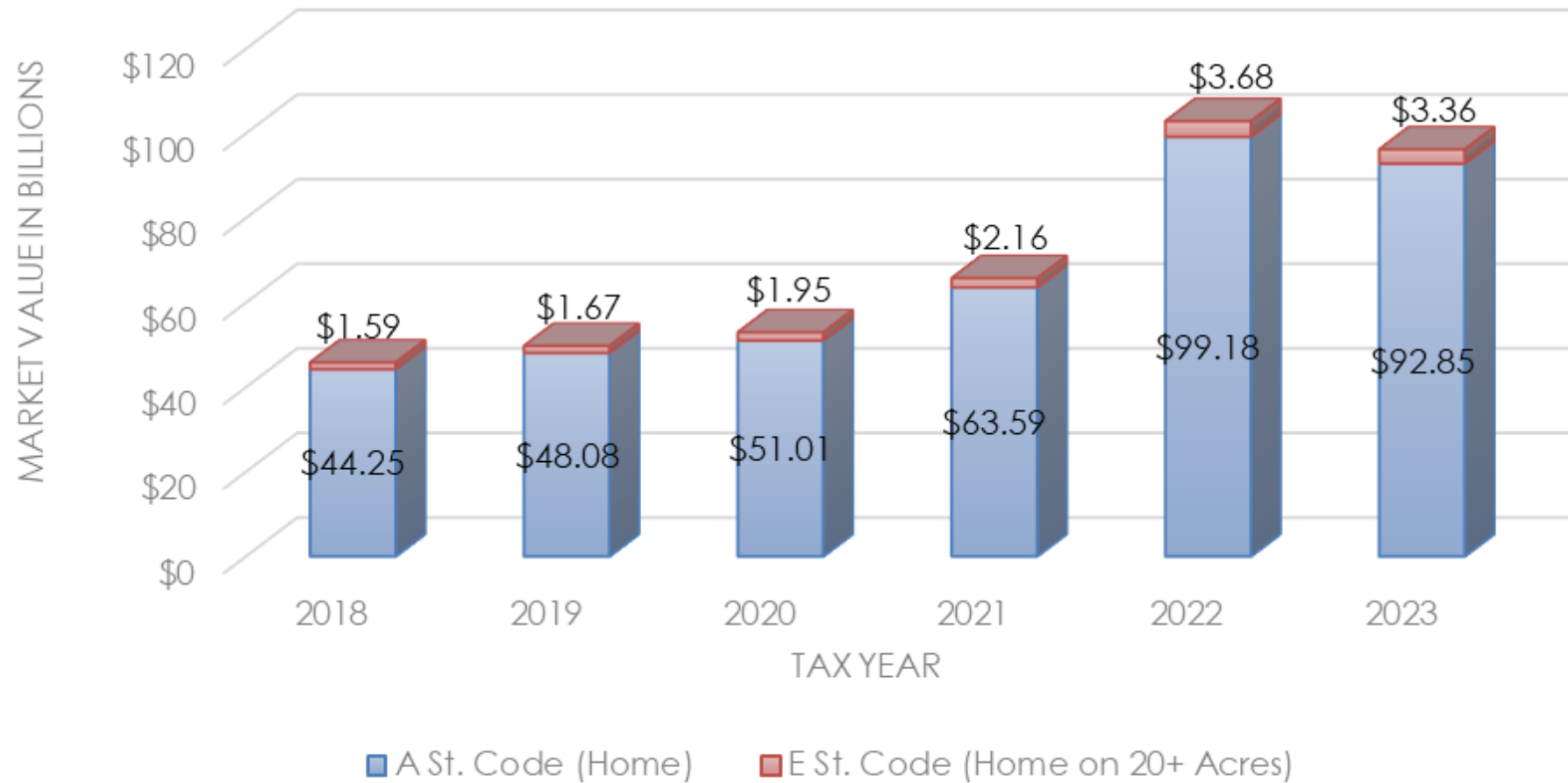
### By Improved Parcel Count



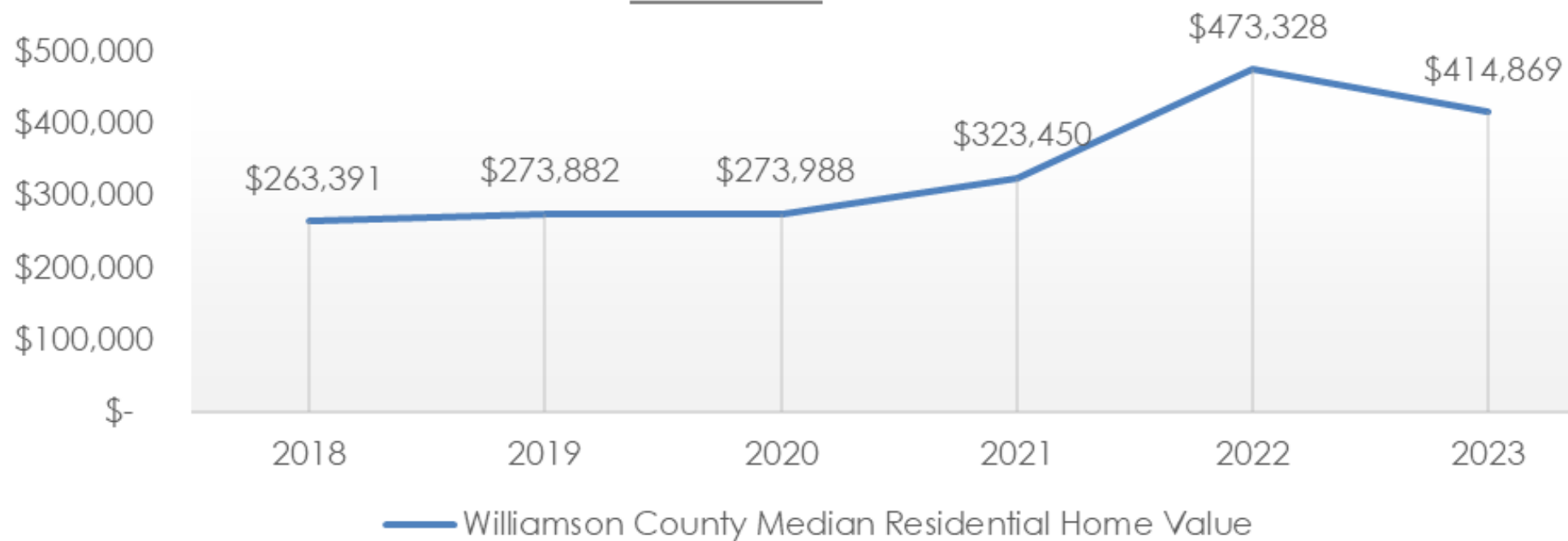
### By Value

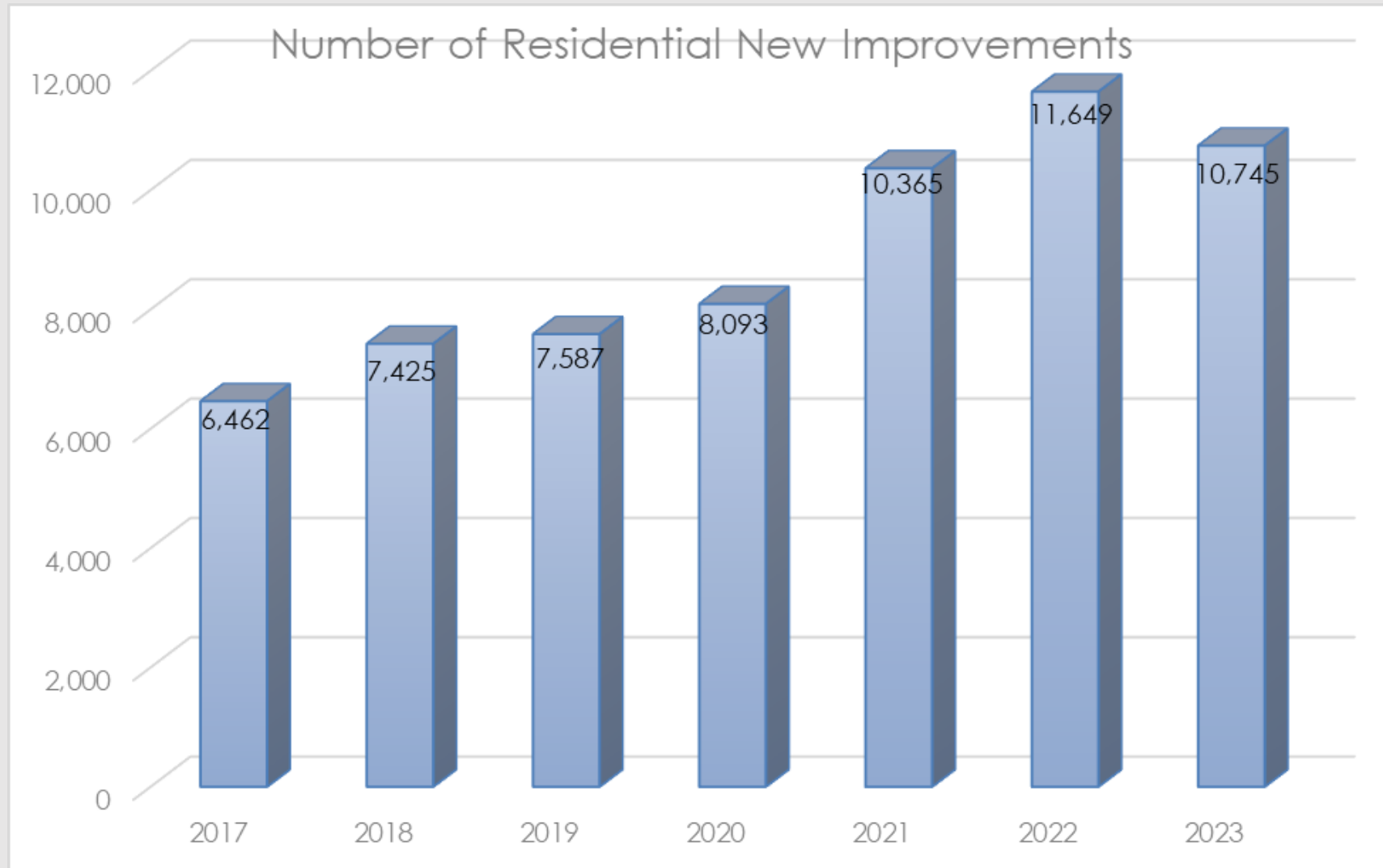


## Williamson County Residential Value (in billions)



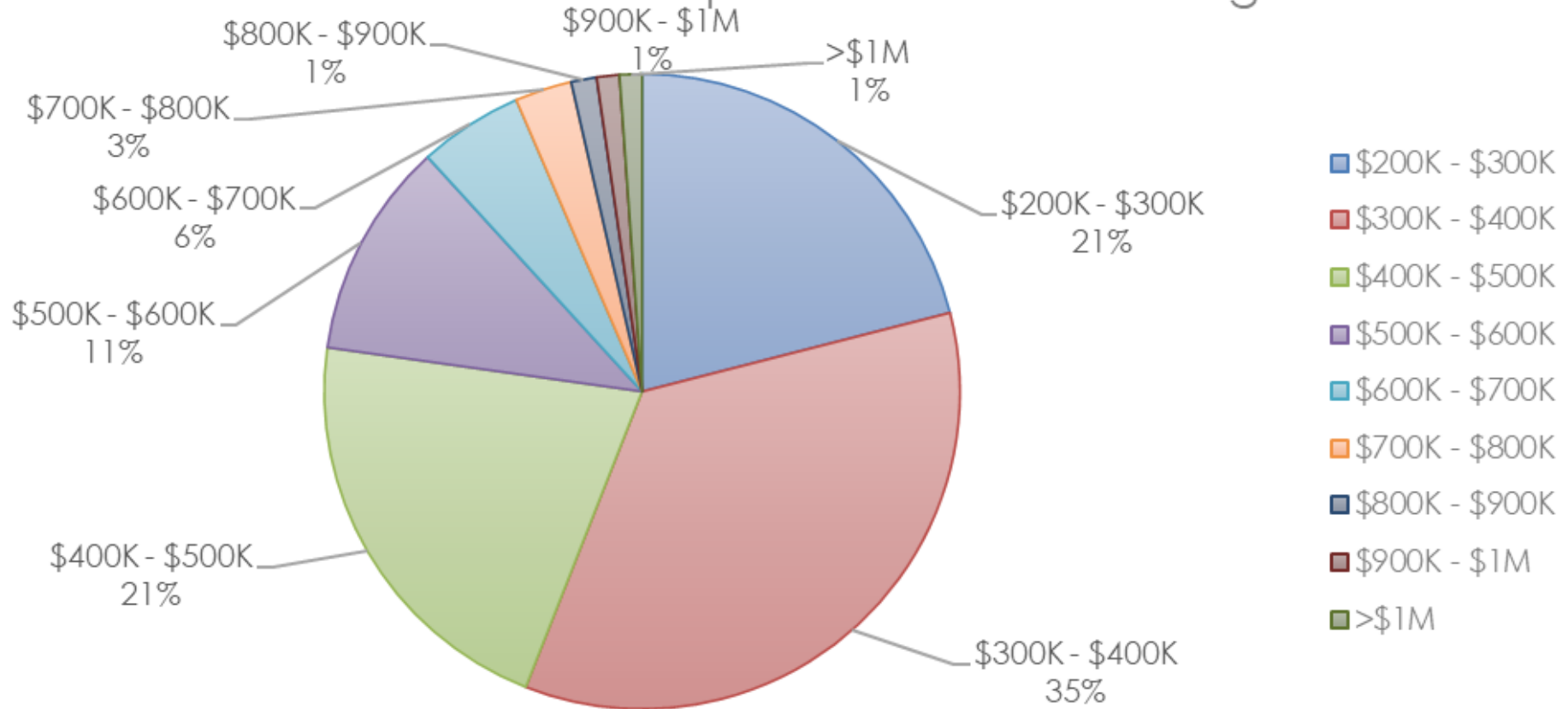
## Median Values



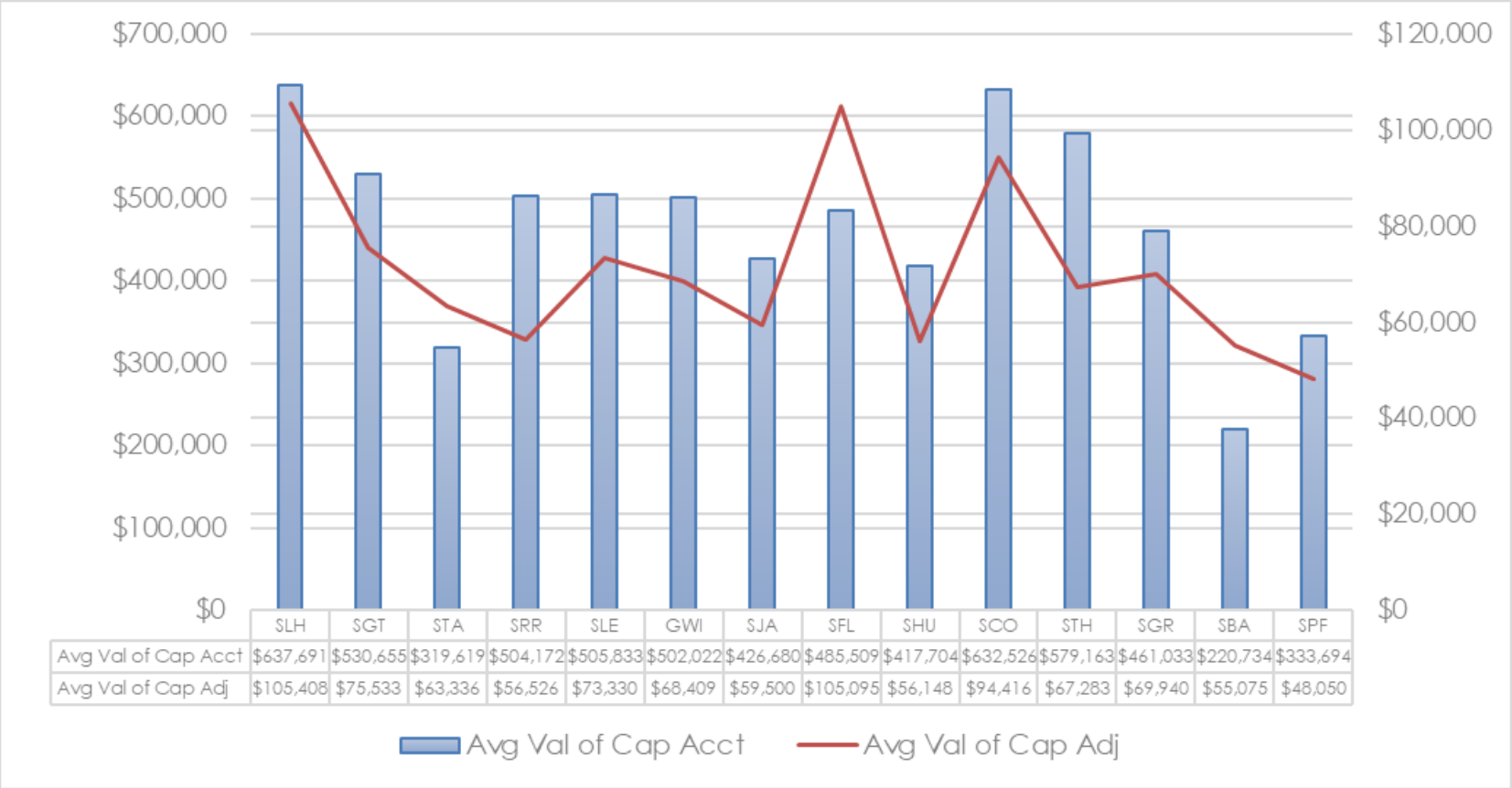




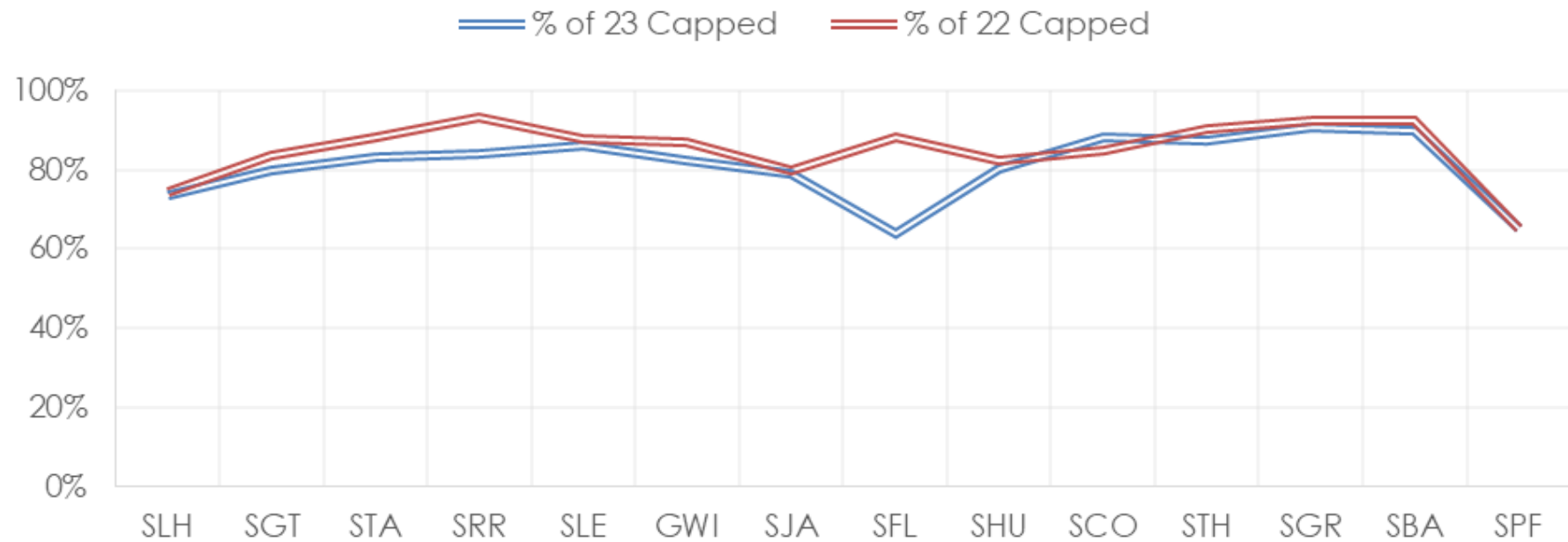
## Residential New Improvement Value Ranges



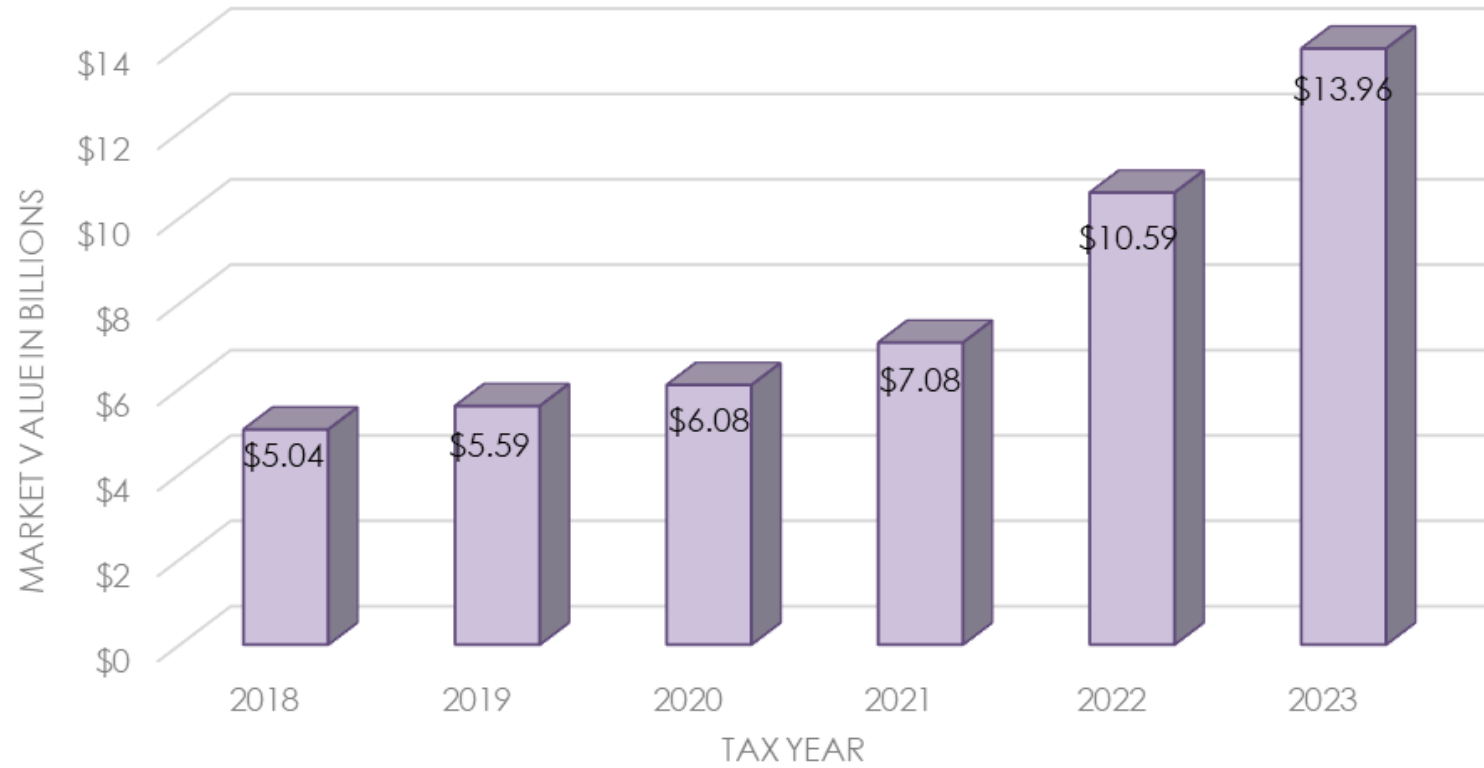
# Average Value of Capped Account & Capped Amount ISD



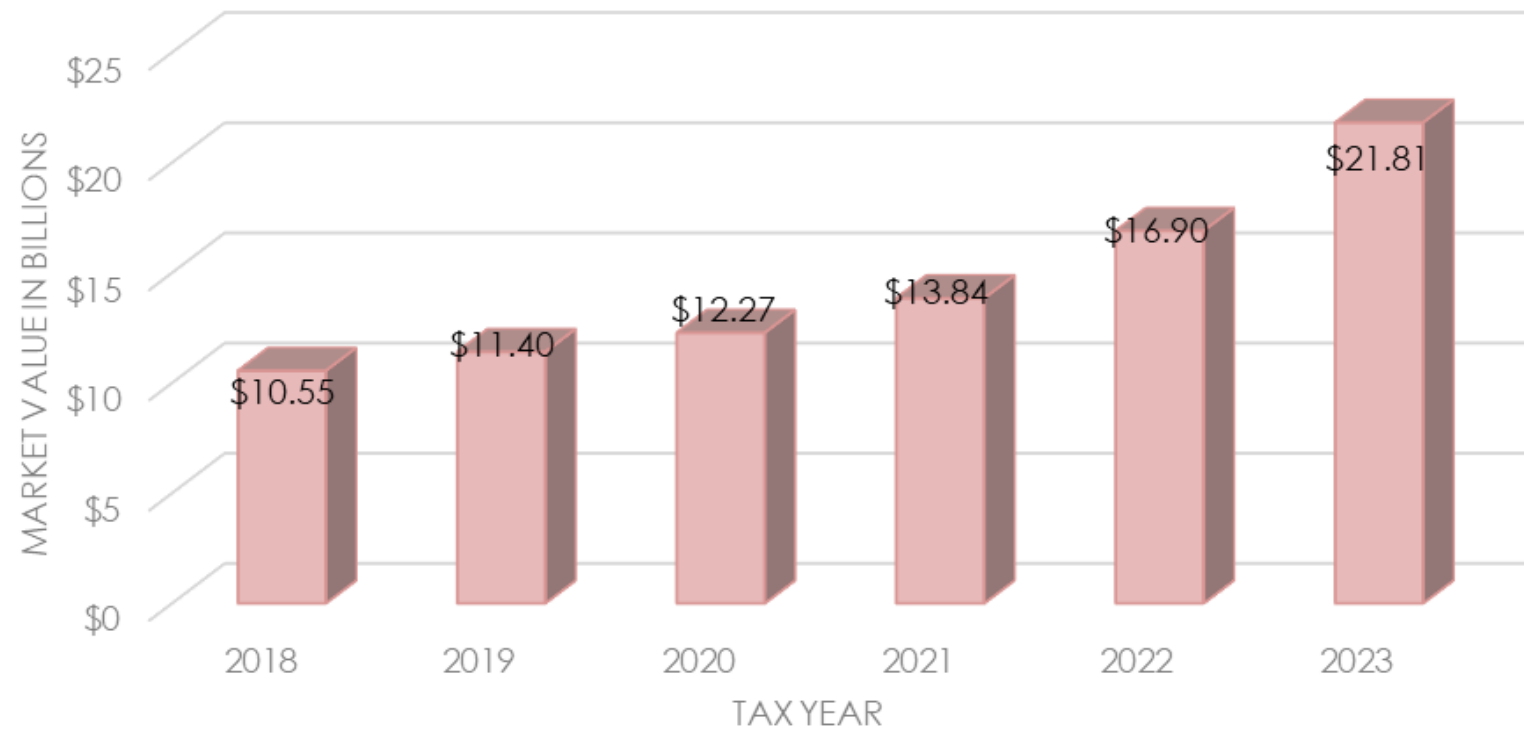
## ISDS & WILCO CAPPED ACCOUNTS



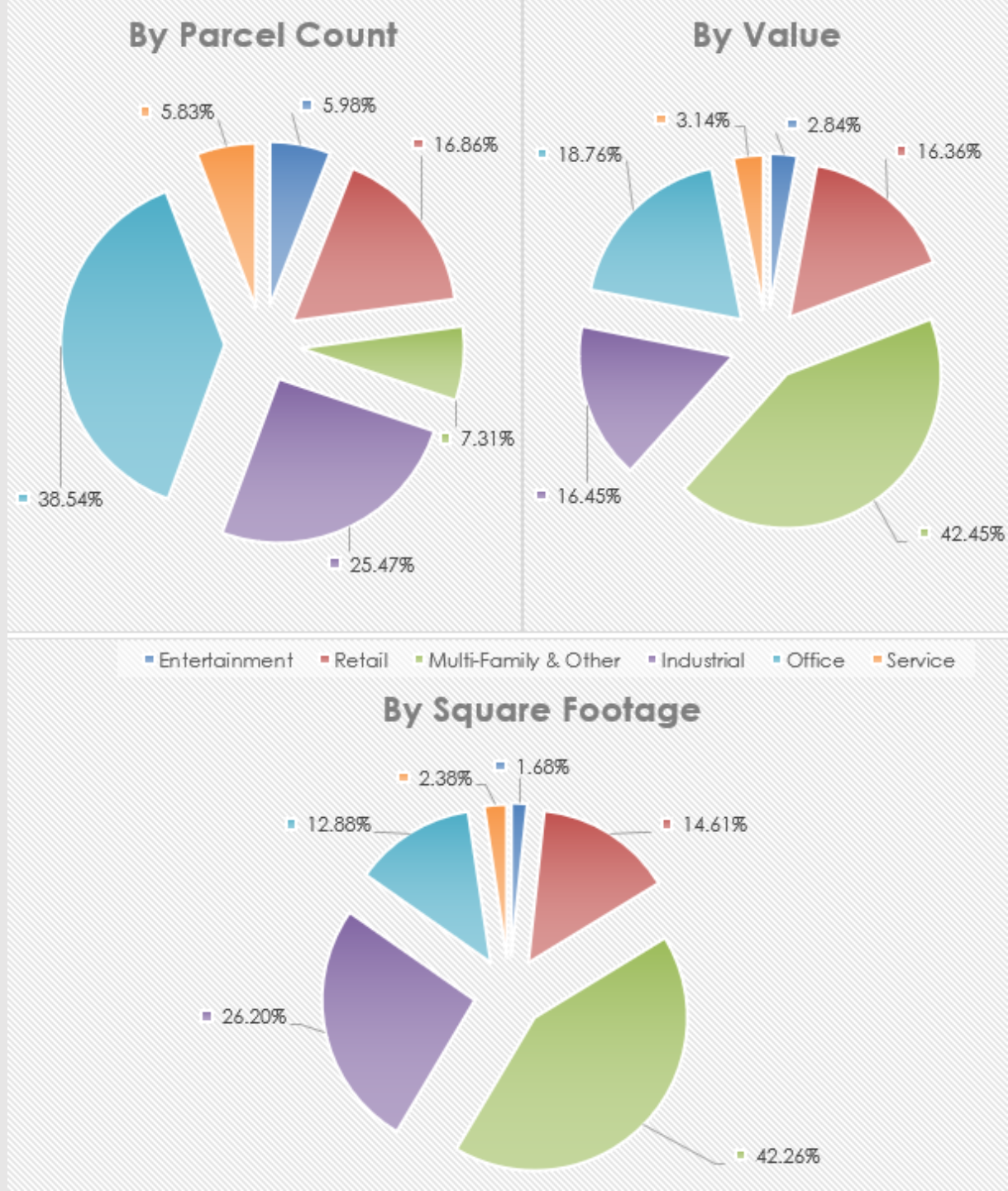
Williamson County Multi-Family Value (in billions)



## Williamson County Commercial Value (in billions)

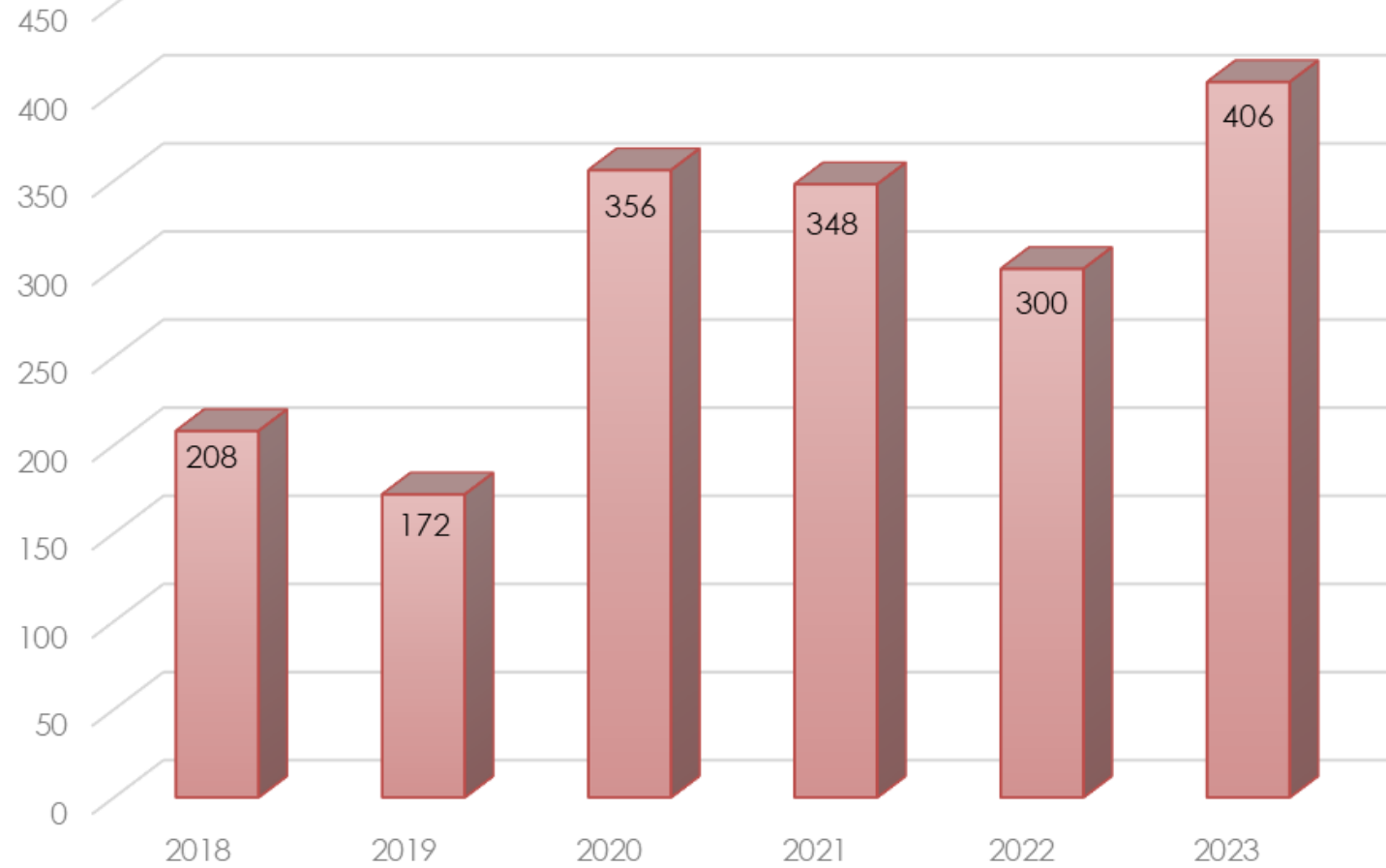




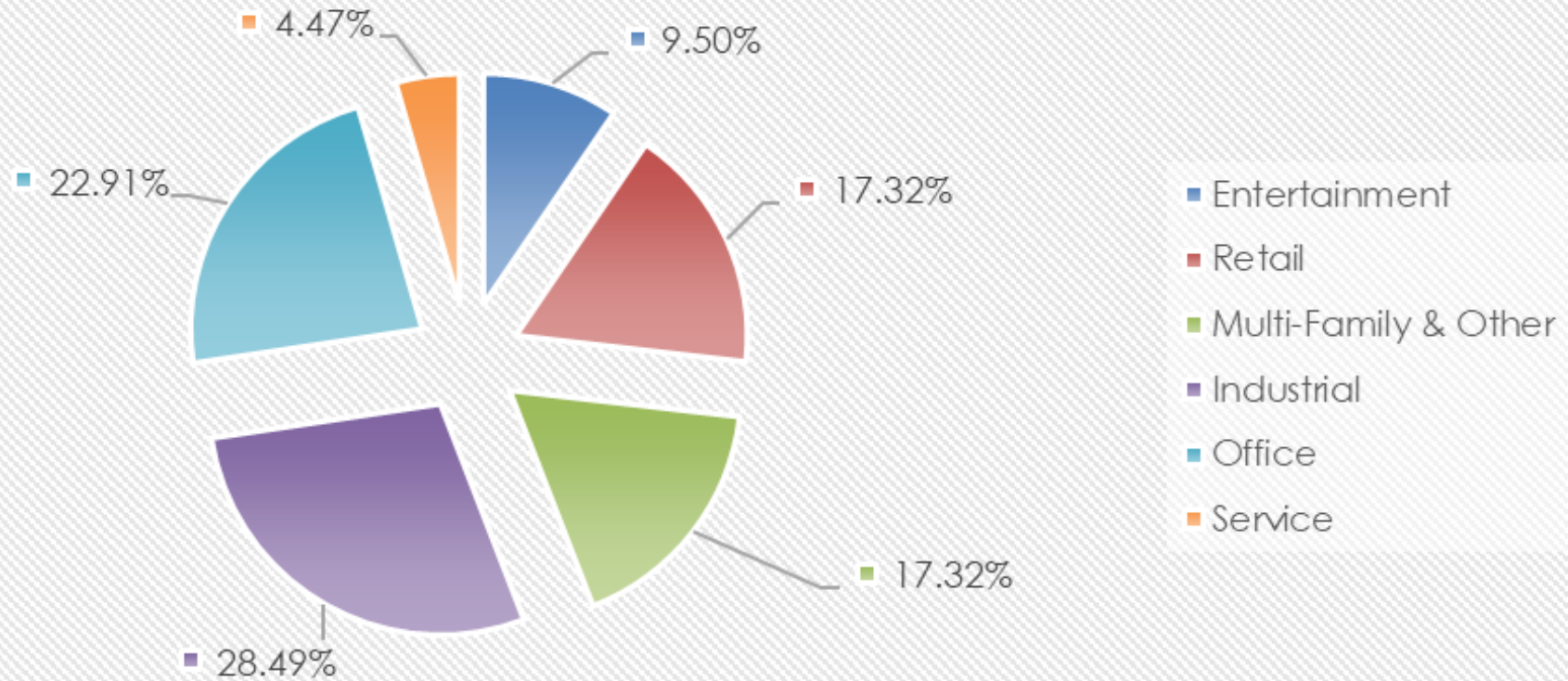


## Commercial Property

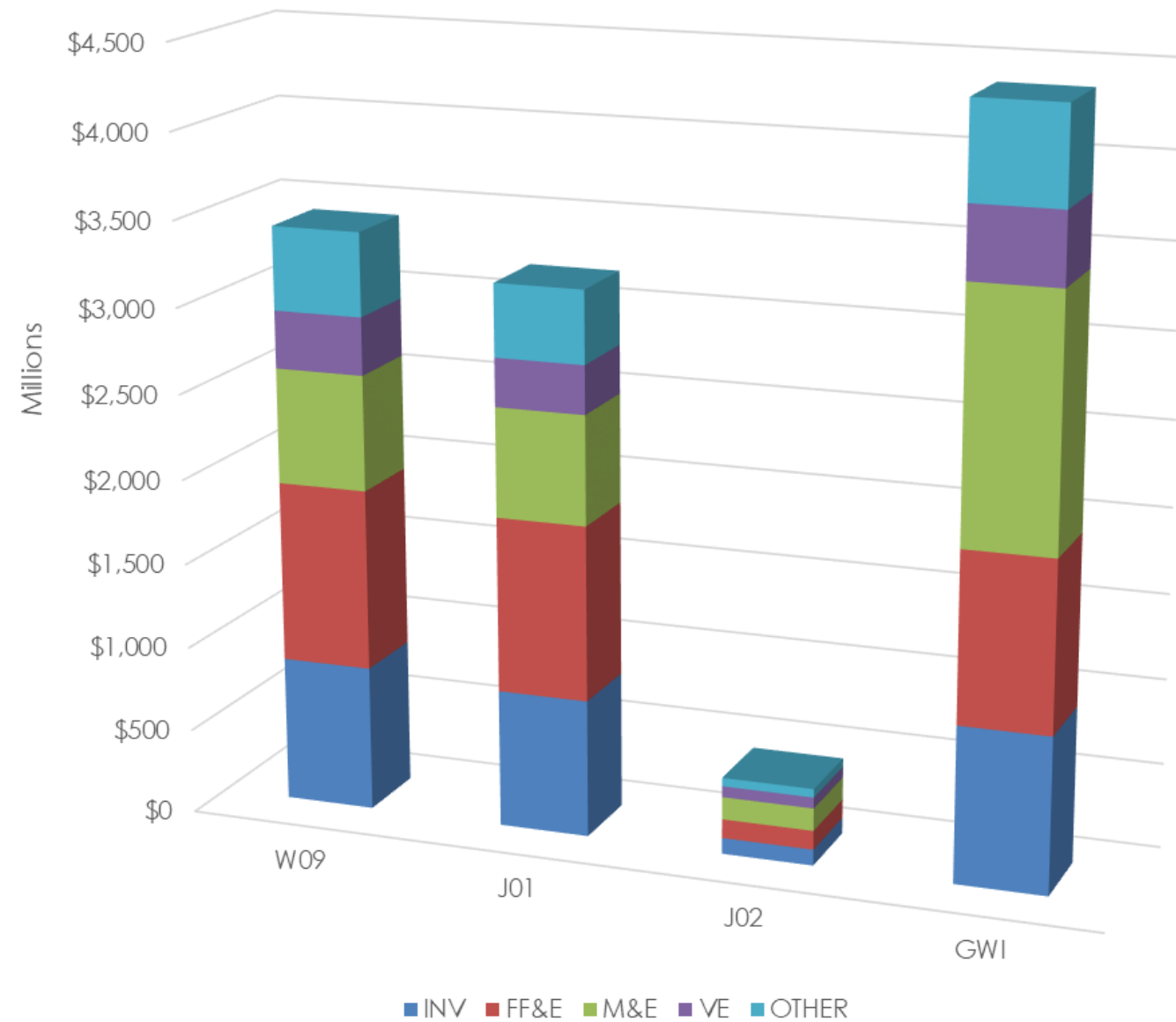
Number of New Commercial Improvements



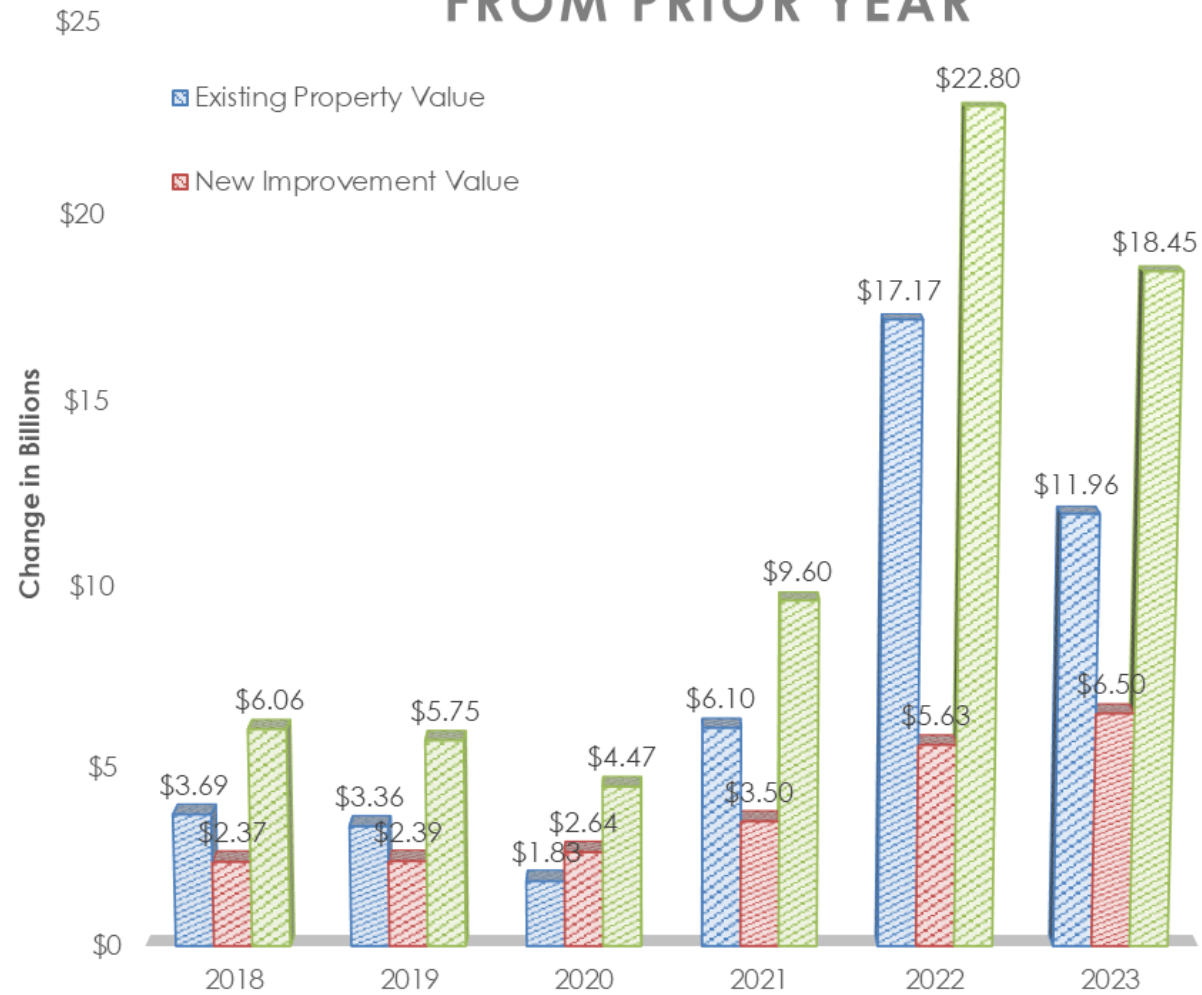
## Commercial New Improvements By Category



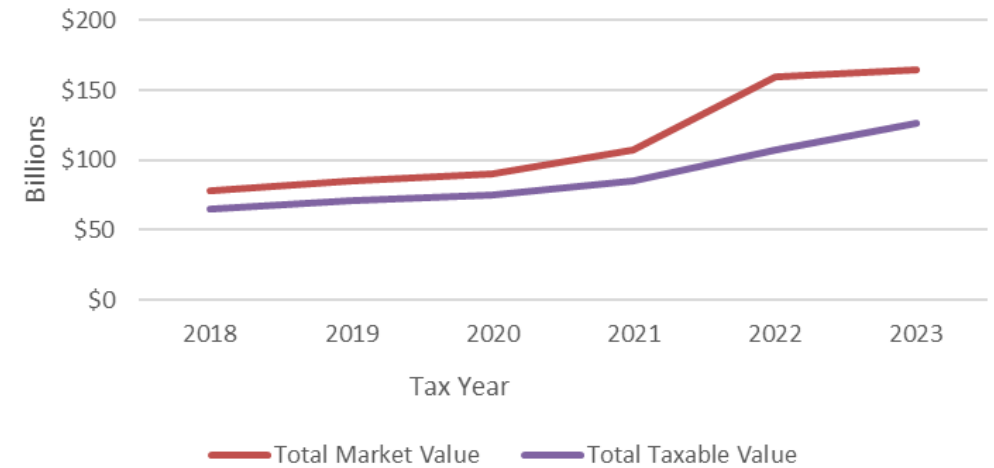
Business Personal Property (County, College, UPBCWD)



## WILCO CHANGE IN TAXABLE VALUE FROM PRIOR YEAR



## Market Value vs Taxable Value





**Commissioners Court - Regular Session****19.****Meeting Date:** 05/16/2023

Audit Committee

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

---

**Information****Agenda Item**

Discuss and take action on appointing Amy Vaughan to a three year term as a Citizen's Member to the Williamson County Audit Committee.

**Background**

Ms. Vaughan is a citizen of Round Rock and is the Vice President of Finance for St. David's Foundation. She is also a CPA. The Audit Committee is made up of the County Judge, ex Officio member, a Commissioner-Commissioner Covey presently, and three citizen members. The current Citizen Members are Kellie Bolin and Laura Wiess. The third member has been vacant due to Mr. Wallschlaeger resigning when he moved out of the County.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:32 AM

Started On: 05/11/2023 09:58 AM

**Commissioners Court - Regular Session****20.****Meeting Date:** 05/16/2023

Senior Administrative Specialist

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

---

**Information****Agenda Item**

Hear a presentation from Dr. Donald Kelm, District 8 Extension Administrator, on the impact of Williamson County Extension Agents on the community.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Commissioner Interpt 2023

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Amy Hays

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:48 AM

Started On: 05/11/2023 08:13 AM

May 2023

## Extension Newsletter for County Commissioners Court

### AGRICULTURE & NATURAL RESOURCES

AgriLife Extension teaches agricultural producers to adopt best management practices based on new scientific knowledge that will help them increase production, enhance sustainability, and conserve natural resources. Also, by educating the public about agriculture and food production, AgriLife Extension creates a partnership with all Texans that can improve food safety and security, reduce the prevalence of food insecurity, and improve diet and human nutrition throughout the state.

Additionally, safeguarding our precious natural resources and maintaining a clean and healthy environment are among AgriLife Extension's top priorities. We encourage production practices and the use of technologies that promote sustainability in agricultural production, conduct conservation programs that reduce drought impacts, improve, and preserve water quality, minimize wildfire risks, and help maximize water supplies through more efficient irrigation and conservation. We also help to promote the safe and reduced use of pesticides through the pesticide use training, and the integrated pest management program.

#### Program Accomplishments

##### Animal Agriculture



Contact totals for **livestock and forage** producers was 58,114. Clientele participated in 32 educational programs conducted in 21 counties. Wildlife education continues to be a significant portion of the Extension program effort; wildlife education reached

8,342 total clientele. Wild Pigs continue to be a significant pest in District 8. The Extension response in District 8, included 27 events. Total contacts for this effort were 15,518.

##### CROPS, Water, & Applicator Training

Thirty-nine field crop related educational programs were conducted in 15 counties involving 87,111 total clientele.



**Water quality** and conservation continues to be a major issue. Both youth and adults have been participants in home, landscape, and production agriculture activities. 18 counties conducted events and involved over 17,449 individuals. Applicators with agricultural, structural, and private pesticide licenses must participate in continuing education to maintain certification. District 8 has 10,638 this equates to an estimated \$93,987,728 wage base that benefits from certifications provided by Extension.

#### HORTICULTURE AND PUBLIC / AG INTERFACE



Horticulture continues to be in strong demand by District 8 clientele. The Extension response in District 8 is a robust effort that strives to reach these folks through multiple efforts including 15 Master Gardner Chapters with 700+ members. These members contributed 50,000+ Volunteer hours back to Texas A&M AgriLife Extension Service. Total **horticulture** contacts in 2021 were 57,582.

**Agriculture literacy** was identified as a major issue. Extension engaged in a unique opportunity and provided outreach while involving various commodity and health related groups. Activities featured unbiased research-based information concerning the importance and appreciation of the vital role agriculture plays in daily lives. 35,332 adult and youth participated.

Although District 8 does not include any "major" metropolitan areas, we do see an influx of folks moving into counties in the District to enjoy a more rural lifestyle. With this comes the need to educate that clientele about issues and opportunities that come with a rural lifestyle. The Central Region educational response included 10 counties providing New Landowner Series with a total of 60 face-to-face sessions. Total contacts were 3,167.

District 8 continues to have a robust agriculture production impact in Texas. Beef cattle continues to lead the way with other commodities.

#### District 8

Top Ranked Commodities by Economic Impact of  
Agricultural Production and Related Items, 2021

Commodity	Estimated Value* (\$1000's)	Percent of District Value	Economic Impact** (\$1,000's)
Other Beef	\$903,744.80	32.31%	\$1,867,515.43
Milk	\$378,678.50	13.54%	\$845,115.36
Hay	\$382,267.90	13.67%	\$806,811.57
Feed Corn	\$319,308.30	11.42%	\$769,552.80
Broilers	\$201,180.00	7.19%	\$461,965.61
<b>Total</b>	<b>\$2,185,179.50</b>	<b>78.12%</b>	<b>\$4,750,960.77</b>

## Agriculture and Natural Resources:

- *Tri-County Cow-Calf Workshop* was held in Jan 2022 and included sessions on marketing cattle, weed control, livestock management, nutrition, and producer processing-facilities (138 attendees).
- The *Winter Grains Field Day* was held in April 2022. Topics included new wheat and oat varieties, and a special session on foliar disease management. (16 attendees).
- The *2nd Annual Fiber Hemp Variety Field Day* (July 2022). The trials were personally established and managed to select varieties suitable for Central Texas conditions. Other speakers discussed legal issues, outsourcing seed and best management practices. This was one of only 3 Statewide locations (60 attendees).
- The *Blackland Income Growth Conference* was held in Waco on January 2022. The Grains Session highlights included grain marketing/fertilizer updates, pest management in corn and sorghum, and a CEU program on sprayer design and managing sprayer drift (28 attended).
- *D8 Farm and Ranch Seminar*: 8-CEU event was held on December 2022. Pesticide Laws; Pasture pests; Feral Hog Management, and Pesticide handling (50 attended).
- *Master Naturalists*: The *Goodwater Branch* has 167 active members who logged 10,397 volunteer hours in 2022.

## Family & Consumer Sciences:

- Four *Food Preservation Workshops* were offered from June-September 2022. Participants learned the steps for water bath and pressure canning. (54 total attendees)
- *Cooking Well with Diabetes*: 4-week cooking program offered in June 2022. (6 participants)
- *Step Up & Scale Down*: 8-week series for weight management. September-November 2022 (6 participants)
- Meal preparation class called *Freezer Pleasers* was offered in August 2022. Participants learned tips and tricks for easy meal prepping and cooking a few recipes. (6 attendees)
- *Walk N Talk*: 8-week series. Alternate fruit or veggie each week, with 20-30 minutes of physical activity. Crystal Falls Crossing Apartments in Leader from September-November 2022. (4 attendees)
- A *Food Handler's* class was offered in February 2023 with 11 participants.
- *Preserving the Harvest* series was offered in March 2023 with 14 participants. Dr. Jenna Anding, Texas A&M AgriLife Extension Specialist was the guest speaker during session 1.
- Family & Community Health's Quarterly Newsletter: Rooted in Wellness started in January 2023 with 150 subscribers

### Better Living for Texans (BLT)

#### Adult Series:

- A *Fresh Start to a Healthier You!* promotes increasing fruit/veggie intake, food safety, and food resource management. **11 sessions delivered; 56 contacts; 8 graduates**
- *Get the Facts* helps participants learn how to use the Nutrition Facts Label to make healthy food choices. **8 sessions delivered (done jointly with a District 8 BLT agent); 47 contacts; 5 graduates**
- *Walk N Talk* encourages increased physical activity by giving participants an opportunity to learn about fruits & vegetables and completing a physical activity. **8 sessions delivered; 29 contacts; 1 graduate**

#### Youth Series:

- *Walk N Talk* encourages increased physical activity by giving participants an opportunity to learn about fruits & vegetables and completing a physical activity. **24 sessions delivered; 315 contacts; 25 graduates**
- *Choose Healthy* promotes My Plate, energy balance via physical activity, making nutritious choices, and choosing healthy drinks. **5 sessions delivered; 76 contacts; 2 graduates**

## 4-H and Youth Development:

- *4-H Youth Enrollment* – **538**; Adult volunteers – **88**; **16** Clubs
- Our top 4-H youth programs include: Shooting Sports – **195** youth; Livestock – **187** youth; STEM – **58** youth; Public Speaking, Leadership, and Citizenship – **53** youth, and Food and Nutrition – **40** youth
- **114** youth competed in 4-H Contests at the county, district, and state level. **5** youth placed 1<sup>st</sup> in the state in their respective contests.
- *4-H Youth Leadership and Personal Development*:
  - o 7 County Council Officers, and 32 County Council members
  - o 2 Texas 4-H Water Ambassadors
  - o 2 Texas 4-H Healthy Youth Ambassadors
  - o 2 Texas 4-H Fashion and Interior Design Ambassadors
  - o 3 Williamson County Youth selected to participate in the GLOBE Leadership Program (only 20 total participants selected)
- *Curriculum enrichment* is a large part of the youth development program, providing lessons on horticulture, STEM, water conservation, healthy living, and agriculture. Throughout the year we reached **2,539** youth in public schools, private schools, homeschools, and after school organizations through curriculum enrichment.
- *Williamson County Livestock Show and Williamson County Youth Fair* are held annually in December, and provide opportunities for youth to show livestock projects as well as crafted items and art. Livestock Show highlights include **127** exhibitors with **324** entries, and **10** Champions and **18** Reserve Champions. Youth Fair highlights include **91** youth with **368** entries, **12** Best in Show, **38** Grand Champion, and **35** Reserve Champions.
- At the *Texas Major Shows*, Williamson County was represented by **77** youth with **440** entries in livestock projects, judging contests, and agriculture mechanics projects. Of those participants, we had **5** Champions, **1** Reserve Champion, **12** top 10 placings at the judging contests, and **30** youth make the auction at the major shows. One of our participants earned Grand Champion at the San Antonio Livestock Show's Shootout, and also earned a **\$10,000** scholarship.

## Horticulture

- *Green Thumbs Up*: monthly educational program about lawn and garden topics. Partnered with Round Rock Public Library, Cedar Park Public Library, and Brushy Creek Community Center for facilities and advertising. Master Gardeners and CEA teach programs. Conducted 31 programs at participating locations (**395 participants**).
- *Hands on in the Garden*: Monthly program to teach hands-on lawn and garden topics in the MG demonstration garden. Taught by MG volunteers and CEA with seasonal topics (**234 participants**).
- *Monthly Newsletter and Bi-weekly newspaper column*: 1,700 newsletter subscribers and circulation of 10,000 for Williamson County Sun Newspaper.
- *Lawn & Garden 101*: Hosted a seven-week series in the spring (**89 program participants**). Master Gardeners and Horticulture Agent presented at two-hour classes each week. Hosted a four-week program series in the fall (**74 program participants**).
- *Vegetable Conference* in April 2022 (**50 attended**); Fruit Forum in September 2022 (**16 attended**), and an Organic Growers Conference October 17-18, 2022 (**35 attended**)
- Spoke at 22 civic and community organization meetings for a total of **856 participants**.

Thanks for allowing me the opportunity to update you on the Extension educational programming in Williamson County and the efforts being made by your county Extension agent, Kate Hajda and her team. They continue to provide programming which is in tune with our mission which is to provide quality, relevant outreach and continuing educational programs and services to the people of Texas. If you ever have any questions, comments, or concerns, please do not hesitate to give me a call at 254-968-4144 or e-mail at d-kelm@tamu.edu.



**Commissioners Court - Regular Session****21.****Meeting Date:** 05/16/2023

2023 Treatment Court Month Proclamation

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Proclamation recognizing May 2023 as Treatment Court Month in Williamson County.

**Background**

May is National Treatment Court Month, a celebration of one of the most successful strategies for reducing crime, addiction and recidivism as well as saving lives and valuable tax dollars. Williamson County is the home of 6 successful treatment courts, which are all part of over 4,000 treatment courts nationwide.

---

**Fiscal Impact**

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

**Attachments**

2023 Treatment Court Month Proclamation

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Brenda Staples

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 01:21 PM

Started On: 05/11/2023 11:18 AM

*State of Texas*  
*County of Williamson*  
*Know all men by these presents:*

That on the 16<sup>th</sup> day of May 2023 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, County Judge  
Terry Cook, Commissioner Precinct One  
Cynthia P. 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:

**PROCLAMATION**

**WHEREAS**, 20.2 million American adults have a substance use disorder, 43.6 million have a mental health problem, and nearly 8 million of these individuals suffer from co-occurring substance use and mental health disorders;

**WHEREAS**, 106,000 Americans died of a drug overdose in 2021, 65% of all US inmates have a substance use disorder and the US spends \$80 Billion annually on incarceration: the need clearly exists for innovative ways to address these challenges;

**WHEREAS**, we recognize that drug and alcohol abuse and mental illness are barriers for many Texans in living successful and productive lives;

**WHEREAS**, over 4,000 treatment courts nationwide provide individuals the opportunity and support necessary to make a change, including our very own Misdemeanor DWI/Drug Court, Veterans Treatment Court, Felony DWI Court, Felony Mental Health Docket, Transformative Justice Program, and Family Recovery Court which together currently served over 1123 individual participants and have had 819 graduates;

**WHEREAS**, these court programs utilize a collaborative and coordinated system of court supervised treatment that promotes public safety and ensures individual accountability, while helping the participants receive the treatment and support that they need to become productive members of our communities;

**WHEREAS**, treatment courts are cost effective: a study by the National Association of Drug Court Professionals shows that treatment courts can reduce recidivism and save taxpayers an average of \$6,000 for every individual they serve, or up to \$27 for every \$1 invested;

**WHEREAS**, treatment courts significantly improve substance use disorder treatment outcomes, substantially reduce addiction and related crime, and do so at less expense than any other criminal justice strategy;

**WHEREAS**, the Williamson County Misdemeanor DWI/Drug Court has been in existence since 2006 and has served 661 participants with 530 successful graduates and 20 currently active in the program; and

**WHEREAS**, the Williamson County Veterans Treatment Court has been in existence since 2015 and has served 239 participants with 190 successful graduate and 26 currently active in the program; and



**WHEREAS**, the Williamson County Transformative Justice Program has been in existence since 2019 and has served 104 participants with 33 successful graduates and 45 currently in the program; and

**WHEREAS**, the Williamson County Felony DWI/Drug Court has been in existence since 2019 and has served 73 participants with 50 successful graduates and 13 currently in the program; and

**WHEREAS**, the Williamson County Felony Mental Health Docket has been in existence since 2019, and has served 40 participants with 13 successful graduates and 11 currently in the program; and

**WHEREAS**, the Williamson County Family Recovery Court, our newest specialty court, accepted its first participant in 2021, and has 6 current participants and 3 proud, successful graduate families, who have been reunified;

**NOW THEREFORE BE IT PROCLAIMED**; that the Williamson County Commissioners Court celebrate the promise of recovery and restored hope to drug court graduates and their families and recognizes May 2023 to be “**Treatment Court Month**”.

**PROCLAIMED THIS 16<sup>th</sup> DAY OF MAY 2023.**

---

Bill Gravell, County Judge

**Commissioners Court - Regular Session****22.****Meeting Date:** 05/16/2023

Proclamation-National Police Week for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Proclamation recognizing May 15-21, 2023 as National Police Week.

**Background**

National Police Week was created in 1962 after then-president of the United States, John F. Kennedy signed Public Law 87-726 to honor the men and women who risk their lives every day in the line of duty. The law designated May 15th as Peace Officer's Memorial Day and stated that the week in which the day falls should be National Police Week. It is also a time for police officers to honor their fallen colleagues, make sure those surviving them are supported, as well as to remember their commitment to keeping people safe. Citizens and civilians can also celebrate the day by showing some love and gratitude to law enforcement around them. National Police Week is all about honor, gratitude, remembrance, servitude and peer support.

---

**Fiscal Impact**

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

**Attachments**

National Police Week

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 05/02/2023

**Reviewed By**

Becky Pruitt

**Date**

05/02/2023 04:07 PM

Started On: 04/26/2023 01:52 PM

To recognize National Police Week 2023 and to honor the service and sacrifice of these law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

**WHEREAS, The Congress of the United States of America** has designated the week of May 15<sup>th</sup>-21<sup>st</sup> 2023 to be dedicated as “NATIONAL POLICE WEEK” and May 15<sup>th</sup> of each year to be “POLICE OFFICERS MEMORIAL DAY”, AND

**WHEREAS, The law enforcement officers** are our guardians of life and property, defenders of the individual right to be free, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness, and

**WHEREAS, Williamson County** desires to honor the valor, service and dedication of its own deputies, and

**WHEREAS, since the first recorded death in 1786**, more than 26,289 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, and

**WHEREAS, new names of these dedicated public servants** are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.

**NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims May 15-21, 2023** as National Police Week in Williamson County, Texas and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Dated this 16<sup>th</sup> day of May 2023

---

Judge Bill Gravell

**Commissioners Court - Regular Session****23.****Meeting Date:** 05/16/2023

compensation

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Hear a presentation, discuss, and take action on compensation related policies and philosophies for Williamson County.

**Background**

---

**Fiscal Impact**

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

**Attachments**

compensationFY24

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 05/10/2023

**Reviewed By**

Becky Pruitt

**Date**

05/10/2023 02:27 PM

Started On: 05/10/2023 10:54 AM

# Compensation Philosophy

- The objective of the County compensation system is to demonstrate the honor and value we place working in public service.

# Current Compensation Philosophy

- Basing our minimum salaries on market median
- Merit pay
- Competitive within relevant, comparable labor markets
- Salary study on positions at least once every five years conducted by internal team
- Collaborative with process with Job Analysis ToolKit

- Salary Study Market
  - Cities: Cedar Park, Georgetown, and Round Rock
  - Counties: Bell, Brazoria, Hays, Montgomery, Ft. Bend, Denton, Collin, and Travis
- For L chart only:
  - Cities: Georgetown, Cedar Park, Round Rock, Leander, and Hutto
- For C chart only:
  - Counties: Hays, Travis, and Burnet

\*list may be amended as needed



Future Considerations – How do we  
become an Employer of Choice?

# Workplace Culture



- Develop four core values to achieve mission and vision
- Culture package for new hires and current employees
- Wellness Support
- Positive work environments
- Emphasize on public service
- Flexibility
- On the job training

# Salary Study

- Salary Study
  - Internal, external or mix
  - How often are positions reviewed
  - Public sector comparisons or a mix of private and public sector
  - Compare to similar market (large and small) or compare to only larger Counties
  - Redefine process in Employee Policy Manual
  - Compare to market median v. average v. market leader
  - No Increases unless you are below new minimum
  - Considerations given to office size or tenure



**Commissioners Court - Regular Session****24.****Meeting Date:** 05/16/2023

First Amended and Restated Emergency Service Organizations Agreement

**Submitted For:** Chris Connealy**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 to approve the First Amended and Restated Emergency Service Organizations Agreement between Williamson County and the identified Emergency Service Organizations to ensure all the parties are treated equally while providing emergency services that are needed by individuals in the county. Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

**Background**

Williamson County Emergency Services worked with the Commissioner Court's Counsel to update the Emergency Service Organizations Agreement. Some of the highlights in this amended and restated agreement include:

- Updated Emergency Service Organizations
- Added Wildland Firefighting to services provided by the Emergency Service Organizations since this is typically the type of emergency where all the fire departments participate.
- Updated the language in the Prevention and Investigation section since the Williamson County Fire Marshal's Office is now in place.
- Effective date is January 31, 2023. It took considerable time to get the signatures from the different entities.
- Section J provides the County a Right to Audit to ensure proper use of funding and Section K relates to Corporate and Tax Documents that allows the County to request corporate or business organization documents that are not an emergency services district (ESD) and appropriate tax filings.

---

**Fiscal Impact**

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

**Attachments**

Amended Emergency Service Organizations Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Chris Connealy

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:26 AM

Started On: 05/11/2023 08:34 AM

# **FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT**

THIS FIRST AMENDED AND RESTATED EMERGENCY SERVICE ORGANIZATIONS AGREEMENT ("First Amended Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 9, 10, 11 & 12 (each being a separate Emergency Service District created and described under Chapter 775 of the Texas Health and Safety Code); the CITY OF CEDAR PARK, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the GRANGER VOLUNTEER FIRE DEPARTMENT; and the AVERY PICKETT FIRE DEPARTMENT (formerly known as the Taylor Volunteer Fire Department) (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

## **I.**

### **Obligations of Emergency Service Organizations**

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

#### **A. Services provided by Emergency Service Organizations**

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
  - Hazardous Material Team
  - Swift Water Team
  - Technical Rescue Team
  - County Resource Coordination
  - Incident Management Team
  - Wildland Firefighting

#### **B. Emergency Service Organizations Performance Standards**

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the

Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.

2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

### **C. Emergency Medical Service Involvement**

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this First Amended Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

## **II. Prevention and Investigation**

Williamson County will support and assist fire departments of the Emergency Service Organizations with establishing a working relationship with the Williamson County Fire Marshal's Office in relation to fire investigations. Any fire in the unincorporated area of the county that meets any condition listed in Williamson County Commissioners Court Order for Fire/Explosion Investigations shall be reported to Williamson County Fire Marshal's Office within 24 hours of the incident. Williamson County Fire Marshal's Office will be the lead investigation agency for any act of arson that occurs within the unincorporated area of the county.



**III.**  
**Reimbursement Formula; Consideration and Use of Funding**

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1<sup>st</sup> of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1<sup>st</sup>) and the second installment being paid in the fall (prior to September 30<sup>th</sup>) of each year during the term of this First Amended Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this First Amended Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The Emergency Service Organizations hereby agree to use and apply funding received hereunder for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each Emergency Service Organizations under this First Amended Agreement and to comply with the performance standards set out herein.

**IV.**  
**Failure to Meet Conditions; Suspension of Funding and Termination**

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this First Amended Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure

diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this First Amended Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this First Amended Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this First Amended Agreement. Such share of funds shall start on the next scheduled payment.

#### **V. Right to Withdraw**

Any party to this First Amended Agreement has the right to withdraw from this First Amended Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected

withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this First Amended Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

## **VI.**

### **Term of First Amended Agreement; And Effective Date**

This First Amended Agreement shall commence and be deemed to be effective as of January 31, 2023 and shall continue thereafter until September 30, 2023. Each term of this First Amended Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this First Amended Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

## **VII.**

### **Related Agreements**

The parties to this First Amended Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this First Amended Agreement do not intend for the terms or conditions of this First Amended Agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

## **VIII.**

### **Relationship of the Parties**

The parties to this First Amended Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this First Amended Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this First Amended Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this First Amended Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur

as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

## IX.

### Miscellaneous Provisions

- A. **Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this First Amended Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. **Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this First Amended Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. **Severability.** If any provision of this First Amended Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire First Amended Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this First Amended Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this First Amended Agreement and be deemed to be valid and enforceable.
- D. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this First Amended Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this First Amended Agreement.
- E. **No Waiver of Immunities.** Nothing in this First Amended Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. **Assignment.** The rights and duties of the parties hereto may not be assigned or delegated without the prior written consent of all parties. This First Amended Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

- G. Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. Non-Appropriation and Fiscal Funding.** The obligations of the parties under this First Amended Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this First Amended Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. Execution in Multiple Counterparts.** This First Amended Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. Williamson County's Right to Audit.** Each ESO agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this First Amended Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of each ESO which are directly pertinent to the use of funding for fire and first responder related services, equipment and personnel that are necessary to provide the minimum services that must be provided by each ESO under this First Amended Agreement and to comply with the performance standards set out herein for the purposes of making audits, examinations, excerpts, and transcriptions. Each ESO further agrees that County shall have access during normal working hours to all necessary facilities of each ESO and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give each ESO reasonable advance notice of intended audits.
- K. Corporate and Tax Documents.** Each ESO shall provide, within seven (7) calendar days request from County, all corporate or business organization documents for organizations that are not emergency services districts and appropriate tax filings.
- L. Extent And Effect of First Amended Agreement.** As of the Effective Date hereof, this First Amended Agreement shall replace, supplant, and supersede the original Emergency Service Organization Agreement previously executed by the parties hereto.
- M. Entire Agreement.** This First Amended Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this First Amended Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this First Amended Agreement.

IN WITNESS WHEREOF, the parties execute this First Amended Agreement to be effective as of the 31<sup>st</sup> day of January, 2023.

**EMERGENCY SERVICE ORGANIZATIONS AND WILLIAMSON COUNTY  
EXECUTION BLOCKS TO FOLLOW:**



**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

By: Adam Bryant

Printed Name: Adam Bryant

Representative Capacity: President

Date: March 15, 2023

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2**

By: James Shofner

Printed Name: James Shofner

Representative Capacity: Chief

Date: January 9, 2023

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3**

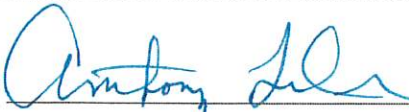
By: 

Printed Name: SCOTT D. KERWOOD

Representative Capacity: FIRE CHIEF

Date: DECEMBER 20, 2022

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**

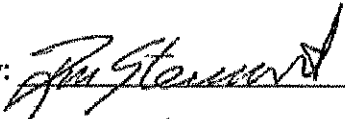
By: 

Printed Name: Anthony Lincoln

Representative Capacity: Fire Chief

Date: January 27, 2023

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5**

By: 

Printed Name: RON STEWART

Representative Capacity: FIRE CHIEF

Date: 1/18/2023, 20

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6**

By: Mary Sue Smith Fontenot

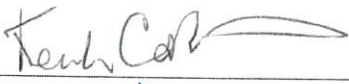
Printed Name: MARY Sue Smith Fontenot

Representative Capacity: President Wm. Co. ESD #6

Date: 04/03, 2023



**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7**

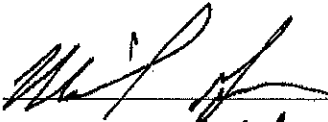
By: 

Printed Name: Keith Couch

Representative Capacity: President

Date: February 8, 2023

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

By: 

Printed Name: Michael Garcia

Representative Capacity: President

Date: April 28, 2023

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: ROBERT V. AVANT JR

Printed Name: Robert V. Avant

Representative Capacity: PRESIDENT

Date: 01/10, 20 25

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 11**

By: Jason Willis

Printed Name: JASON WILLIS

Representative Capacity: PRESIDENT

Date: MARCH 21, 2023

**WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 12**

By: Daniel W. Martilotti

Printed Name: Daniel W. Martilotti

Representative Capacity: 5

Date: May 09, 2023

**CITY OF CEDAR PARK, TEXAS**

By: 

Printed Name: James Mallinger

Representative Capacity: Fire Chief

Date: January 31, 2023



**CITY OF LEANDER, TEXAS**

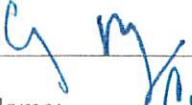
By: 

Printed Name: Richard B. Beverlin, III

Representative Capacity: City Manager

Date: 2/16, 2023

**CITY OF ROUND ROCK, TEXAS**

By:   
Printed Name: Craig Morgan  
Representative Capacity: Mayor  
Date: March 23, 2023

CITY OF TAYLOR, TEXAS

By: 

Printed Name: Brian LaBorde

Representative Capacity: City Manager

Date: 2/22, 2023

**GRANGER VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**AVERY PICKETT FIRE DEPARTMENT**

By: 

Printed Name: John Shelton

Representative Capacity: Secretary

Date: 5/9, 20 23

**WILLIAMSON COUNTY:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Representative Capacity: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_



**Commissioners Court - Regular Session****25.****Meeting Date:** 05/16/2023

UT-A &amp; Wilco TxCOPE Agreement

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving an agreement and business associate agreement between The University of Texas at Austin and Williamson County that would allow Williamson County EMS to participate in the Texas Connecting Overdose Prevention Efforts (TxCOPE) platform.

**Background**

This agreement would allow Williamson County EMS to provide data to the TxCOPE program to assist in designing a platform to detect and predict overdose incidents from data collected from various organizations. There is no cost to participate in the program. The agreement has been reviewed by WilCo Legal and executed by The University of Texas at Austin. Department contact is Mike Knipstein.

---

**Fiscal Impact**

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

**Attachments**

UT - WC Agreement

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 05/09/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

05/08/2023 08:48 AM

05/09/2023 11:21 AM

Started On: 05/08/2023 08:13 AM

## **Participant Agreement**

This Participant Agreement (“Agreement”), effective as of the date of last signature, is entered into by and between The University of Texas at Austin (“University”) and Williamson County, acting herein for Williamson County Emergency Medical Services (“Participant”) (each a “Party” and collectively the “Parties”).

### **I. Background:**

- A. Williamson County has agreed to participate in the implementation of the Texas Connecting Overdose Prevention Efforts platform (TxCOPE), an initiative conducted under the University (hereafter referenced as “Program”).
- B. The Program provides a platform designed to detect and predict overdose incidents from data collected from organizations involved with substance abuse, including Emergency Services, Health Care Providers, Substance Abuse Treatment Providers, Public Health Surveillance Organizations, Non-governmental Organizations, and State Agencies.
- C. The Program will aggregate data sources from a number of Participant Organizations (Participants) to inform Program data dashboards and visualizations to support data-driven community response efforts to the opioid crisis.
- D. Data derived from the Program will be used, in part, to help advocate for increased resource allocation to Participants to mitigate overdose incidents and continue monitoring overdose activity in the Participant’s locale.
- E. The Program is a research effort organized and operated under the University’s Dell Medical School and Steve Hicks School of Social Work.
- F. The University is a public research university organized under the laws and Constitution of the State of Texas.
- G. The University will receive certain confidential data from Participant that may be classified as Protected Health Information (PHI) that is protected under the Health Insurance Portability and Accountability Act (HIPAA) and the HIPAA Regulations, Health Information Technology for Economic and Clinical Health Act (HITECH Act) and/or state law(s), including the Medical Records Privacy Act (MRPA), and will manage such information only in accordance with HIPAA and the HIPAA Regulations, HITECH Act, and MRPA. The Parties agree that this data is being transmitted in support of the Program only as described herein, and the data use is limited for these purposes only.
- H. The Parties will mutually agree upon what data will be provided for the Program.

I. A Business Associate Agreement (“BAA”) or Data Use Agreement, as appropriate, may be executed between the parties in support of the data transfer for the Project.

## **II. Scope of Program**

- A. The purpose of the Program is to deploy the TxCOPE platform among relevant organizations serving people at risk of, or experiencing, an opioid overdose across the State of Texas.
- B. The Program is also meant to support Public Health and Public Health Surveillance efforts and activities across the State of Texas.
- C. The TxCOPE platform will be scaled throughout the State of Texas in an effort to improve overdose surveillance and real-time, data-driven prevention efforts across the State of Texas.
- D. The TxCOPE platform is designed to import and export data.
- E. Participants may enter data: 1) directly into the TxCOPE dashboard; 2) use an Application Programming Interface (API) for data exportation into TxCOPE, or 3) submit batch data to the TxCOPE platform.
- F. Data ingested into the TxCOPE platform is used to populate heat maps and data dashboards that are accessible only to Participants and state and federal agencies supporting public health response.
- G. Participants will have access to organizational-level and county-level data.
- H. De-identified state-level data will be disseminated via quarterly reports to non-participating organizations, governmental organizations, the media, and others.

## **III. Participant Organization On-boarding and Responsibilities**

- A. In order to accommodate for the diversity of data collection environments and operations that characterize Participants, Program will develop with each Participant a mutually acceptable onboarding process relative to: 1) the reporting of overdose incidents in the TxCOPE platform at consistent intervals; 2) the reporting of overdose interventions

(known commonly as reversals) in the TxCOPE platform; and 3) the reporting of Narcan distribution in the TxCOPE platform.

- B. Participant agrees to provide public health information related to overdose incidents regularly in accordance with the purposes and scope of the Program to support the updating and maintenance of public health data dashboards. The Program will maintain one data dashboard that will be dedicated for the use of the Participant and one dashboard will be dedicated to show county-level aggregated trends.
- C. Participant will establish and maintain an active Participant Agreement with the Program for the duration of their use of the Platform.
- D. Best practices identified during the collective on-boarding process of Participants will be compiled in a “TxCOPE Users Implementation Guide” (“Guide”) which will be developed by University and made available to current and prospective Participants to help facilitate additional on-boardings and on-going operation of the Platform. No organizationally-identifiable information will be included in this Guide. Participants are encouraged to provide recommended best practices to University for possible inclusion in this Guide.
- E. Once mutually acceptable terms are determined for Section III (A), Participant agrees to upload data to the TxCOPE platform in a method and data format mutually agreed upon by the Parties.

#### **IV. Ownership and Work Product**

- A. Participant owns all data and other identifiable information (“Participant Data”) it submits to University. Participant hereby grants to University a worldwide, fully paid-up, royalty-free license to copy, format, distribute and publicly present the Participant Data in whatever form or medium University may require to support the Program.
- B. University owns all aggregate and non-identifiable information it has developed associated with the Program.

#### **V. Term and Termination**

- A. Term. The term of this Agreement shall commence as of the date of last signature and shall continue for the duration of the Program, unless terminated earlier in accordance with the provisions of this section.
- B. Termination by University. University may terminate this Agreement at any time upon thirty (30) days notice by notifying Participant in writing.

C. Termination by Participant. Participant may terminate this Agreement at any time upon thirty (30) days notice by notifying University in writing.

## **VI. Miscellaneous.**

A. Change in Law. The Parties agree to negotiate in good faith to amend this Agreement to comport with changes in federal law that materially alter either or both parties' obligations under this Agreement. Provided however, that if the Parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in section V.

B. Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding HIPAA and HIPAA Regulations.

C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

D. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.

E. Other Provisions. No amendment to the Agreement will be effective unless in writing and signed by the Parties. Neither the Agreement nor the rights and obligations of the Parties hereunder may be sold, assigned or otherwise transferred. If any provision of the Agreement is held to be unenforceable, all other provisions will continue in full force and effect. The Agreement supersedes any and all prior understandings or previous agreements between the Parties, oral or written, relating to the subject matter herein and constitutes the sole and complete agreement between the Parties related to the subject matter herein. Any delay by a Party to enforce any right under the Agreement shall not act as a waiver of that right, nor as a waiver of the Party's ability to later assert that right relative to any particular factual situation. The Agreement will be construed and enforced in accordance with laws of the U.S. and the State of Texas, without regard to choice of law and conflicts of law principles. The parties hereby agree that any dispute that cannot be resolved under this Agreement will be venued in a court of competent jurisdiction located in Travis County, Texas. The Parties acknowledge that nothing in the Agreement shall constitute a waiver of sovereign immunity by Parties that are state or local government agencies.

F. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below and via email to the address(es) listed below. Each Party named below may change its address and that of its representative for notice by the giving of notice thereof in the manner herein provided. If

notice is provided in writing to an addressee below, a courtesy copy of such notice shall also be provided via email.

**If to Participant:**

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

*Courtesy Copy Sent to:*

Williamson County Emergency Medical Services  
Attn: EMS Director  
3189 South-East Inner Loop  
Georgetown, Texas 78627

**If to The University of Texas at Austin:**

The University of Texas at Austin  
Office of Research  
Dell Medical School  
1601 Trinity Street, Building B  
Austin, TX 78703  
kasey.claborn@austin.utexas.edu &  
[dellmedresearchcontracts@austin.utexas.edu](mailto:dellmedresearchcontracts@austin.utexas.edu)

**Williamson County**

By: \_\_\_\_\_

(Authorized Signature)

Name: \_\_\_\_\_

(Type or Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The University of Texas at Austin**

DocuSigned by:  
*Mohini Patel*  
By: \_\_\_\_\_  
CA21577FB04F443...

(Authorized Signature)

Name: Mohini Patel  
\_\_\_\_\_

(Type or Print)

Title: Sr. Manager  
\_\_\_\_\_

Date: 2023-05-05 | 11:30:14 CDT  
\_\_\_\_\_



## **Business Associate Agreement**

This Business Associate Agreement (“Agreement”), effective date of last signature (“Effective Date”), is entered into by and between The University of Texas at Austin (“Business Associate”) and Williamson County, a body corporate and politic under the laws of the State of Texas (“Covered Entity”, as more fully defined in section 1(c)) (each a “Party” and collectively the “Parties”).

### **RECITALS**

WHEREAS, Covered Entity has entered or is entering into that certain Participant Agreement with Business Associate (“the Underlying Agreement”) by which it has engaged Business Associate to perform services;

WHEREAS, Covered Entity possesses Protected Health Information that is protected under HIPAA and the HIPAA Regulations, HITECH Act and state law, including the Medical Records Privacy Act (MRPA), and is permitted to manage such information only in accordance with HIPAA and the HIPAA Regulations, HITECH Act, and MRPA;

WHEREAS, Business Associate may receive such information from Covered Entity, or create, receive, maintain or transmit such information on behalf of Covered Entity, in order to perform certain of the services under the Underlying Agreement;

WHEREAS, the Parties desire to comply with health information privacy and security protections subsequent to the enactment of the HITECH Act, Subtitle D of the American Recovery and Reinvestment Act of 2009 which has established requirements for compliance with HIPAA. In particular, the requirements provide that: (1) Covered Entity give affected individuals notice of security breaches affecting their PHI, and Business Associate give notice to Covered Entity pursuant to the provisions below; (2) Business Associate comply with the HIPAA security regulations; and (3) additional and/or revised provisions be included in Business Associate Agreement;

WHEREAS, Under HIPAA and HITECH, Covered Entity is required to enter into protective agreements, generally known as “business associate agreements,” with certain downstream entities that will be entrusted with HIPAA-protected health information;

WHEREAS, Health information is further protected by state law, including the MRPA; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Protected Health Information.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The Parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and the HIPAA Regulations and the MRPA. All

capitalized terms used in this Agreement but not defined below shall have the meaning assigned to them under the HIPAA Regulations.

- a. “Breach” shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.
- b. “Breach of System Security” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
- c. “Business Associate” means, with respect to a Covered Entity, a person who:
  - 1) on behalf of such Covered Entity or of an Organized Health Care Arrangement (as defined under the HIPAA Regulations) in which the Covered Entity participates, but other than in the capacity of a member of the workplace of such Covered Entity or arrangement, creates, receives, maintains, or transmits PHI for a function or activity regulated by HIPAA, HIPAA Regulations, or MRPA including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 C.F.R. 3.20, billing, benefit management, practice management, and re-pricing; or
  - 2) provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an Organized Health Care Arrangement in which the Covered Entity participates, where the provision of the service involves the disclosure of PHI from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.
- d. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- e. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- f. “HIPAA Regulations” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164 subparts A and E (“The Privacy Rule”) and the Security Standards as they may be amended from time to time, 45 C.F.R. Parts 160, 162 and 164, Subpart C (“The Security Rule”).

g. “HITECH Act” means the provisions of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and implementing regulations and guidance, including the regulations implemented in 78 Fed. Reg. 5566 (January 25, 2013).

h. “Individually Identifiable Health Information” means information that is a subset of health information, including demographic information collected from an individual, and:

- 1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- 2) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - a) that identifies the individual; or
  - b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

i. “MRPA” means Texas Medical Records Privacy Act, as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code.

j. “Protected Health Information” or “PHI” means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium. The term excludes Individually Identifiable Health Information in educational records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g; records described at 20 U.S.C. § 1232g(a)(4)(B)(iv); and employment records held by a Covered Entity in its role as employer and regarding a person who has been deceased more than 50 years.

k. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a routine basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

l. “Sensitive Personal Information” means: (1) an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver’s

license number or government-issued identification number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual's financial account; or (2) PHI information that identifies an individual and relates to: (a) the physical or mental health or condition of the individual; (b) the provision of health care to the individual; or (c) payment for the provision of health care to the individual.

m. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in the guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS web site.

## 2. Permitted Uses and Disclosures.

a. Compliance with Law. Covered Entity and Business Associate agree to comply with HIPAA, HIPAA Regulations, the HITECH Act, and the MRPA.

b. Performance of Services. Except as otherwise permitted by this Agreement, Business Associate may create, receive, maintain or transmit PHI on behalf of Covered Entity only in connection with the performance of the services contracted for in the Underlying Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).

c. Proper Management and Administration. Business Associate may use PHI it receives in its capacity as Covered Entity's Business Associate for the proper management and administration of Business Associate in connection with the performance of services in the Underlying Agreement, as permitted by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103), and to carry out the legal responsibilities of Business Associate. Business Associate may also disclose Covered Entity's PHI for such proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate. Any such disclosure of PHI shall only be made in accordance with the terms of this Agreement, including Section 5(c) if to an agent or subcontractor of Business Associate, and only if Business Associate obtains reasonable written assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (2) Business Associate will be notified by such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

d. Data Aggregation. Business Associate may use and disclose PHI received by Business Associate in its capacity as Covered Entity's business associate in order to provide Data Aggregation services relating to Covered Entity's health care operations only with Covered Entity's permission.

e. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.

3. Nondisclosure.

a. As Provided in Agreement. Business Associate shall not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).

b. Disclosures Required By Law. Business Associate shall not, without prior written consent of Covered Entity, disclose any PHI on the possibility that such disclosure is required by law without notifying, to the extent legally permitted, Covered Entity so that the Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such a disclosure, Business Associate, shall, to the extent permissible by law, refrain from disclosing the PHI until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with Section 2(c) that such persons will provide Covered Entity with similar notice and opportunity to object before disclosing PHI when a disclosure is required by law.

c. Additional Restrictions. If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of Covered Entity's PHI pursuant to HIPAA or the HIPAA Regulations, Business Associate shall be bound by such additional restrictions and shall not disclose Covered Entity's PHI in violation of such additional restrictions to the extent possible consistent with Business Associate's obligations set forth in the Underlying Agreement.

d. Restrictions Pursuant to Subject's Request. If Business Associate has knowledge that an individual who is the subject of PHI in the custody and control of Business Associate has requested restrictions on the disclosure of PHI, Business Associate must comply with the requested restriction if (a) the Covered Entity agrees to abide by the restriction; or (b) the disclosure is to a health plan for purposes of carrying out payment or health care operations and the PHI pertains solely to a health care item or service for which Covered Entity has been paid out of pocket in full. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

e. Remuneration. Business Associate shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as permitted by HITECH Act § 13405, the MRPA, and any implementing regulations that may be promulgated or revised from time to time.

- f. Disclosure. Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. part 164, or MRPA, if done by the Covered Entity itself except as authorized under Section 2 of this Agreement.
4. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
5. Additional Business Associate Obligations.
- a. Safeguards. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. 164 with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
- b. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of the obligations.
- c. Business Associate's Agents and Subcontractors.
- 1) Business Associate shall ensure that any agents and subcontractors to whom it provides PHI agree to only create, receive, maintain or transmit PHI on behalf of the Business Associate under the same restrictions that apply to Business Associate. Such agreement between Business Associate and subcontractor or agent must be in writing and must comply with the terms of this Agreement and the requirements outlined at 45 C.F.R. §164.504(e)(2); 45 C.F.R. §164.502(e)(1)(ii); 45 C.F.R. §164.314; and 45 C.F.R. §164.308(b)(2). Additionally, Business Associate shall ensure agent or subcontractor agree to and implement reasonable and appropriate safeguards to protect PHI.
- 2) If Business Associate knows of a pattern of activity or practice of its subcontractor or agent that constitutes a material breach or violation of the agent or subcontractor's obligation under the contract or other arrangement, the Business Associate must take steps to cure the breach and end the violation and if such steps are not successful, must terminate the contract or arrangement if feasible. If it is not feasible to terminate the contract, Business Associate must promptly notify the Covered Entity.
- d. Reporting. Business Associate shall, as soon as practicable but not more than five (5) business days after becoming aware of any successful security incident or use or disclosure of Covered Entity's PHI or Sensitive Personal Information in violation of this Agreement, report any such use or disclosure to Covered Entity. With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable state law, Business

Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than ten (10) calendar days upon discovery of a Breach of Unsecured PHI or Breach of Security System. Such notice must include, to the extent possible, the name of each individual whose Unsecured PHI or Sensitive Personal Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate shall also provide, to the extent possible, Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 C.F.R. § 164.404(c) and Section 521.053, Texas Business & Commerce Code at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. For purposes of this Agreement, a Breach of Unsecured PHI or Breach of Security System shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate (including any person, other than the individual committing the breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known to Business Associate following the exercise of reasonable diligence.

e. Mitigation. Business Associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any Use or Disclosure (as defined by 45 C.F.R. §160.103).

f. Sanctions. Business Associate shall apply appropriate sanctions in accordance with Business Associate's policies against any employee, subcontractor or agent who uses or discloses Covered Entity's PHI in violation of this Agreement or applicable law.

g. Covered Entity's Rights of Access and Inspection. From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Business Associate has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Business Associate related to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity or the safeguarding of such PHI to monitor compliance with this Agreement. Business Associate shall document and keep current such security measures and safeguards and make them available to Covered Entity for inspection upon reasonable request including summaries of any internal or external assessments Business Associate performed related to such security controls and safeguards. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (1) failure to detect or (2) detection but failure to require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. This Section shall survive termination of this Agreement.

h. United States Department of Health and Human Services. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on



behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA and the HIPAA regulations, provided that Business Associate shall promptly notify Covered Entity upon receipt by Business Associate of any such request for access by the Secretary of the United States Department of Health and Human Services, and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto, unless otherwise prohibited by law.

i. Training. Business Associate shall provide such training in the privacy and security of PHI to its Workforce (as that term is defined by 45 C.F.R. § 160.103) as is required for Business Associate's compliance with HIPAA, HIPAA Regulations, HITECH, and the MRPA.

6. Obligation to Provide Access, Amendment and Accounting of PHI.

a. Access to PHI. Business Associate shall make available to Covered Entity, in the time and manner designated by the Covered Entity, such information as necessary to allow Covered Entity to meet its obligations under the HIPAA Regulations, PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, and copies of, PHI in accordance with HIPAA and the HIPAA Regulations and MRPA. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made.

b. Amendment of PHI. Business Associate shall make available to Covered Entity PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA and the HIPAA Regulations. In addition, Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such information maintained by Business Associate. In the event that any individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

c. Accounting of Disclosures of PHI.

1) Record of Disclosures. Business Associate shall maintain a record of all disclosures of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, except for those disclosures identified in Section 6(c)(2) below, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure which includes an explanation of the reason for such disclosure. Business Associate shall make this record available to Covered Entity upon Covered Entity's request. If Business Associate maintains records in electronic form, Business Associate shall account for all disclosures made during the period of three (3) years preceding the request. In the event that any individual requests an accounting of

disclosures of PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made and provide Covered Entity with a record of disclosures within ten (10) days of an individual's request. If the request from an individual comes directly to Covered Entity and Covered Entity notifies Business Associate that it requires information from Business Associate in order to respond to the individual, Business Associate shall make available to Covered Entity such information as Covered Entity may require within ten (10) days from the time of request by Covered Entity.

2) Certain Disclosures Need Not Be Recorded. The following disclosures need not be recorded:

- a) disclosures to carry out Covered Entity's treatment, payment and health care operations as defined under the HIPAA Regulations;
- b) disclosures to individuals of PHI about them as provided by the HIPAA Regulations;
- c) disclosures for Covered Entity's facility's directory, to persons involved in the individual's care, or for other notification purposes as provided by the HIPAA Regulations;
- d) disclosures for national security or intelligence purposes as provided by the HIPAA Regulations;
- e) disclosures to correctional institutions or law enforcement officials as provided by the HIPAA Regulations;
- f) disclosures that occurred prior to the later of (i) the Effective Date or (ii) the date that Covered Entity is required to comply with HIPAA and the HIPAA Regulations;
- g) disclosures pursuant to an individual's authorization in accordance with HIPAA and the HIPAA Regulations; and
- h) any other disclosures excepted from the right to an accounting by the HIPAA Regulations.

7. Material Breach, Enforcement and Termination.

a. Term. This Agreement shall become effective on the Effective Date and shall continue unless or until this Agreement terminates, the Underlying Agreement terminates, or the Business Associate has completed performance of the services in the Underlying Agreement, whichever is earlier.

b. Termination. Either Party may terminate this Agreement:

- 1) immediately if the other Party is finally convicted in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;
- 2) immediately if a final finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the other Party has been joined; or completed performance of the services in the Underlying Agreement, whichever is earlier.
- 3) pursuant to Sections 7(c) or 8(b) of this Agreement.

c. Remedies. Upon a Party's knowledge of a material breach by the other Party, the non-breaching Party shall either:

- 1) provide an opportunity for the breaching Party to cure the breach and end the violation or terminate this Agreement and the Underlying Agreement if the breaching Party does not cure the breach or end the violation within ten (10) business days or a reasonable time period as agreed upon by the non-breaching party; or
- 2) immediately terminate this Agreement and the Underlying Agreement if cure is not possible.

d. Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

e. Indemnification. This indemnification provision is enforceable against the Parties only to the extent authorized under the Constitution and laws of the State of Texas. The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce.

f. Breach of PHI and Breach of System Security. To the extent permitted by the laws and the Constitution of the state of Texas, Business Associate will pay or reimburse Covered Entity for all costs and penalties incurred by Covered Entity in connection with any incident giving rise to a Breach of PHI and/or a Breach of System Security, including without limitation all costs related to any investigation,

any notices to be given, reasonable legal fees, or other actions taken to comply with HIPAA, the HITECH Act, or any other applicable law or regulation, where (i) the PHI was in the custody or control of Business Associate when the Breach of PHI and/or Breach of System Security occurred, or (ii) the Breach of PHI and/or Breach of System Security was caused by the negligence or wrongful acts or omissions of Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce.

8. General Provisions.

a. State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

b. Amendment. Covered Entity and Business Associate agree to enter into good faith negotiations to amend this Agreement to come into compliance with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event that Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations.

c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

d. Ambiguities. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security, and confidentiality of PHI, including, without limitation, MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act.

e. Primacy. To the extent that any provision of this Agreement conflicts with the provision of any other agreement or understanding between the Parties, this Agreement shall control.

f. Destruction/Return of PHI. Business Associate agrees that, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), upon termination of this Agreement or the Underlying Agreement, for whatever reason,

1) It will return or destroy all PHI, if feasible, received from or created or received by it on behalf of Covered Entity that Business Associate maintains in any form, and retain no copies of such information which for purposes of this Agreement shall mean all backup tapes. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. An authorized representative of Business Associate shall certify in writing to Covered Entity, within thirty (30) days from the date of termination or other expiration of the Underlying Agreement, that all

PHI has been returned or disposed of as provided above and that Business Associate or its subcontractors or agents no longer retain any such PHI in any form.

2) If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify the Covered Entity in writing. The notification shall include a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and the specific reasons for such determination. Business Associate shall comply with the Security Rule and extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

3) If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to comply with the Security Rule and extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

g. Offshore Work. In performing the functions, activities or services for, or on behalf of Covered Entity, Business Associate shall not, and shall not permit any of its agents or subcontractors who receive Covered Entity's PHI to, transmit or make available any PHI to any entity or individual outside the United States without prior written consent of Covered Entity.

h. Integration. This Agreement embodies and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof.

i. Governing Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Texas without regard to choice of law principles.

j. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate: The University of Texas at Austin  
Vice President of Legal Affairs

If to Covered Entity:

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

---

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

k. Privilege. Notwithstanding any other provision in this Agreement, this Agreement shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected, or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

l. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic (pdf) signatures shall be treated as if they are original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives in the manner legally binding upon them as of the date indicated below.

Williamson County

The University of Texas at Austin

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:  
*Mohini Patel*  
By: \_\_\_\_\_  
CA21577FB04F443...  
(Authorized Signature)

Name: Mohini Patel  
(Type or Print)

Title: Sr. Manager

Date: 2023-05-05 | 11:30:14 CDT

**Certificate Of Completion**

Envelope Id: DD6ADE7A84A449D4BCE704D7FF7CD11F

Status: Completed

Subject: Complete with DocuSign: UTAUS-DUA00000752 WilCo EMS Clean.docx

Source Envelope:

Document Pages: 18

Signatures: 2

Envelope Originator:

Certificate Pages: 1

Initials: 0

Mohini Patel

AutoNav: Enabled

1 University Station

Envelopeld Stamping: Enabled

Austin, TX 78712

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

mp33283@eid.utexas.edu

IP Address: 70.115.145.210

**Record Tracking**

Status: Original

Holder: Mohini Patel

Location: DocuSign

5/5/2023 11:28:21 AM

mp33283@eid.utexas.edu

**Signer Events****Signature****Timestamp**

Mohini Patel

mp33283@eid.utexas.edu

Sr. Manager

The University of Texas at Austin

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*Mohini Patel*

CA21577FB04F443...

Signature Adoption: Pre-selected Style

Using IP Address: 70.115.145.210

Sent: 5/5/2023 11:29:35 AM

Viewed: 5/5/2023 11:29:52 AM

Signed: 5/5/2023 11:30:14 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/5/2023 11:29:36 AM

Certified Delivered

Security Checked

5/5/2023 11:29:52 AM

Signing Complete

Security Checked

5/5/2023 11:30:14 AM

Completed

Security Checked

5/5/2023 11:30:14 AM

**Payment Events****Status****Timestamps**



**Commissioners Court - Regular Session****26.****Meeting Date:** 05/16/2023

Award of RFP #23RFP52 Maintenance, Repair Service, Inspection and Testing of Simplex Grinnell

**Submitted For:** Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on awarding RFP #23RFP52 Maintenance, Repair Service, Inspection and Testing of Simplex Grinnell Brand Devices on an "as needed" basis to the highest scoring proposer, Johnson Controls Fire Protection, LP and authorizing the execution of the agreement.

**Background**

Williamson County sent out over three thousand eight hundred (3,800) notifications with ten (10) document takers and three (3) submitting firms. One (1) firm was deemed non-responsive. The responses were reviewed, and the evaluation committee recommends Johnson Controls Fire Protection LP be awarded the Maintenance, Repair Service, Inspection and Testing of Simplex Grinnell Brand Devices on an "as needed" basis for Williamson County contract RFP #23RFP52. The contract term will begin October 1, 2023, and shall continue until September 30, 2025, with the option to renew for four (4) additional twelve (12) month terms with the terms and conditions remaining the same. Estimated budget is \$200,000.00. Funding Sources are 01.0100.0509.004500, 01.0100.0509.004509, and 01.0100.0509.004510. Christi Stromberg is the department point of contact.

---

**Fiscal Impact**

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

**Attachments**

Agreement

Recommendation Letter

Score Sheet

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 05/11/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

05/11/2023 08:51 AM

05/11/2023 10:19 AM

Started On: 05/08/2023 09:48 AM

---

---

**WILLIAMSON COUNTY**  
**SERVICES CONTRACT**  
(Johnson Controls Fire Protection LP)

---

---

**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 **Johnson Controls Fire Protection LP** (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 following:

- (a) As described in the **Service Provider’s Response to 23RFP52**, which is incorporated herein as if copied in full.

Should the County choose to add services in addition to those described, 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. 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 when signed by all parties. The contract term shall begin October 1, 2023, and shall continue until September 30, 2025 (“Initial Term”), unless terminated earlier pursuant to this Contract. At the end of the Initial Term of this

Contract, the parties, upon mutual agreement, shall have the option to renew this Contract for four (4) additional twelve (12) month terms, with the terms and conditions remaining the same. The total period of the contract, including all terms, shall not exceed seventy-two (72) months.

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 Contractor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this 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 twelve (12) month term.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on the fee schedule and pricing included in **Service Provider's Response to 23RFP52** (Exhibit C to Response).

Payment for 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.

This Contract is subject to funding availability and award of grant funds. In the event sufficient grant funds become reduced or unavailable, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

### 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. In the event of termination, the County will only be liable for its pro rata share of services rendered and good received.

**X.**

**Additional Rights and Remedies:** Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

**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.**

**Equal Opportunity Clause:** Service Provider agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. Service Provider shall not discriminate based on race, color, religion, sex, national origin, age, and handicap.

**XIV.**

**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.

**XV.**

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

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVII.**

**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.

#### **XVIII.**

**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.

#### **XIX.**

**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.

#### **XX.**

**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.

#### **XXI.**

**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.

#### **XXII.**

**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: [WilliamsonCountyVendorReimbursementPolicyMarch2023.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.

#### **XXIII.**

**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 (as if copied in full) into this Contract include the following:

- A. This Contract;
- B. Request for Proposal 23RFP52, including terms and conditions;
- C. Service Provider's Response to 23RFP52; and
- D. 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.

#### XXIV.

**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:**

Johnson Controls Fire Protection LP  
Name of Service Provider

Joe Hix  
Authorized Signature

JOE HIXON  
Printed Name

Date: May 3, 2023



Williamson County Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626  
512-943-1599  
512-930-3313 Fax  
[facilities@wilco.org](mailto:facilities@wilco.org)

Date: Tuesday, April 25, 2023

To: Williamson County Purchasing Department

Re: 23RFP52 – Simplex Grinnell Devices Solicitation Recommendations

The recommendation from the RFP Evaluation Committee is to award the Maintenance and Repair Services and Inspection and Testing of Simplex Grinnell Brand Name Devices for Williamson County contract to Johnson Controls Fire Protection, LP effective October 1, 2023. This evaluation was based on the evaluation criteria as outlined in solicitation number 23RFP52. Proposal pricing is within budget for these services.

Johnson Controls Fire Protection has a local branch office located in Austin, Texas, and has been doing business from this geographic area for the previous 50 year. Johnson Controls employs properly licensed staff in the applicable fields to ensure the contract can be fully inspected and tested as detailed in the solicitation. Presently, Johnson Controls is working with Williamson County Facilities Management staff on inspection and testing including repairs for fire alarm and related systems throughout Williamson County buildings. Johnson Controls has been working with Williamson County Facilities Management staff since 2003. Johnson Controls demonstrated experience working with multiple municipalities and governmental entities with scope of work that included but not limited to fire suppression systems; pre-action systems; fire hydrants; backflows; kitchen hoods; water supply systems; fire sprinkler systems to include inspections, testing and repairs.

Williamson County Facilities Management Department recommends that the Williamson County Commissioners Court award the contract to Johnson Controls Fire Protection, LP based on the committee's recommendation.

Sincerely,

Dale Butler  
Senior Director  
Williamson County Facilities Management

**Williamson County 23RFP52 - Simplex Grinnell Devices**  
**Maintenance & Repair Service & Inspection & Testing**  
**Evaluation Date 4/17/2023**

<b>Evaluation Criteria</b>	<b>Max Points</b>	<b>Blackhawk Fire &amp; Safety, LLC</b>	<b>Johnson Controls Fire Protection, LP</b>
Company Information	5	5.0	5.0
Respondent Questionnaire	30	24.3	30.0
Compensation and Fees	30	24.0	30.0
Responsiveness	15	15.0	15.0
Value Added Services	10	10.0	10.0
Products, Service and Solutions Offered	5	5.0	5.0
References	5	3.3	0.0
Litigation History	P/F	P	P
<b>Total</b>	<b>100</b>	<b>86.6</b>	<b>95.0</b>

Compensation

\$ 90,705.87 \$ 72,653.00

B J

**Commissioners Court - Regular Session****27.****Meeting Date:** 05/16/2023

Receive the May 2023 Construction Summary Report and PowerPoint Presentation

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Receive the May 2023 Construction Summary Report and PowerPoint Presentation.

**Background**

---

**Fiscal Impact**

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

**Attachments**

May 2023 Construction Summary Report

May 2023 PowerPoint Presentation

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:30 AM

Started On: 05/11/2023 09:14 AM



# ROAD BOND PROGRAM

## Construction Summary Report

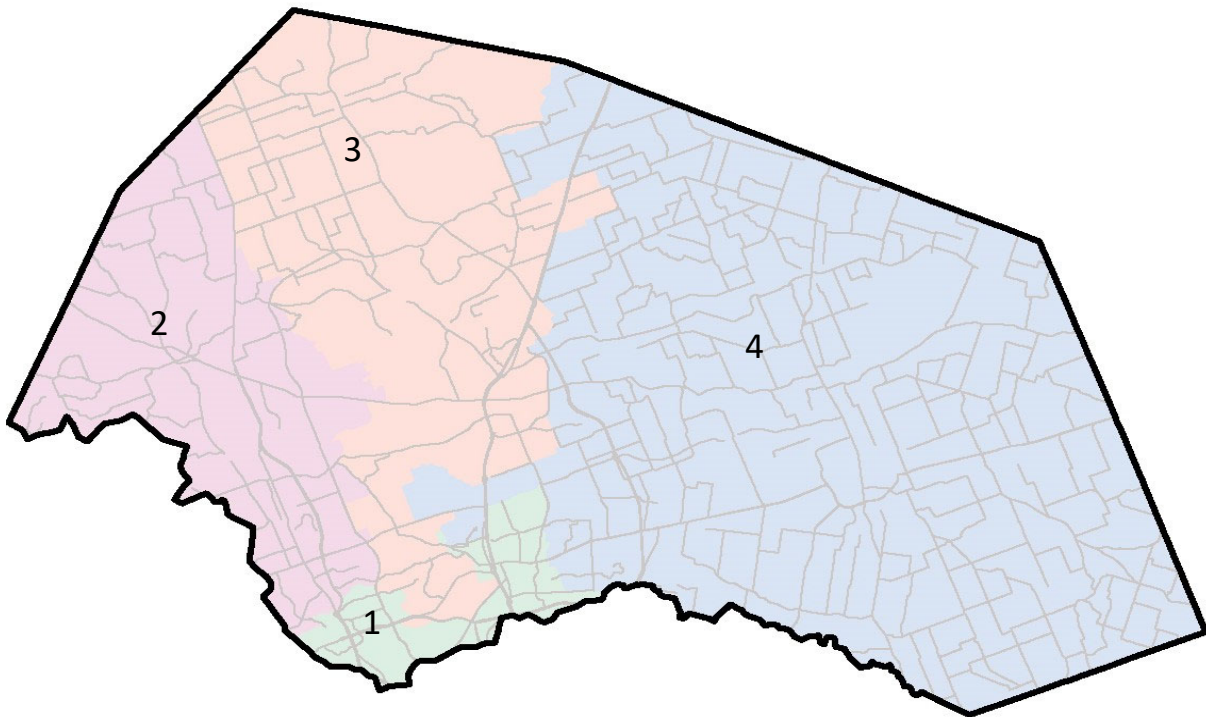
County Judge  
Bill Gravell, Jr.

Commissioners  
Terry Cook  
Cynthia Long  
Valerie Covey  
Russ Boles

# May 2023

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume XXII - Issue No.5



Presented By:

# HNTB

# Table of Contents



Completed Projects.....	1
PRECINCT No. 1 – Commissioner Terry Cook .....	5
North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive).....	8
PRECINCT No. 2 – Commissioner Cynthia Long .....	10
CR 200 Reconstruction (North of SH 29 to South of CR 201).....	13
CR 258 Extension (US 183 to Sunset Ridge Drive) .....	14
Ronald Reagan at Elizabeth Park Temporary Signals .....	16
PRECINCT No. 3 – Commissioner Valerie Covey .....	17
Great Oaks Drive Bridge at Brushy Creek .....	20
CR 111 Westinghouse Road .....	22
Southwest Bypass Extension .....	25
CR 245 Reconstruction .....	27
Corridor H/Sam Bass Road .....	29
PRECINCT No. 4 – Commissioner Russ Boles.....	31
CR 101 (US 79 to north of Chandler Road).....	34
Southeast Loop Segment 1, Phase 1 .....	35
Coupland Street Project (South Broad and Muery).....	37
CR 401 Reconstruction.....	38
CR 404 Hutto Water Line HDPE Pipe.....	40
CR 404 Hutto Water Line Realignment .....	41
Samsung Highway (Future County Road) (CR 404 to FM 973).....	42
FM 3349 at US 79 (FM 3349 from US to CR 404) .....	44
CR 366 (Chandler Road to Carlos G. Parker Boulevard) .....	46
Bud Stockton Extension (CR 305 to FM 487) .....	48
CR 404 at FM 973 Improvements .....	50
CR 307 and CR 305 (CR 307 North of CR 305) .....	52
Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404).....	54



# **WILLIAMSON COUNTY**

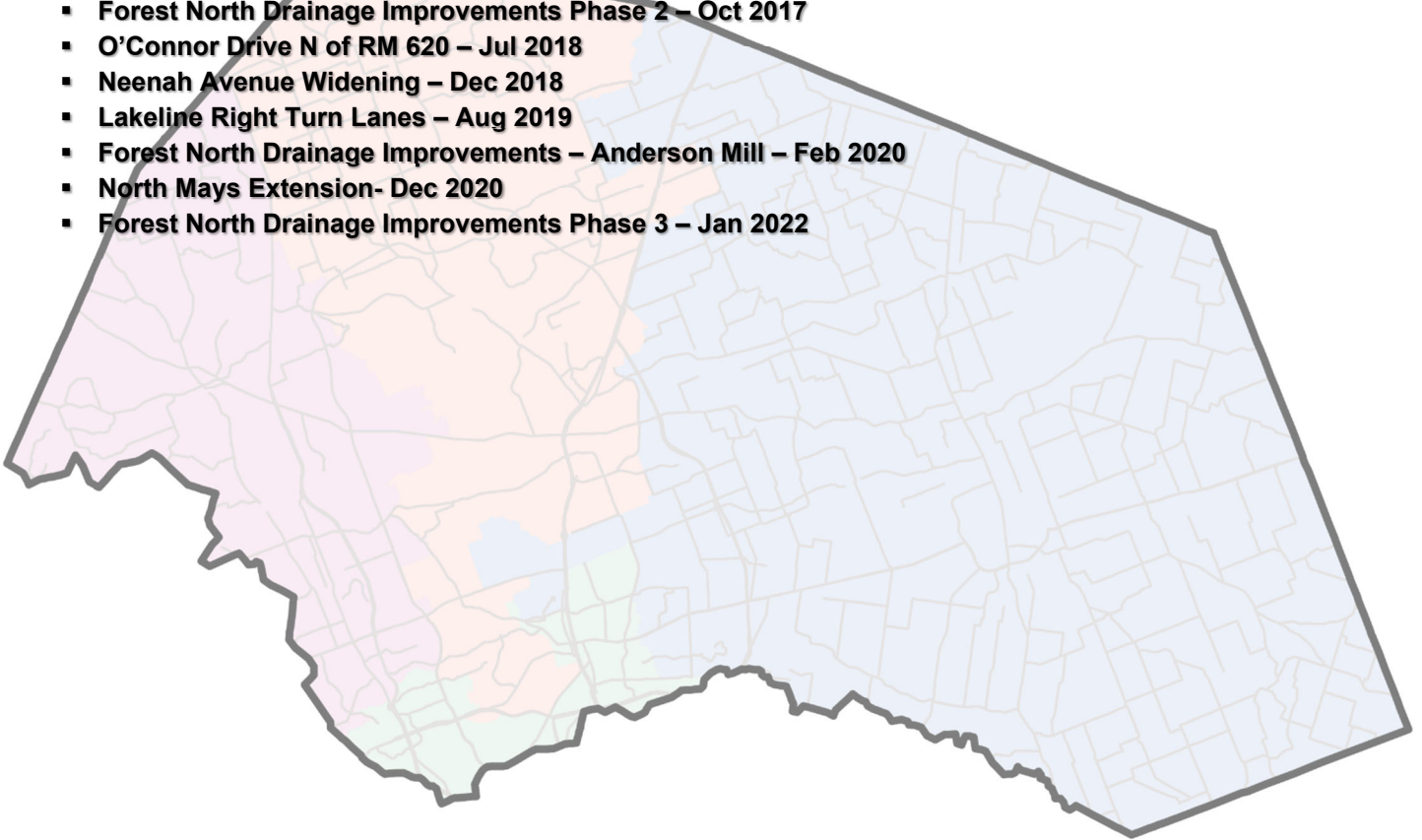
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2023

#### **Precinct 1**

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Forest North Drainage Improvements Phase 2 – Oct 2017
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Lakeline Right Turn Lanes – Aug 2019
- Forest North Drainage Improvements – Anderson Mill – Feb 2020
- North Mays Extension- Dec 2020
- Forest North Drainage Improvements Phase 3 – Jan 2022



# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2023

#### **Precinct 2**

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
- San Gabriel Ranch Road Bridge – Mar 2020
- Corridor F / US 183 Planning - Jan 2021
- Seward Junction Improvements – Mar 2021
- Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022
- CR 200 (CMTA Railroad to CR 201) – Oct 2022

# WILLIAMSON COUNTY

## ROAD BOND PROGRAM

### COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2023

#### Precinct 3

- 
- A map of Williamson County, Texas, with Precinct 3 highlighted in light blue. The map shows the county's irregular shape and internal road network. Precinct 3 is located in the western part of the county, covering areas around Georgetown and the Inner Loop. The map is overlaid with a grid of project locations, each marked with a small square icon.
- Cedar Hollow at SH 29 (signal) – Aug 2002
  - Georgetown Inner Loop Project 2 – Aug 2003
  - Georgetown Inner Loop Project 1 – Jun 2004
  - Georgetown Inner Loop East Extension – Sep 2004
  - County Road 152 Bridge Replacement – Sep 2004
  - Inner Loop East (CR 151 to Bus 35) – Oct 2005
  - Ronald Reagan Blvd North, Ph. 2 – May 2008
  - 12" Water Main Relo. for SH 29 Widening – Jun 2008
  - SH 29 / CR 104, Ph. 1 – Jul 2008
  - IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
  - SE Inner Loop at FM 1460 – Nov 2009
  - County Road 111 (Westinghouse Road) – Jun 2010
  - Williams Drive – Apr 2011
  - County Road 104, Phase 2 – May 2011
  - RM 2338 (PTF) – Jul 2011
  - SH 29 at Park Pl and Jack Nicklaus – May 2012
  - Ronald Reagan Blvd. North Phase 3 – Jun 2013
  - Ronald Reagan Blvd. North Phase 4 – Mar 2014
  - Madrid Drive Extension – Sep 2014
  - CR 245 – Sep 2015
  - IH 35 Northbound Frontage Road (PTF) – Oct 2015
  - Ronald Reagan North Phase 4 Fencing – Jan 2016
  - IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
  - Southwest Bypass Driveways – Aug 2016
  - RM 2243 at Escalera Right Intersection – Aug 2016
  - SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
  - Southwest Bypass Access Route – Jul 2017
  - Pearson Ranch Road – Oct 2017
  - Arterial H Extension Phase I – Feb 2018
  - Relo. of Williamson County Regional WL – Apr 2018
  - RM 620 Phase 2 – Jul 2018
  - Southwest Bypass Segment 1 – Sept 2018
  - Inner Loop Improvements – Dec 2018
  - Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
  - Southwest Bypass Segment 2 – Jan 2020
  - Great Oaks Dr. Water Line Relocations – Jun 2020
  - CR 176 @ RM 2243 – Oct 2020
  - Corridor H/Sam Bass Rd. Int. Signals – May 2021
  - Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
  - Ronald Reagan Boulevard at Sun City – Jun 2021
  - IH 35 Ramp Reversals/FR Conversion – Sept 2021
  - O'Connor Drive Traffic Signals – Nov 2021
  - Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
  - Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
  - Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
  - SH 29 at DB Wood Int. Improvements – Mar 2023



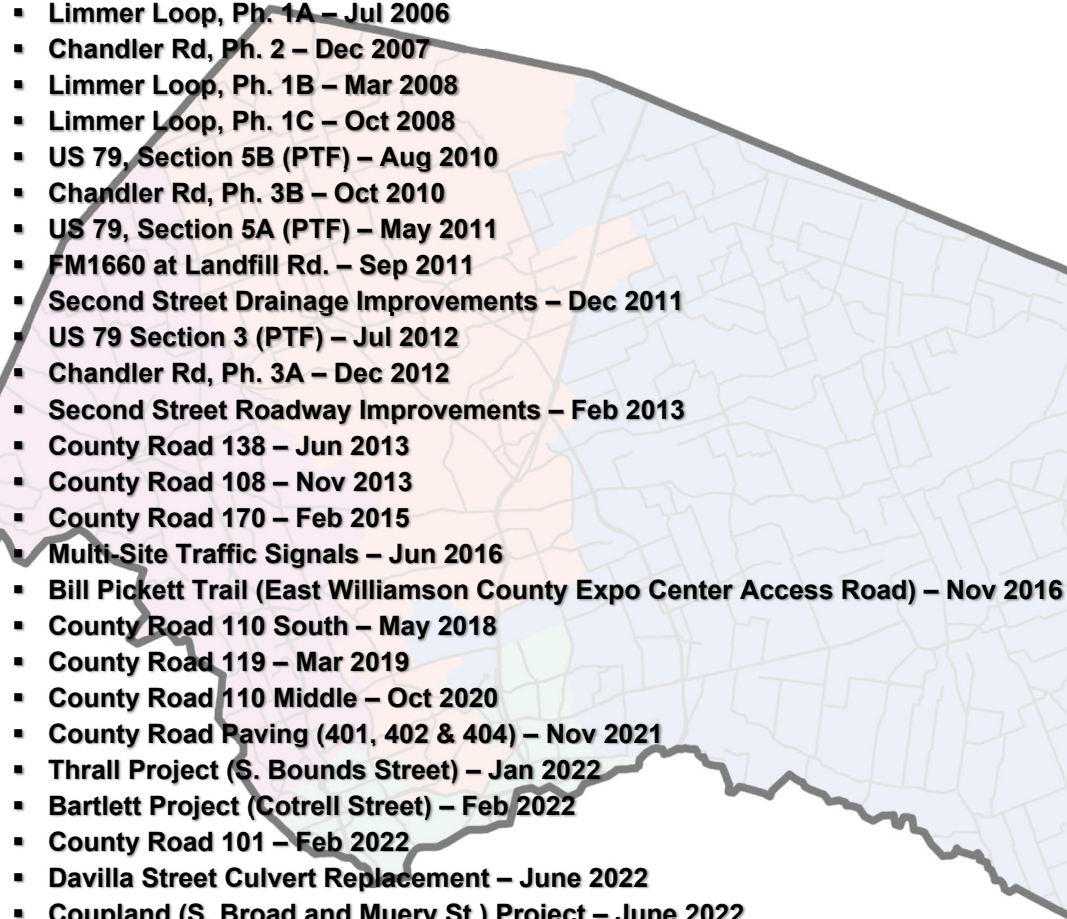
# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

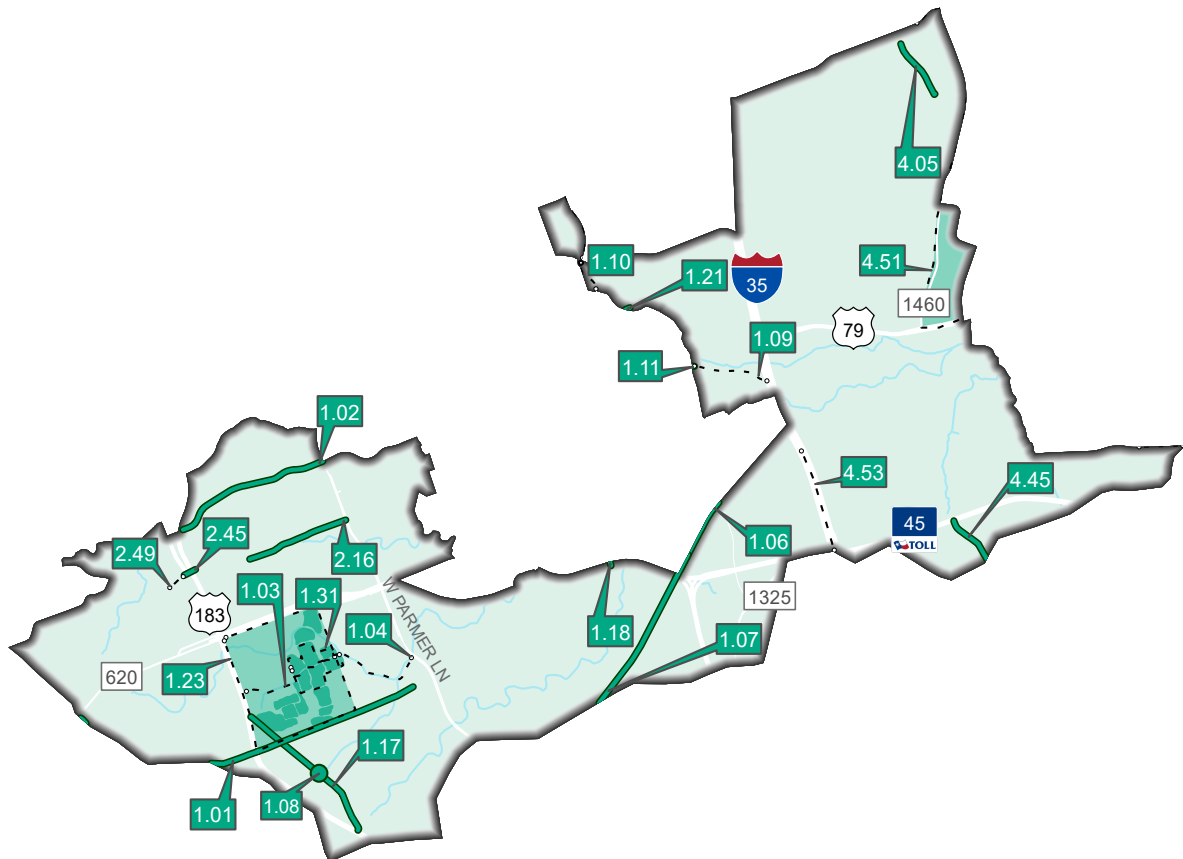
### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF APRIL 2023

#### **Precinct 4**

- 
- A map of Williamson County, Texas, with Precinct 4 highlighted in light blue. The map shows the county's irregular shape and internal road network. Precinct 4 is located in the western part of the county, roughly between the 97th and 101st meridians and the 32nd and 34th parallels. The list of completed projects is overlaid on the map, with some text appearing over the precinct boundary and some over the rest of the county.
- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
  - County Road 368 and 369 – Nov 2002
  - County Road 412 – Aug 2003
  - County Road 300 and 301 – Dec 2003
  - County Road 424 Bridge Replacement – Jan 2004
  - Chandler Rd. Extension, Ph. 1 – Mar 2005
  - County Road 112, Ph. 1 – Aug 2005
  - County Road 137 – Oct 2005
  - Limmer Loop, Ph. 1A – Jul 2006
  - Chandler Rd, Ph. 2 – Dec 2007
  - Limmer Loop, Ph. 1B – Mar 2008
  - Limmer Loop, Ph. 1C – Oct 2008
  - US 79, Section 5B (PTF) – Aug 2010
  - Chandler Rd, Ph. 3B – Oct 2010
  - US 79, Section 5A (PTF) – May 2011
  - FM1660 at Landfill Rd. – Sep 2011
  - Second Street Drainage Improvements – Dec 2011
  - US 79 Section 3 (PTF) – Jul 2012
  - Chandler Rd, Ph. 3A – Dec 2012
  - Second Street Roadway Improvements – Feb 2013
  - County Road 138 – Jun 2013
  - County Road 108 – Nov 2013
  - County Road 170 – Feb 2015
  - Multi-Site Traffic Signals – Jun 2016
  - Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
  - County Road 110 South – May 2018
  - County Road 119 – Mar 2019
  - County Road 110 Middle – Oct 2020
  - County Road Paving (401, 402 & 404) – Nov 2021
  - Thrall Project (S. Bounds Street) – Jan 2022
  - Bartlett Project (Cotrell Street) – Feb 2022
  - County Road 101 – Feb 2022
  - Davilla Street Culvert Replacement – June 2022
  - Coupland (S. Broad and Muery St.) Project – June 2022
  - CR 404 Hutto Water Line Realignment – Sept 2022
  - University Boulevard Widening – Apr 2023

## 2000/2006 Road Bond Program Projects Precinct 1 - Commissioner Cook



### Completed/Open to Traffic

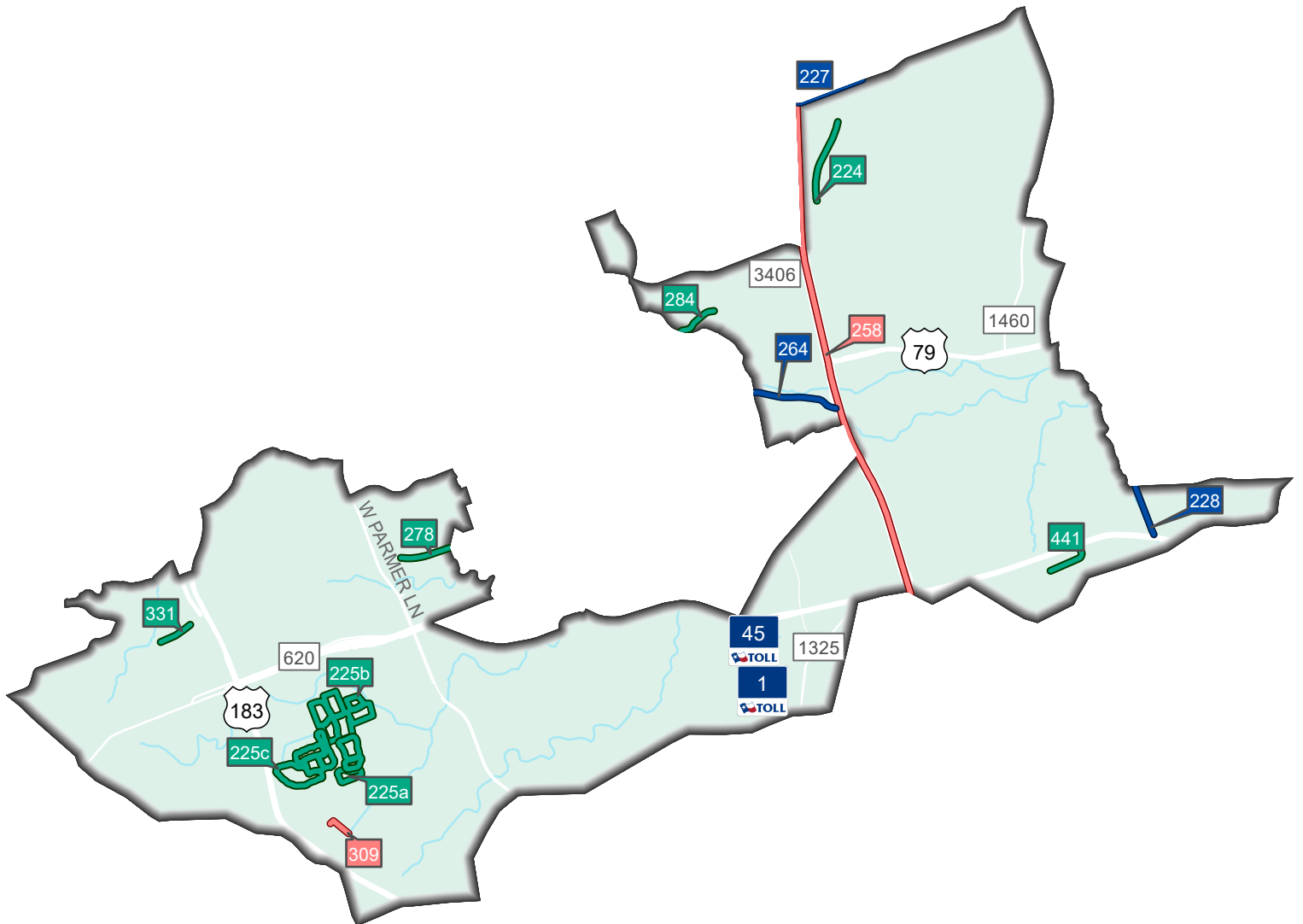
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage - Phase 1 ----
- 1.04 Lake Creek Drainage - Phase 2 ----
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility ----
- 1.10 Wyoming Springs North ----
- 1.11 RM 620 Interim Improvements - Phase 1
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45

- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Improvements - Phase 1 [---]
- 1.31 Forest North Drainage Improvements - Phase 2 [---]
- 1.31 Forest North Drainage Improvements - Phase 3 [---]
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
- 2.45 Lakeline Blvd. at US 183
- 2.49 Lakeline Blvd. Right Turn Lanes ----
- 4.05 CR 112 - Phase 1
- 4.45 CR 170
- 4.53 IH 35 Operational Analysis ----

[---] Study

# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 1 - Commissioner Cook



### In Design

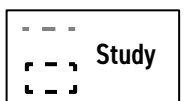
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

### Under Construction/Bidding

- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

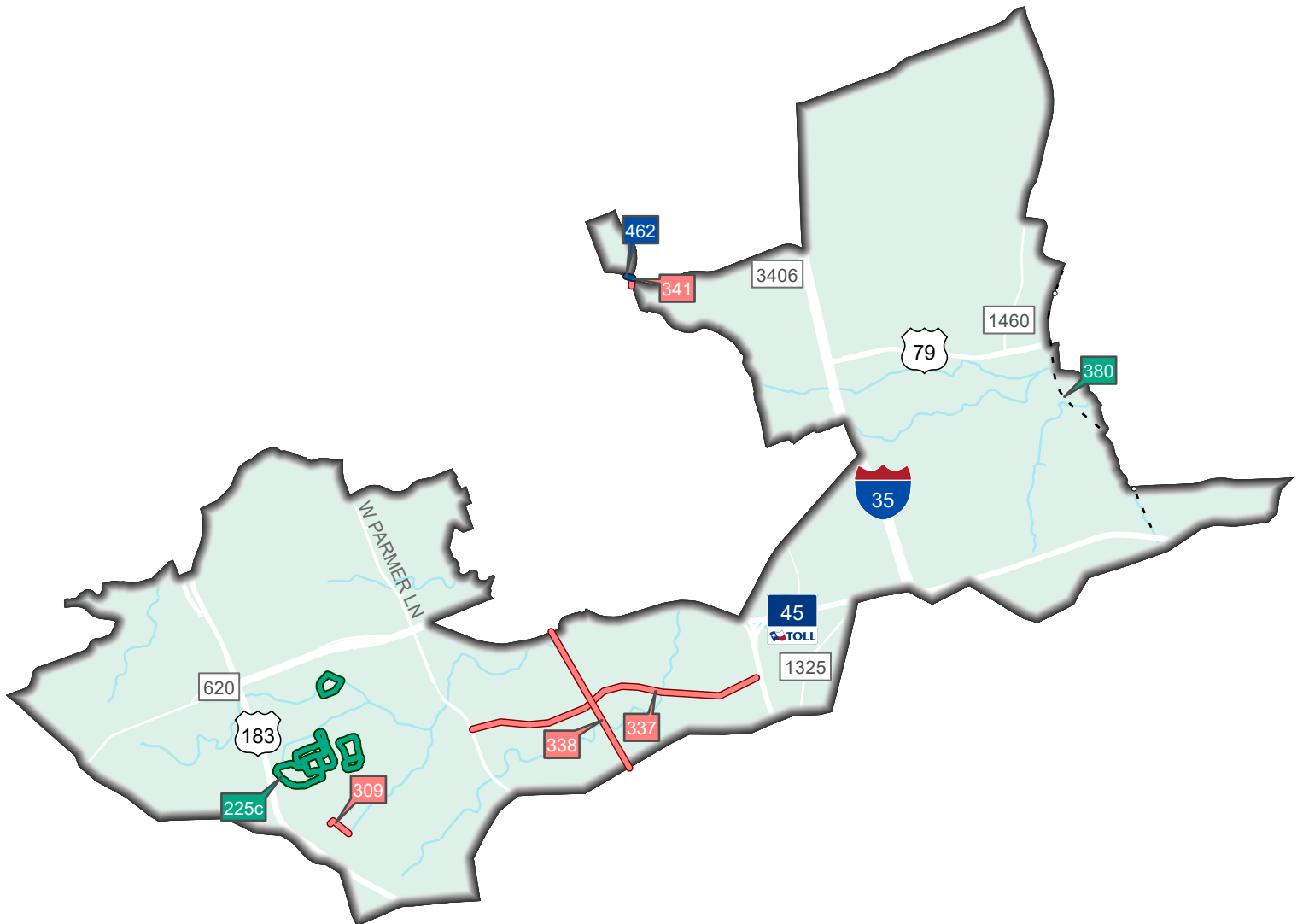
### Completed/Open to Traffic

- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 225a Forest North Drainage Improvements Anderson Mill Zone
- 225b Forest North Drainage Improvements Phase 2
- 225c Forest North Drainage Improvements Phase 3 (Design)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 331 Lakeline Boulevard Right Turn Lanes
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)



# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 1 - Commissioner Cook



### In Design

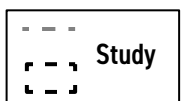
- 309 Pond Springs Road Area Drainage Improvements
- 337 Anderson Mill Road (FM734-Loop1)
- 338 RM 620/SH 45 intersection to McNeil Road
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)

### Under Construction/Bidding

- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

### Completed/Open to Traffic

- 225c Forest North Drainage Improvements Phase 3
- 380 MoKan (University Boulevard to SH 45)





**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)**  
**Project No. 1810-265**

Original Contract Price = \$10,775,835.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020		410	279	689	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	5
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	13
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	12	18
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	13	22
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	19	27
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	25	31
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	47	36
9	10/1/2019	10/31/2019	31	\$724,961.48	\$5,747,263.02	\$80,551.28	\$638,584.78	54	40
10	11/1/2019	11/30/2019	30	\$378,890.89	\$6,126,153.91	\$42,098.99	\$680,683.77	58	45
11	12/1/2019	12/31/2019	31	\$341,316.16	\$6,467,470.07	\$37,924.02	\$718,607.79	61	49
12	1/1/2020	1/31/2020	31	\$258,548.22	\$6,726,018.29	\$28,727.58	\$747,335.37	64	54
13	2/1/2020	2/29/2020	29	\$191,886.33	\$6,917,904.62	\$21,320.70	\$768,656.07	65	58
14	3/1/2020	3/31/2020	31	\$176,371.44	\$7,094,276.06	\$19,596.83	\$788,252.90	67	62
15	4/1/2020	4/30/2020	30	\$395,476.16	\$7,489,752.22	\$43,941.79	\$832,194.69	71	67
16	5/1/2020	5/31/2020	31	\$277,797.27	\$7,767,549.49	\$30,866.36	\$863,061.05	73	71
17	6/1/2020	6/30/2020	30	\$385,340.38	\$8,152,889.87	\$42,815.60	\$905,876.65	77	75
18	7/1/2020	7/31/2020	31	\$418,604.43	\$8,571,494.30	\$46,511.61	\$952,388.26	81	80
19	8/1/2020	8/31/2020	31	\$202,731.51	\$8,774,225.81	\$22,525.72	\$974,913.98	83	84
20	9/1/2020	9/30/2020	30	\$117,670.32	\$8,891,896.13	\$13,074.48	\$987,988.46	84	89
21	10/1/2020	10/31/2020	31	\$305,827.52	\$9,197,723.65	\$33,980.83	\$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	\$190,635.28	\$9,388,358.93	\$21,181.70	\$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	\$338,985.41	\$9,727,344.34	\$37,665.05	\$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	\$165,603.43	\$9,892,947.77	\$18,400.38	\$1,099,216.42	94	100
25	3/1/2021	5/31/2021	0	\$1,535,933.64	\$11,428,881.41	-\$1,099,216.42	\$0.00	97	100
26	6/1/2021	12/31/2021	0	\$18,800.00	\$11,447,681.41	\$0.00	\$0.00	97	100
27	1/1/2022	5/31/2022	0	\$264,978.20	\$11,712,659.61	\$0.00	\$0.00	99.67	100
28	6/1/2022	12/31/2022	0	\$37,397.98	\$11,750,057.59	\$0.00	\$0.00	99.99	100

4/30/2023 Comments - Oncor and ATS are troubleshooting electrical issues and switching out the illumination poles.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/5/2020	\$0.00	\$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/5/2020	\$24,898.11	\$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/6/2020	\$67,872.45	\$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/6/2020	\$21,002.40	\$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24" encasement to the relocation of the new City of Round Rock 12" Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	2/23/2021	\$194,528.81	\$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
6	3/23/2021	\$364,733.96	\$ 673,035.73

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
7	4/12/2022	\$302,109.20	\$ 975,144.93

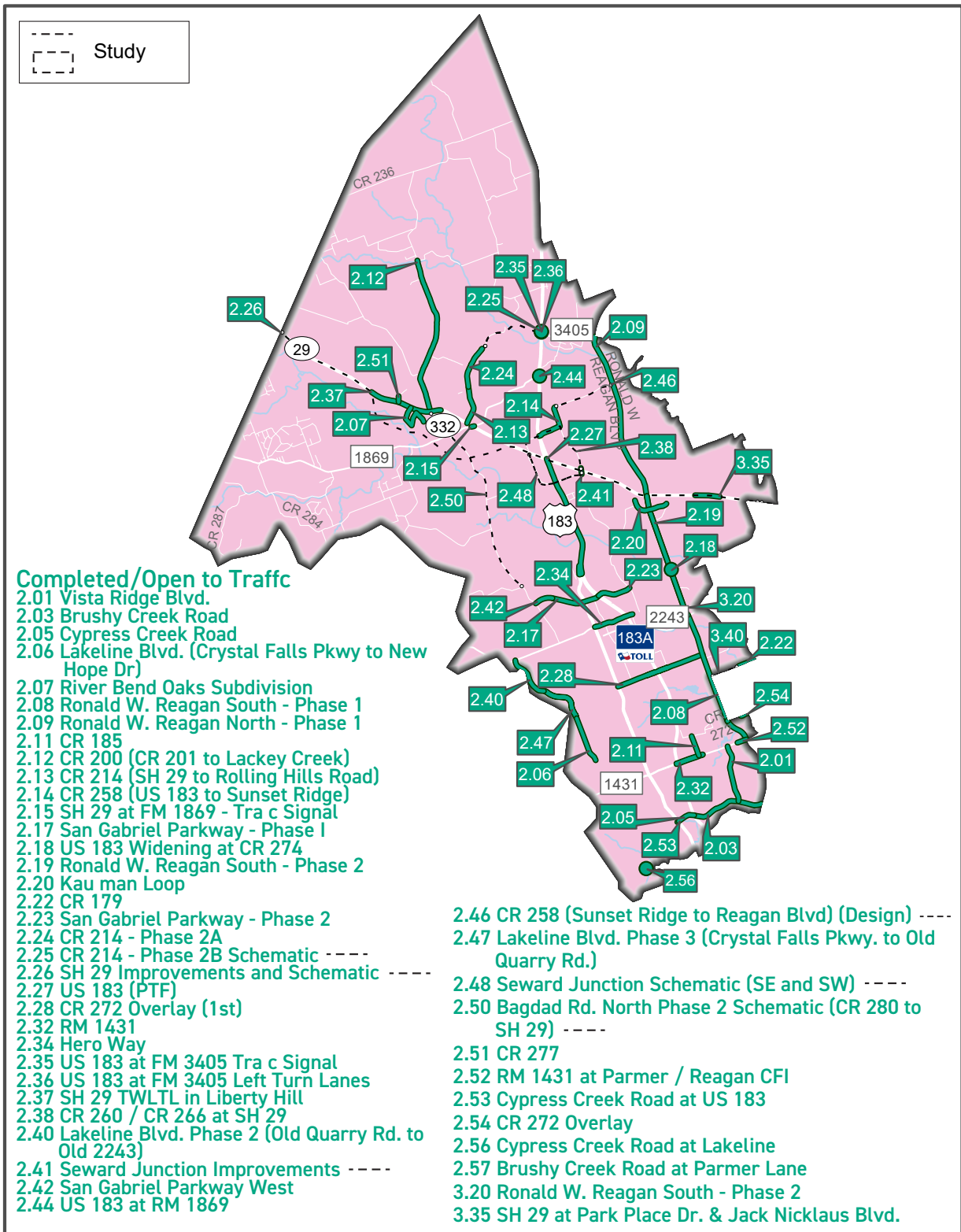
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

---

Adjusted Price = \$11,750,980.68

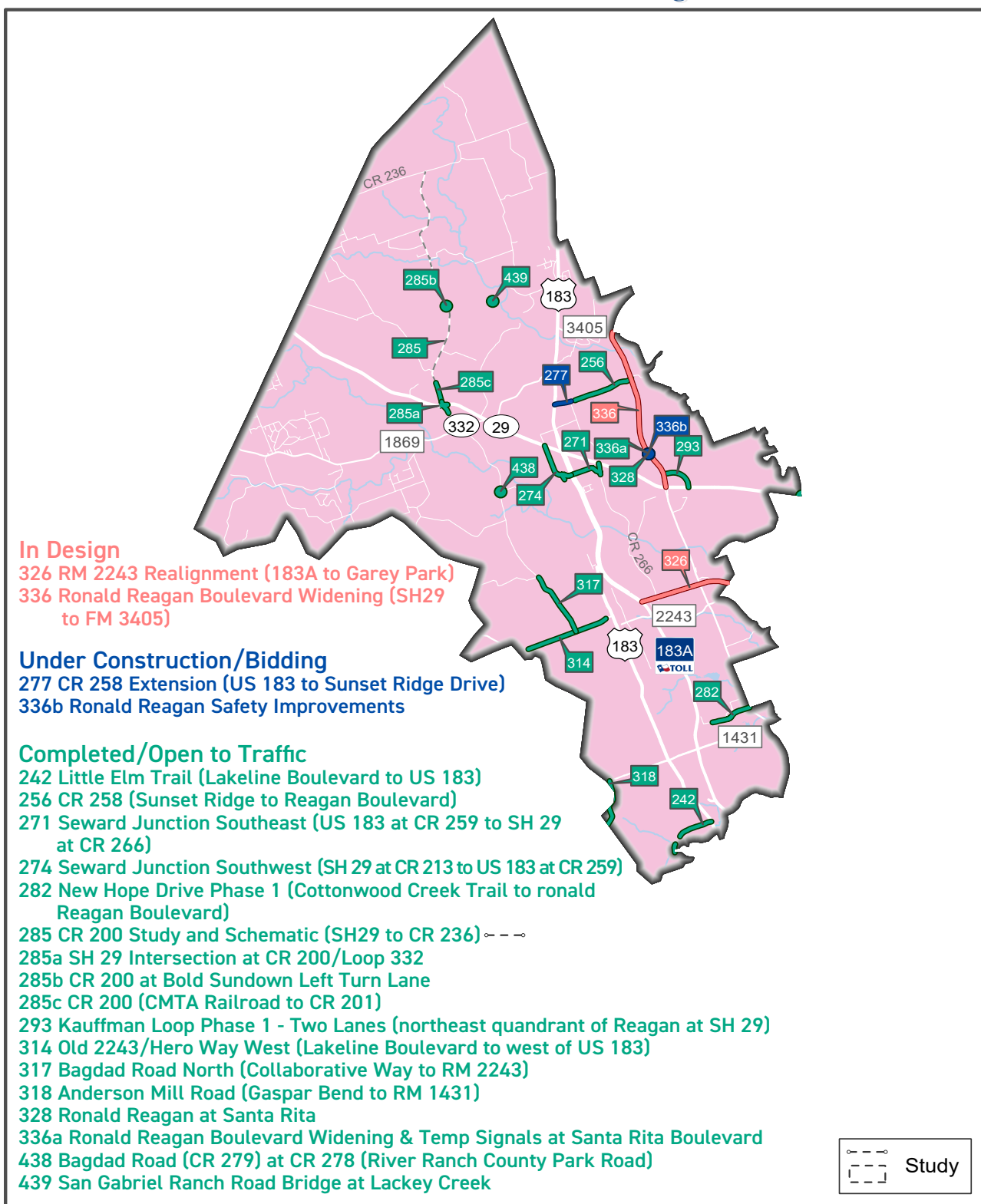
---

## 2000/2006 Road Bond Program Projects Precinct 2 - Commissioner Long

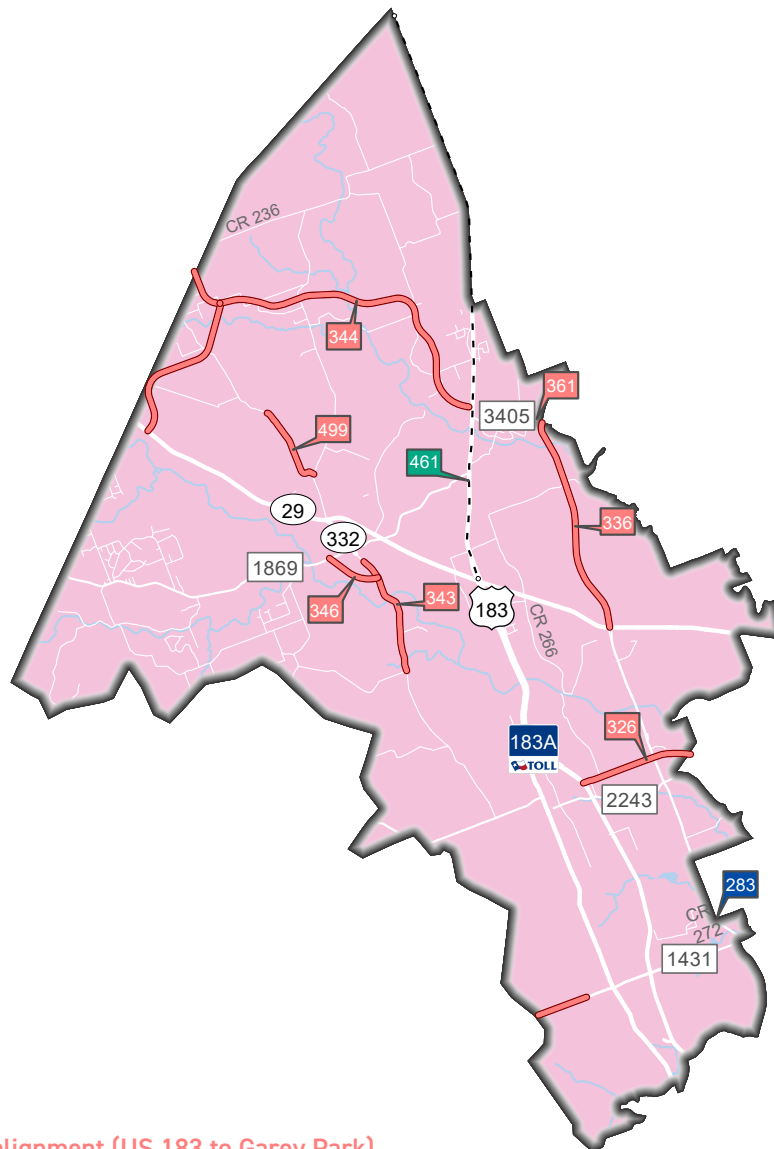


## 2013 ROAD BOND PROGRAM PROJECTS

### Precinct 2 - Commissioner Long



## 2019 ROAD BOND PROGRAM PROJECTS Precinct 2 - Commissioner Long



### In Design

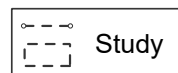
- 326 RM 2243 Realignment (US 183 to Garey Park)
- 336 Ronald Reagan Boulevard Widening (SH29 FM 3405)
- 343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
- 344 Corridor I2 (Burnet County Line to US 183)
- 346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
- 348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
- 361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

### Under Construction/Bidding

- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

### Completed/Open to Traffic

- 461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29) ---



**CR 200 Reconstruction**  
**Project No. T5023**

Original Contract Price = \$4,975,515.09

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/8/2021	9/30/2021	11/15/2021	11/25/2021	10/7/2022		308	0	308	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/15/2021	12/3/2021	19	\$322,884.45	\$322,884.45	\$35,876.05	\$35,876.05	8	6
2	12/4/2021	12/31/2021	28	\$243,429.75	\$566,314.20	\$27,047.75	\$62,923.80	14	15
3	1/1/2022	1/28/2022	28	\$322,421.76	\$888,735.96	\$35,824.64	\$98,748.44	21	24
4	1/29/2022	2/28/2022	31	\$522,074.39	\$1,410,810.35	\$58,008.27	\$156,756.71	34	34
5	3/1/2022	3/28/2022	28	\$360,789.80	\$1,771,600.15	\$40,087.75	\$196,844.46	42	44
6	3/29/2022	4/29/2022	32	\$353,052.72	\$2,124,652.87	\$39,228.08	\$236,072.54	51	54
7	4/30/2022	5/27/2022	28	\$352,739.26	\$2,477,392.13	\$39,193.25	\$275,265.79	59	63
8	5/28/2022	7/1/2022	35	\$185,880.12	\$2,663,272.25	\$20,653.35	\$295,919.14	64	74
9	7/2/2022	8/1/2022	31	\$258,962.10	\$2,922,234.35	\$28,773.57	\$324,692.71	70	84
10	8/2/2022	9/2/2022	32	\$660,525.72	\$3,582,760.07	\$73,391.74	\$398,084.45	86	95
11	9/3/2022	9/30/2022	28	\$865,676.01	\$4,448,436.08	-\$307,300.04	\$90,784.41	98	104
12	10/1/2022	10/31/2022	6	\$95,705.92	\$4,544,142.00	\$1,953.18	\$92,737.59	100	100
13	11/1/2022	3/31/2023	0	\$61,767.99	\$4,605,909.99	-\$46,213.25	\$46,524.34	100	100

4/30/2023 Comments - The required vegetative coverage has been achieved and the Engineer of Record is preparing an acceptance letter to send to TCEQ.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/14/2022	\$ 26,798.12	\$ 26,798.12

1. Design Error and Omission: 1B.Other: This Change Order provides payment for additional drainage pipes needed to maintain positive drainage during the PH 1 construction of the detours. It also provides payment for the roadway signage called out in the plans, but not accounted for in the bid tabs and stripe elimination needed for the different phases of construction. 2. Differing Site Conditions (unforeseeable) 2G:Unadjusted Utility (Unforeseeable) This Change Order also provides payment to the contractor for lowering an AT&T line in-place so that Culvert 1 could be installed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2022	\$ 4,058.92	\$ 30,857.04

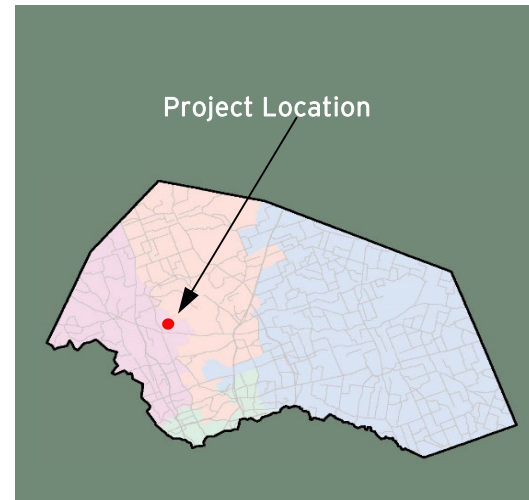
4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for replacing the existing concrete driveways at the entrances to the City of Liberty Hill's Park and revising the asphalt driveway quantity. With the existing driveways being concrete, it was requested by the City to go back in concrete.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/22/2023	-353,937.79	-323,080.75

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable) This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = \$4,652,434.34





## CR 258 Extension

(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles

Roadway Classification: Major Collector

Project Schedule: October 2022 - January 2024

Estimated Construction Cost: \$6.3 Million



## APRIL 2023 IN REVIEW

4/7/2023: Joe Bland Construction (JBC) continued roadway excavation and placing embankment in various locations at both ends of the project. JBC began potholing the existing gas pipelines before excavating the ditch on the south side of CR 258 and placed flexible base over the pipeline crossing.

4/14/2023: JBC continued roadway excavation and placing embankment in various locations at both ends of the project. JBC began forming a tie-in of concrete pipe to the box culvert at the east end of the project.

4/21/2023: JBC continued placing flexible base and processing embankment for the driveway at Sunset Ridge. The contractor continued forming tie-in of concrete pipe to the box culvert at the east end of the project.

4/28/2023: JBC continued excavation and placing embankment throughout the project. JBC continued placing flexible base on CR 258 Extension. The contractor continued pouring concrete riprap in various locations.



Design Engineer: American  
Structurepoint  
Contractor: Joe Bland Construction  
Construction Observation:  
Bruce Thurin, HNTB

Williamson County  
Road Bond Program



**CR 258 Extension  
Project No. 22IFB141**

Original Contract Price = \$5,836,754.36

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/14/2022	9/27/2022	11/28/2022	12/8/2022				395		395
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	11/1/2022	11/30/2022	0	\$47,590.20	\$47,590.20	\$5,287.80	\$5,287.80	1	0
2	12/1/2022	1/31/2023	55	\$536,565.20	\$584,155.40	\$59,618.36	\$64,906.16	10	14
3	2/1/2023	2/28/2023	28	\$463,314.38	\$1,047,469.78	\$51,479.37	\$116,385.53	19	21
4	3/1/2023	3/31/2023	31	\$354,614.85	\$1,402,084.63	\$39,401.65	\$155,787.18	25	29

4/30/2023      Comments- Contractor continued roadway excavation and embankment, placing flexible base and installing culvert pipes in various locations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/11/2022	\$ -	\$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	11/22/2022	\$ 422,565.69	\$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Adjusted Price = \$6,259,320.05

**Ronald Reagan at Elizabeth Park Temporary Signals**  
**Project No. 23IFB21**

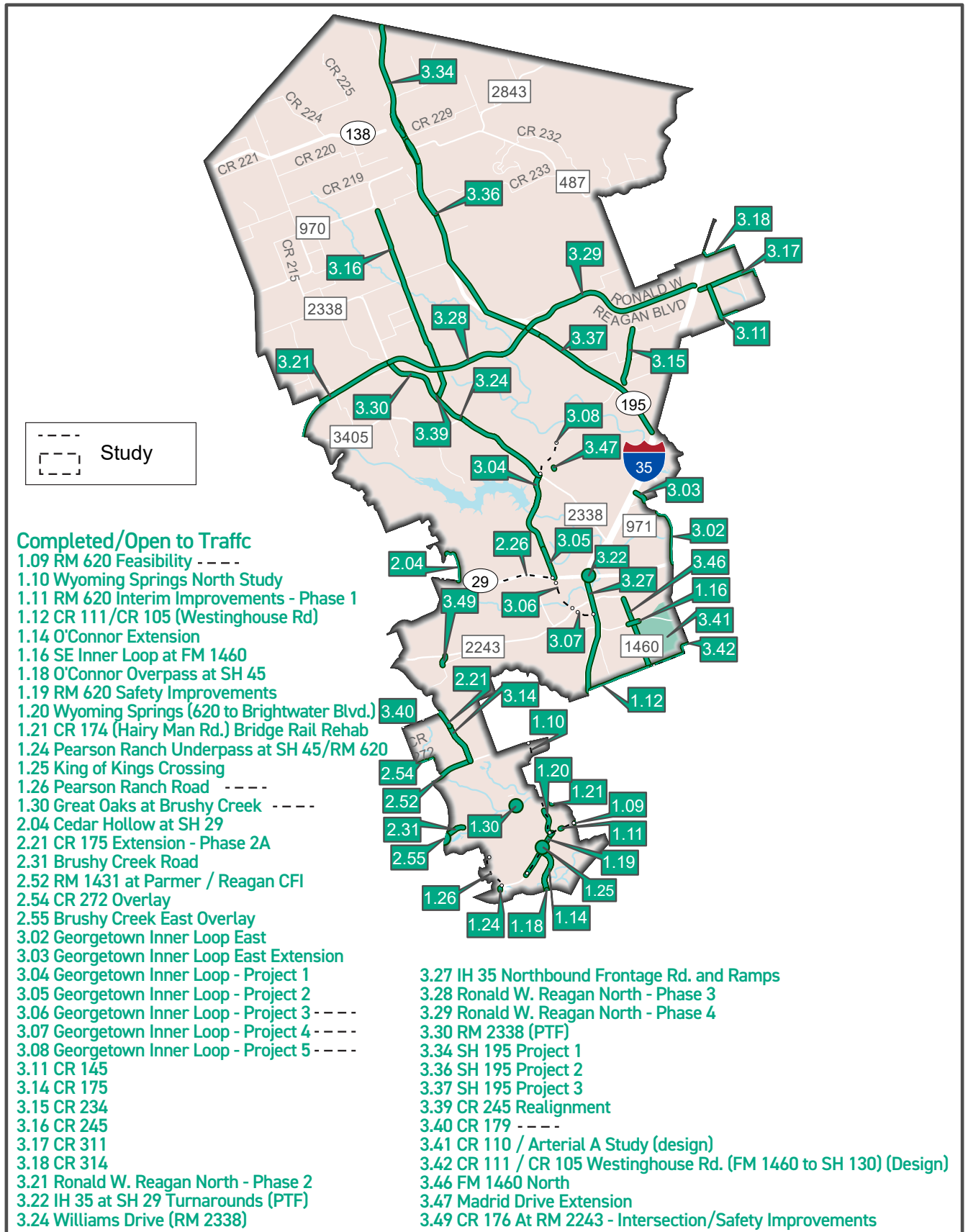
Original Contract Price = \$216,902.22

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/7/2023	2/28/2023	4/7/2023	4/17/2023			135		135

4/30/2023      Comments - Notice to Proceed was issued on 4/7/23 with time charges starting on 4/17/23. The construction activities are scheduled to start on 5/8/23.

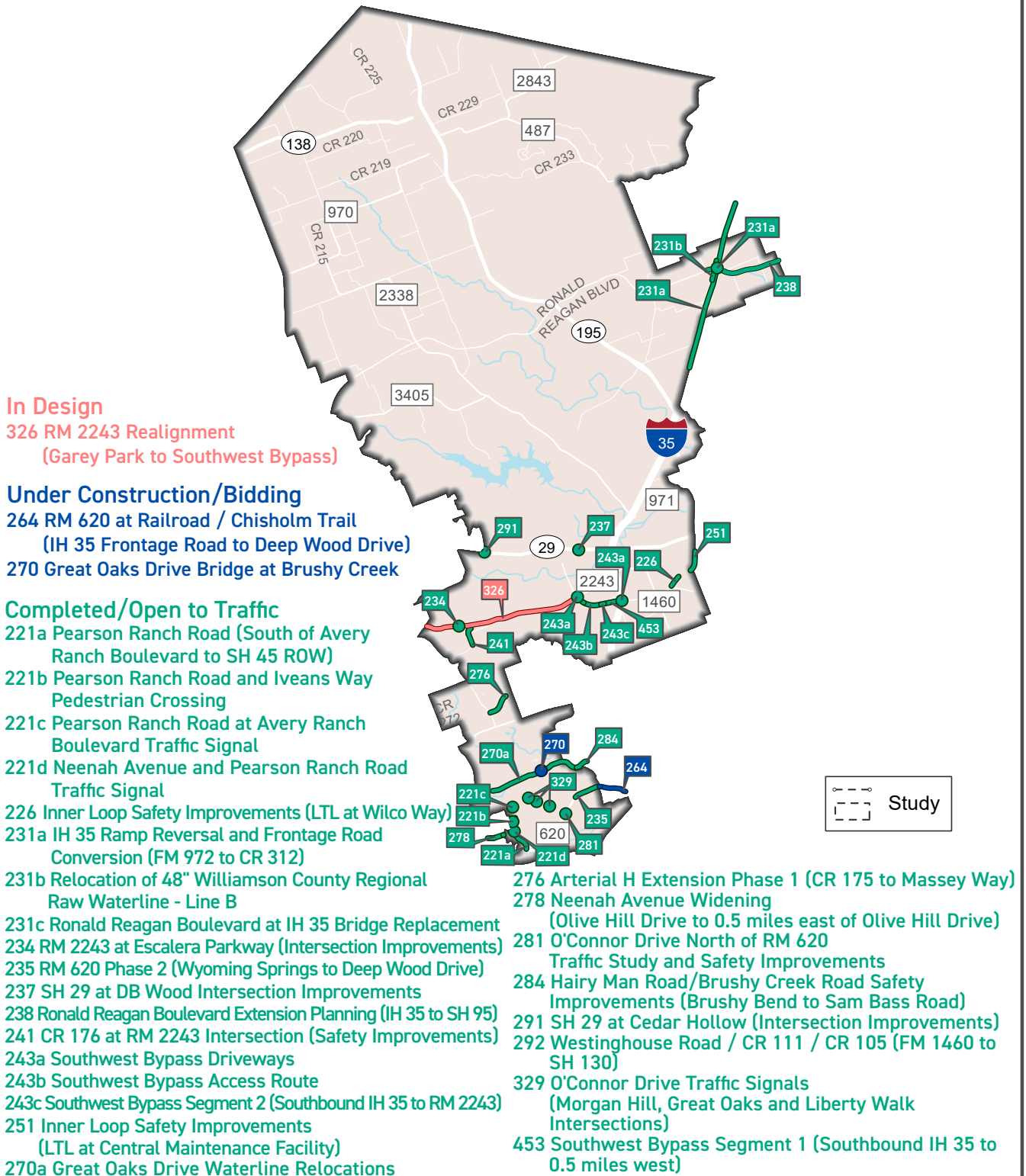
Adjusted Price = \$216,902.22

## 2000/2006 Road Bond Program Projects Precinct 3 - Commissioner Covey

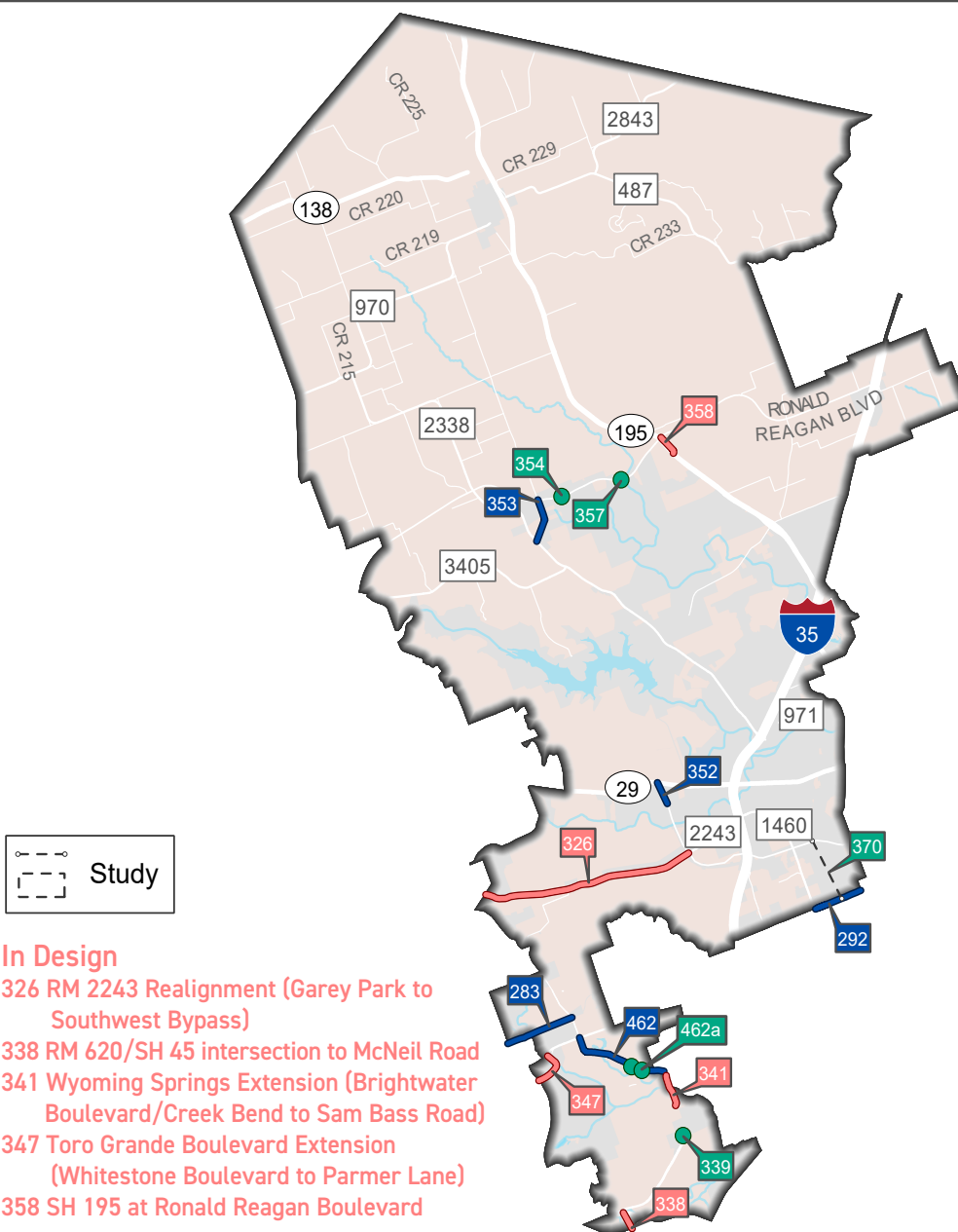


## 2013 ROAD BOND PROGRAM PROJECTS

### Precinct 3 - Commissioner Covey



### Precinct 3 - Commissioner Covey



## In Design

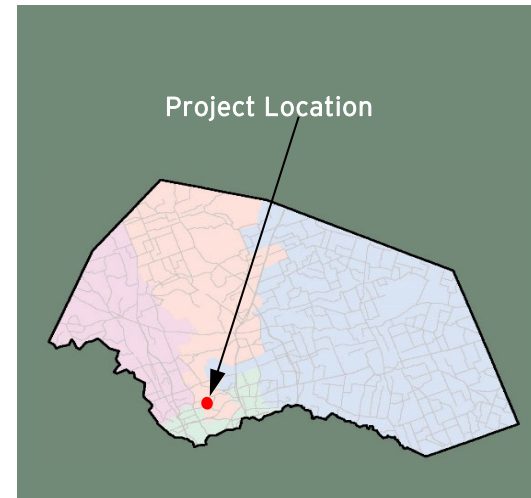
- 326 RM 2243 Realignment (Garey Park to Southwest Bypass)
- 338 RM 620/SH 45 intersection to McNeil Road
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
- 358 SH 195 at Ronald Reagan Boulevard

### Under Construction/Bidding

- 292 CR111/CR105 Westinghouse (FM 1460 to SH 130)  
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)  
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)  
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)  
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

### Completed/Open to Traffic

- 339 Wyoming Springs Intersection Improvements (At Smyers Lane)  
354 Ronald Reagan at Silver Spur Boulevard  
357 Ronald Reagan at Sun City Boulevard  
370 MoKan (Georgetown Inner Loop to University Boulevard) — — —  
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)



## Great Oaks Drive Bridge at Brushy Creek

(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles

Roadway Classification: Major Collector

Project Schedule: September 2021 - Spring 2023

Estimated Construction Cost: \$10.7 Million



## APRIL 2023 IN REVIEW

4/7/2023: DeNucci Constructors poured the leveling pad and began setting forms for the coping at Wall 2L. DeNucci processed and graded the flexible base for the north section of the parking lot under Span 2 of the bridge.

4/14/2023: DeNucci formed and poured one panel section of wall and three panel footings at retaining Wall 1B. Subcontractor Greater Austin set the remaining bridge beams on all spans and began preparing for the deck panels.

4/21/2023: DeNucci formed and poured two sections of the retaining Wall 1B along the south bank of Brushy Creek. DeNucci poured the remaining concrete trail and the sidewalk leading to the Duck Pond. Subcontractor Greater Austin began installing safety rail on the Great Oaks bridge.

4/28/2023: DeNucci Constructors completed the subgrade on Great Oaks Drive south of the bridge. Subcontractor Greater Austin formed and poured the remaining approach slabs at Abutment 6 and the Brushy Creek Abutment.



Design Engineer: P.E. Structural  
Contractor: DeNucci Constructors  
Construction Observation:  
Tracy Cooper, HNTB

Williamson County  
Road Bond Program



**Great Oaks Drive Improvements at Brushy Creek**  
**Project No. T4327**

Original Contract Price = \$10,580,634.11

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/30/2021	8/3/2021	9/3/2021	9/13/2021			585		585	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/13/2021	9/30/2021	18	\$299,881.08	\$299,881.08	\$33,320.12	\$33,320.12	3	3
2	10/1/2021	10/31/2021	31	\$305,937.90	\$605,818.98	\$33,993.10	\$67,313.22	6	8
3	11/1/2021	11/30/2021	30	\$353,916.66	\$959,735.64	\$39,324.07	\$106,637.29	10	14
4	12/1/2021	12/31/2021	31	\$323,378.73	\$1,283,114.37	\$35,930.97	\$142,568.26	13	19
5	1/1/2022	1/31/2022	31	\$388,799.66	\$1,671,914.03	\$43,199.97	\$185,768.23	17	24
6	2/1/2022	2/28/2022	28	\$496,378.98	\$2,168,293.01	\$55,153.22	\$240,921.45	22	29
7	3/1/2022	3/31/2022	31	\$243,581.01	\$2,411,874.02	\$27,064.55	\$267,986.00	25	34
8	4/1/2022	4/30/2022	30	\$232,084.08	\$2,643,958.10	\$25,787.13	\$293,773.13	27	39
9	5/1/2022	5/31/2022	31	\$754,642.60	\$3,398,600.70	\$83,849.18	\$377,622.31	35	45
10	6/1/2022	6/30/2022	30	\$340,143.43	\$3,738,744.13	\$37,793.71	\$415,416.02	39	50
11	7/1/2022	7/31/2022	31	\$475,914.67	\$4,214,658.80	\$52,879.41	\$468,295.43	44	55
12	8/1/2022	8/31/2022	31	\$373,966.90	\$4,588,625.70	\$41,551.87	\$509,847.30	47	60
13	9/1/2022	9/30/2022	30	\$334,474.19	\$4,923,099.89	\$37,163.80	\$547,011.10	51	65
14	10/1/2022	10/31/2022	31	\$596,227.60	\$5,519,327.49	\$66,247.51	\$613,258.61	57	71
15	11/1/2022	11/30/2022	30	\$150,522.30	\$5,669,849.79	\$16,724.70	\$629,983.31	59	76
16	12/1/2022	12/31/2022	31	\$210,284.10	\$5,880,133.89	\$23,364.90	\$653,348.21	61	81
17	1/1/2023	1/31/2023	31	\$487,668.38	\$6,367,802.27	\$54,185.38	\$707,533.59	66	86
18	2/1/2023	2/28/2023	28	\$319,021.56	\$6,686,823.83	\$35,446.84	\$742,980.43	69	91
19	3/1/2023	3/31/2023	31	\$481,061.68	\$7,167,885.51	\$53,451.29	\$796,431.72	74	97

4/30/2023 Comments - Contractor continued working on Phase 4 of the Great Oaks bridge; roadway, storm drain, traffic signals, and parking lot paving work also progressed this period. Anticipated completion date is Spring of 2023.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/29/2022	\$ 29,487.96	\$ 29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2022	\$ 100,234.16	\$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/2/2023	27,926.96	157,649.08

1A: Incorrect PS&E. This Change Order adds items to pay for traffic rail Junction Boxes, a 36' tall traffic signal pole, an Electric Service TY A, a Guardrail End Treatment, and Removable Work Zone Pavement Markings. These items of work were not properly addressed in the project plan set.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/2/2023	11,820.42	169,469.50

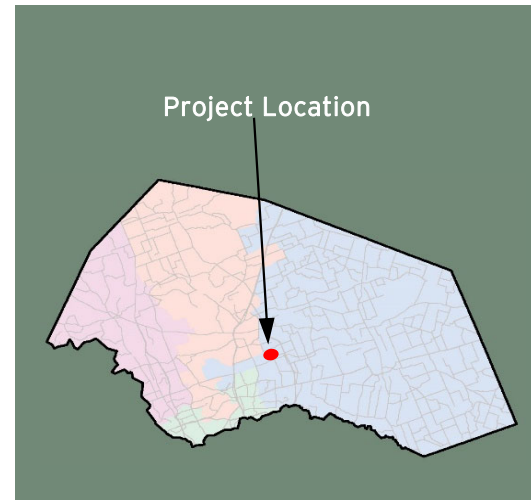
3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/22/2023	2,831.80	172,301.30

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional signs needed at the Oak Ridge Drive and Great Oaks Drive intersection during Phase 3 construction. This Change Order also adds an item to pay for water valves to be adjusted on the southwest corner of the existing Great Oaks Drive and Brushy Creek Road intersection.

Adjusted Price = \$10,752,935.41





**CR 111 Westinghouse Road  
(FM 1460 to SH 130 and CR 110 North to CR 111)**

**Project Length: 4.633 Miles  
Roadway Classification: Rural Collector**

**Project Schedule: January 2022 - Spring 2024  
Estimated Construction Cost: \$22.1 Million**



## APRIL 2023 IN REVIEW

4/7/2023: Capital Excavation placed curb and gutter at various locations throughout the project. Capital excavated for driveways at FM 1460. The paving subcontractor paved asphalt on Anders Street.

4/14/2023: Capital Excavation continued to place reinforcing steel and pour concrete for the apron at headwall for Culvert 10. The contractor continued boring 12-inch steel casing across the road east of the Gateway School.

4/21/2023: Capital Excavation placed concrete for the Circle K Gas Station Driveway. The contractor continued excavating for Culvert 1 and placed a 36-inch reinforced concrete pipe.

4/28/2023: Capital Excavation poured concrete for the footing and headwall at the north side of Culvert 6 and the east side of Culvert CR 104. Capital installed various drainage lines east of FM 1460.



**Design Engineer: Steger Bizzell  
Contractor: Capital Excavation  
Construction Observation:  
Chuck Evans, HNTB**

**Williamson County  
Road Bond Program**

**CR 111 Westinghouse Road**  
**Project No. 22IFB39**

Original Contract Price = \$21,024,332.88

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/15/2021	1/11/2022	1/20/2022	1/30/2022			700		700	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/1/2022	2/28/2022	28	\$142,149.86	\$142,149.86	\$15,794.43	\$15,794.43	1	4
2	3/1/2022	3/31/2022	31	\$1,624,724.26	\$1,766,874.12	\$180,524.92	\$196,319.35	9	8
3	4/1/2022	4/30/2022	30	\$1,286,121.32	\$3,052,995.44	\$142,902.37	\$339,221.72	15	13
4	5/1/2022	5/31/2022	31	\$1,110,146.62	\$4,163,142.06	\$123,349.64	\$462,571.36	21	17
5	6/1/2022	6/30/2022	30	\$482,208.08	\$4,645,350.14	\$53,578.66	\$516,150.02	23	21
6	7/1/2022	7/31/2022	31	\$787,719.86	\$5,433,070.00	\$87,524.44	\$603,674.46	27	26
7	8/1/2022	8/31/2022	31	\$822,906.88	\$6,255,976.88	\$91,434.10	\$695,108.56	31	30
8	9/1/2022	9/30/2022	30	\$1,707,686.45	\$7,963,663.33	\$189,742.92	\$884,851.48	40	35
9	10/1/2022	10/31/2022	31	\$1,107,286.40	\$9,070,949.73	\$123,031.82	\$1,007,883.30	46	39
10	11/1/2022	11/30/2022	30	\$518,917.48	\$9,589,867.21	\$57,657.50	\$1,065,540.80	48	43
11	12/1/2022	12/31/2022	31	\$1,285,779.15	\$10,875,646.36	-\$493,138.36	\$572,402.44	52	48
12	1/1/2023	1/31/2023	31	\$620,120.59	\$11,495,766.95	\$32,637.93	\$605,040.37	55	52
13	2/1/2023	2/28/2023	28	\$846,149.01	\$12,341,915.96	\$44,534.15	\$649,574.52	59	56
14	3/1/2023	3/31/2023	31	\$639,962.65	\$12,981,878.61	\$33,682.25	\$683,256.77	62	61

4/30/2023 Comments - Contractor continued to work on roadway construction, storm sewer pipe and box culverts, and installation of water lines.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/3/2022	\$233,364.00	\$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/3/2022	\$7,553.84	\$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/14/2022	\$20,307.20	\$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/13/2022	\$454,267.40	\$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	11/22/2022	\$41,134.66	\$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	11/22/2022	\$24,159.20	\$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	12/14/2022	\$28,440.00	\$ 809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	12/14/2022	\$276,200.00	\$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	4/25/2023	\$14,282.00	\$ 1,099,708.30

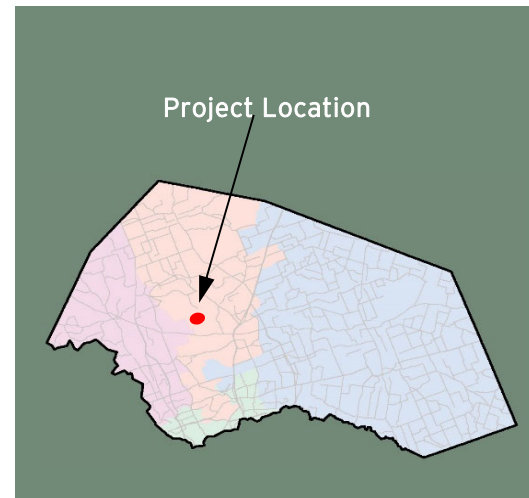
1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

---

Adjusted Price = \$22,124,041.18

---





## Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)

**Project Length: .905 Miles**  
**Roadway Classification: Minor Arterial**

**Project Schedule: August 2022 - Summer 2023**  
**Estimated Construction Cost: \$4.3 Million**



## APRIL 2023 IN REVIEW

4/7/2023: Joe Bland Construction (JBC) formed and placed mow strip at Lobo's Lair and Rattlesnake Cave. Subcontractor BMP placed seed and fertilizer on SH 29 and Southwest Bypass.

4/14/2023: JBC formed and placed the sidewalk along Wolf Ranch. The contractor placed flowable fill for block-outs at the metal beam guard fence. Subcontractor Austin Traffic Signal set traffic signal boxes and installed wiring for traffic signals.

4/21/2023: JBC continued placing topsoil along Southwest Bypass. Subcontractor Austin Traffic Signal set traffic signal poles, mast arms, signal heads and traffic detection.

4/28/2023: JBC continued placing topsoil under the bridge and over the Enterprise gas line. Subcontractor Lone Star Paving paved asphalt on Southwest Bypass and Wolf Ranch.



**Design Engineer: LJA**  
**Contractor: Joe Bland Construction**  
**Construction Observation:**  
**Dave Thomas, HNTB**

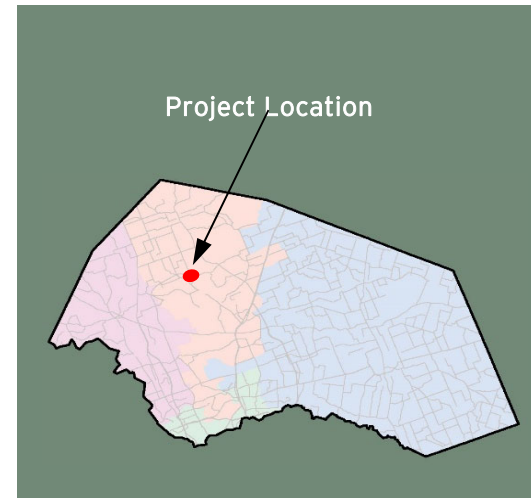
**Williamson County**  
**Road Bond Program**

**Project Name: Southwest Bypass Extension**  
**Project No. 22IFB110**

Original Contract Price = \$4,288,543.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/23/2022	7/12/2022	8/18/2022	8/29/2022			239		239	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/29/2022	8/31/2022	3	\$77,542.20	\$77,542.20	\$8,615.80	\$8,615.80	2	1
2	9/1/2022	9/30/2022	30	\$126,769.50	\$204,311.70	\$14,085.50	\$22,701.30	5	14
3	10/1/2022	10/31/2022	31	\$460,653.35	\$664,965.05	\$51,183.71	\$73,885.01	17	27
4	11/1/2022	11/30/2022	30	\$148,852.80	\$813,817.85	\$16,539.20	\$90,424.21	21	39
5	12/1/2022	12/31/2022	31	\$180,500.40	\$994,318.25	\$20,055.60	\$110,479.81	26	52
6	1/1/2023	1/31/2023	31	\$308,200.50	\$1,302,518.75	\$34,244.50	\$144,724.31	34	65
7	2/1/2023	2/28/2023	28	\$424,385.10	\$1,726,903.85	\$47,153.90	\$191,878.21	45	77
8	3/1/2023	3/31/2023	31	\$778,428.08	\$2,505,331.93	-\$60,018.63	\$131,859.58	61	90
4/30/2023	Comments - Contractor placed Ty B and Ty D HMA asphalt and continued installation of traffic signal, placing concrete for the shared-used-path, ribbon curb, curb and gutter, and a concrete median.								
						Adjusted Price = \$4,288,543.00			





**CR 245 Reconstruction  
(North of RM 2338 to Ronald Reagan Boulevard)**

**Project Length: 0.962 Miles  
Roadway Classification: Suburban Arterial**

**Project Schedule: January 2023 - Spring 2024  
Estimated Construction Cost: \$6.97 Million**



## APRIL 2023 IN REVIEW

4/7/2023: Joe Bland Construction (JBC) continued roadway excavation and embankment for Phase 1 work areas on the south end of the project. Subcontractor Wylie began drill shafts for bridge bents 2 through 4.

4/14/2023: JBC finished processing flexible base by Rocky Hollow. Subcontractor Greater Austin began forming columns and bridge abutment. Subcontractor Lone Star Paving began paving for Phase 1 detour.

4/21/2023: JBC continued roadway embankment. Subcontractor DIJ began removing existing striping and installing work zone striping on temporary pavement.

4/28/2023: JBC moved the road closure up to the intersection of CR 245 and Ronald Reagan and began excavation. Subcontractor Greater Austin poured concrete for the south bridge abutment and began tying steel for the bent caps.



**Design Engineer: Bridgefarmer  
Contractor: Joe Bland Construction  
Construction Observation:  
Joseph Jones, HNTB**

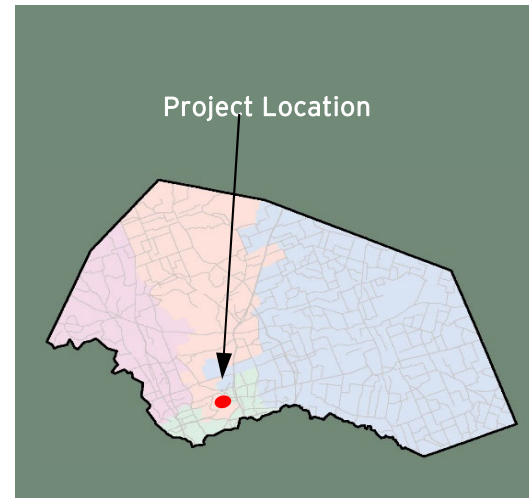
**Williamson County  
Road Bond Program**

**Project Name: CR 245 Extension**  
**Project No. 23IFB12**

Original Contract Price = \$6,969,195.21

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/6/2022	12/13/2022	2/1/2023	2/10/2023				423		423
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/10/2023	2/28/2023	19	\$143,464.59	\$143,464.59	\$15,940.51	\$15,940.51	2	4
2	3/1/2023	3/31/2023	31	\$355,908.11	\$499,372.70	\$39,545.35	\$55,485.86	8	12
4/30/2023	Comments - The contractor continued roadway excavation and pouring bridge abutments and columns. The full closure of CR 245 started on 3/6/23 and will be closed for 180 days to allow the contractor to build the new bridge over the tributary creek.								
							Adjusted Price =	\$6,969,195.21	





**Corridor H/Sam Bass Road  
(RM 1431 to Wyoming Springs Drive)**

**Project Length: 2.578 Miles  
Roadway Classification: Urban Minor Arterial**

**Project Schedule: January 2022 - March 2024  
Estimated Construction Cost: \$36.1 Million**



## APRIL 2023 IN REVIEW

4/7/2023: Cash Construction met with landowners near various water line relocations letting them know work is beginning soon. Subcontractor began setting erosion control measures at various locations near proposed water line relocations.

4/14/2023: Cash Construction potholed for the Aqua Water and the BCMUD water lines in various locations. Survey subcontractor continued to stake out the water lines at various locations.

4/21/2023: Subcontractor Badger potholed for the Aqua Water line, the BCMUD water lines, and the Round Rock water line in various locations.

4/28/2023: Cash Construction began removing property fencing at various locations in preparation for the water line relocations. Subcontractor Austin Wood Recycling began removing brush and trees at various locations. Subconsultant Source Power performed utility work near Thousand Oaks.



Design Engineer: K Friese  
Contractor: Cash Construction  
Construction Observation:  
Tracy Cooper, HNTB

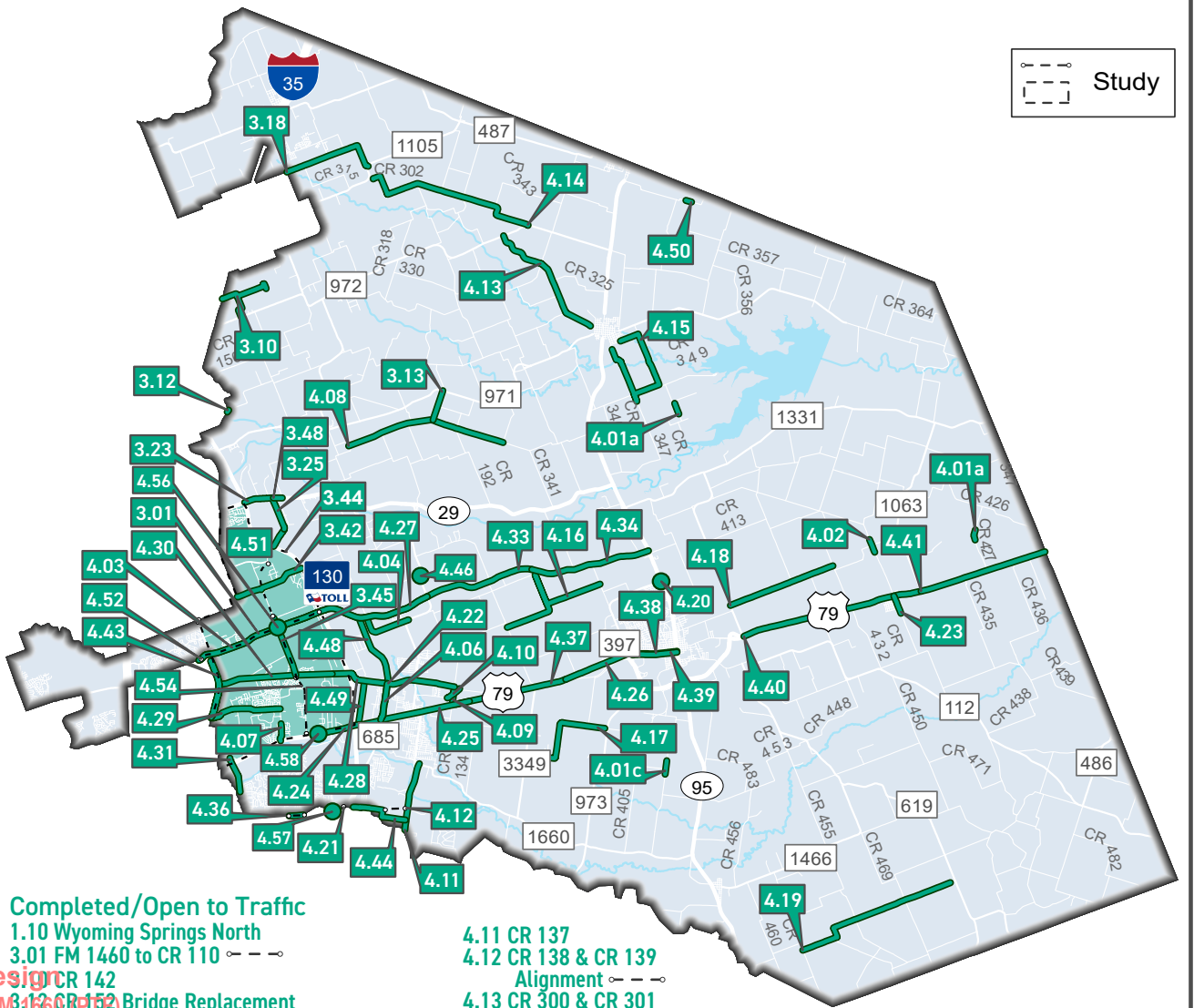
Williamson County  
Road Bond Program

**Corridor H/Sam Bass Road**  
**Project No. 23IFB8**

Original Contract Price = \$36,145,959.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/1/2023	4/30/2023	30	\$21,095.55	\$21,095.55	\$2,343.95	\$2,343.95	0	3
4/30/2023	Comments - The Contractor continued to submit materials submittals for approval. Utility companies continued relocation of their facilities and the contractor began removing property fences and potholing for the City of Round Rock and the Brushy Creek MUD water line work. The Contractor started the BCMUD water line installation.								
							Adjusted Price = \$36,145,959.00		

# 2000/2006 Road Bond Program Projects Precinct 4 - Commissioner Boles



## Completed/Open to Traffic

- 1.10 Wyoming Springs North
- 3.01 FM 1460 to CR 110
- 3.12 CR 142
- 3.13 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.18 CR 314
- 3.23 SH 29/CR 104 - Phase 1
- 3.25 CR 104 - Phase 2
- 3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
- 3.44 CR 110 North (North of CR 107 to North of Sam Houston)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 4.01a CR 427 Bridge Replacement
- 4.01b CR 390 Bridge Replacement
- 4.01c CR 406 Bridge Replacement
- 4.02 CR 424 Bridge Replacement
- 4.03 Chandler Road - Phase 1
- 4.04 CR 100
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136

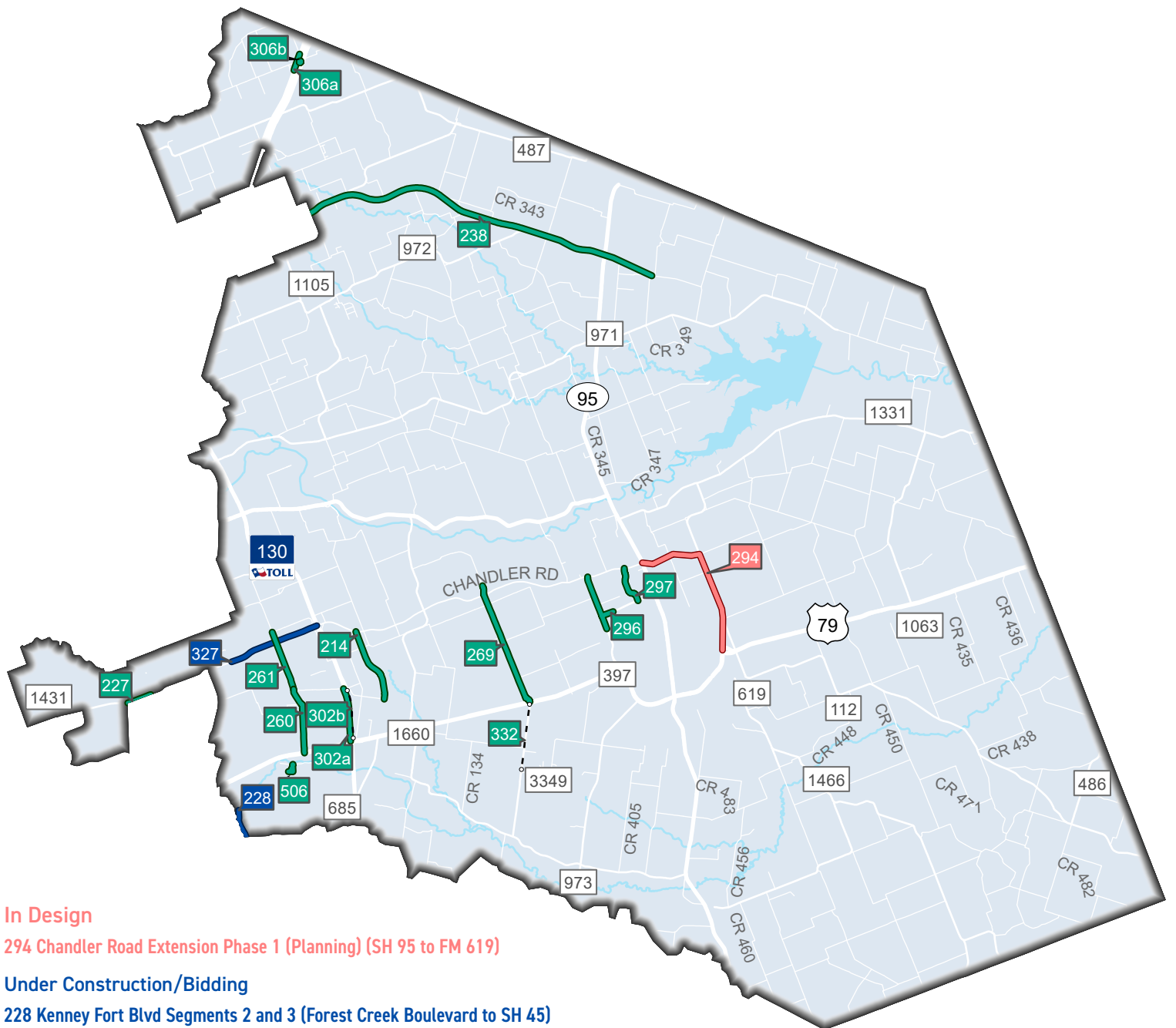
- 4.11 CR 137
- 4.12 CR 138 & CR 139
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 397 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop - Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 - Section 1
- 4.25 US 79 - Section 2
- 4.26 US 79 - Section 3A
- 4.27 Chandler Rd. - Phase 2
- 4.28 Limmer Loop - Phase 1B
- 4.29 CR 113 / Old Settlers Blvd.
- 4.30 Limmer Loop - Phase 1C
- 4.31 Kenney Fort Boulevard - Phase 1
- 4.33 Chandler Rd. - Phase 3A
- 4.34 Chandler Rd. - Phase 3B
- 4.36 Gattis School Road

- 4.37 US 79 - Section 3 (PTF)
- 4.38 2nd Street Improvements
- 4.39 2nd Street Drainage Improvements
- 4.40 US 79 Section 5A (PTF)
- 4.41 US 79 Section 5B (PTF)
- 4.43 FM 1460 Section 2
- 4.44 CR 138
- 4.46 FM 1660 at Landfill Rd. (CR 128)
- 4.48 CR 119
- 4.49 CR 108
- 4.50 CR 351 at Donahoe Creek
- 4.51 CR 110 / Arterial A
- 4.52 University Blvd. (Chandler Rd.) Expansion
- 4.54 CR 110 South - (US 79 to Limmer Lp)
- 4.56 CR 110 at University Blvd. (Signal)
- 4.57 Gattis School Rd. at Winterfield Dr. (Signal)
- 4.58 Tradesman Park Crossing

In Design  
4.35 FM 1660 N 152

# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 4 - Commissioner Boles



### In Design

294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)

### Under Construction/Bidding

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

### Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)

227 University Boulevard Widening (IH 35 to Sunrise Road)

238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)

269 CR 101 (US 79 to North of Chandler Road)

260 CR 110 South (US 79 to Limmer Loop)

261 CR 110 Middle (Limmer Loop to CR 107)

296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)

297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)

302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)

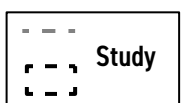
302b SH 130 Traffic Study -- --

306a Relocation of 48" Williamson County Regional Raw Waterline - Line A

306b CR 305 at IH 35 Bridge Replacement

332 FM 3349/US 79 Interchange (US 79 to CR 404) -- --

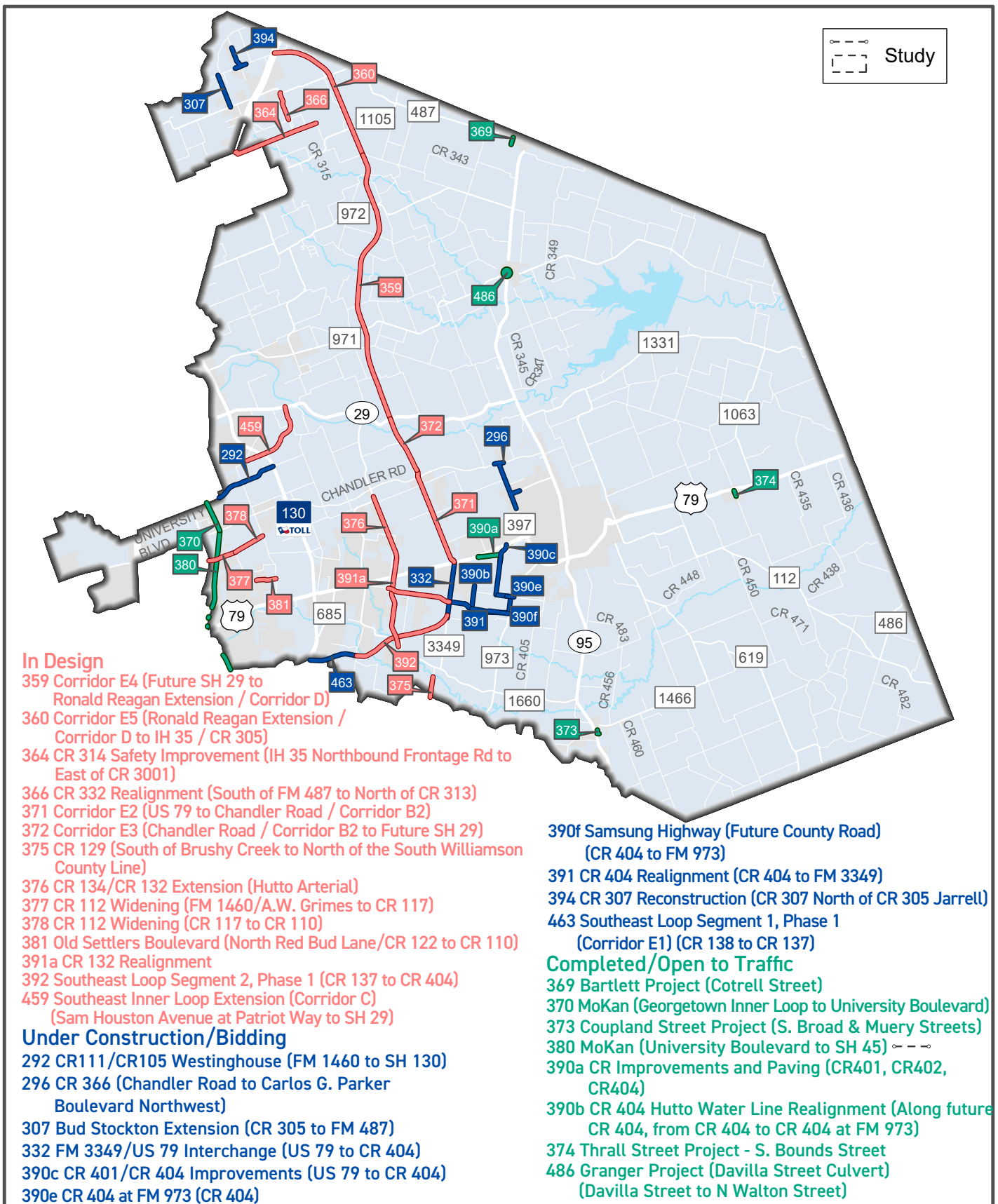
506 Oak Bluff and Greenfield Drainage Improvements





# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 4 - Commissioner Boles



**CR 101 (US 79 to Chandler Road)**  
**Project No. 2138**

Original Contract Price = \$13,092,842.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/10/2019	11/5/2019	6/26/2020	7/6/2020	3/1/2022		540	64	604	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	7/6/2020	7/25/2020	20	\$366,881.43	\$366,881.43	\$40,764.60	\$40,764.60	3	3
2	7/26/2020	8/30/2020	36	\$2,072,374.48	\$2,439,255.91	\$230,263.83	\$271,028.43	22	9
3	8/31/2020	9/23/2020	24	\$66,831.99	\$2,506,087.90	\$7,425.78	\$278,454.21	23	13
4	9/24/2020	10/25/2020	32	\$531,044.64	\$3,037,132.54	\$59,004.96	\$337,459.17	27	19
5	10/26/2020	11/29/2020	35	\$424,017.36	\$3,461,149.90	\$47,113.04	\$384,572.21	31	24
6	11/30/2020	12/27/2020	28	\$709,323.98	\$4,170,473.88	\$78,813.77	\$463,385.98	38	29
7	12/28/2020	1/27/2021	31	\$294,970.38	\$4,465,444.26	\$32,774.49	\$496,160.47	40	34
8	2/1/2021	2/28/2021	28	\$293,948.14	\$4,759,392.40	\$32,660.91	\$528,821.38	43	39
9	3/1/2021	3/31/2021	31	\$367,172.81	\$5,126,565.21	\$40,796.97	\$569,618.35	46	44
10	4/1/2021	4/30/2021	30	\$421,691.16	\$5,548,256.37	\$46,854.58	\$616,472.93	50	49
11	5/1/2021	5/31/2021	31	\$703,963.56	\$6,252,219.93	\$78,218.17	\$694,691.10	56	54
12	6/1/2021	6/30/2021	30	\$348,806.38	\$6,601,026.31	\$38,756.27	\$733,447.37	59	59
13	7/1/2021	7/31/2021	31	\$450,541.31	\$7,051,567.62	\$50,060.14	\$783,507.51	63	64
14	8/1/2021	8/31/2021	31	\$759,767.66	\$7,811,335.28	\$84,418.63	\$867,926.14	70	69
15	9/1/2021	9/30/2021	30	\$572,768.63	\$8,384,103.91	\$63,640.96	\$931,567.10	75	74
16	10/1/2021	10/31/2021	31	\$731,491.99	\$9,115,595.90	-\$451,798.89	\$479,768.21	78	79
17	11/1/2021	11/30/2021	30	\$496,699.04	\$9,612,294.94	\$26,142.05	\$505,910.26	82	84
18	12/1/2021	12/31/2021	31	\$786,832.47	\$10,399,127.41	\$41,412.24	\$547,322.50	89	89
19	1/1/2022	1/31/2022	31	\$168,386.88	\$10,567,514.29	\$8,862.46	\$556,184.96	90	95
20	2/1/2022	2/28/2022	28	\$662,254.39	\$11,229,768.68	\$34,855.50	\$591,040.46	96	99
21	3/1/2022	3/31/2022	1	\$174,865.08	\$11,404,633.76	\$9,203.42	\$600,243.88	97	99
22	4/1/2022	4/30/2022	0	\$427,447.18	\$11,832,080.94	-\$358,772.84	\$241,471.04	98	100
23	5/1/2022	5/31/2022	0	\$58,135.36	\$11,890,216.30	\$1,186.44	\$242,657.48	98	100
24	6/1/2022	6/30/2022	0	\$1,755.09	\$11,891,971.39	\$35.81	\$242,693.29	98	100
25	7/1/2022	7/31/2022	0	\$1,665.44	\$11,893,636.83	\$33.99	\$242,727.28	98	100
26	8/1/2022	9/30/2022	0	\$36,850.58	\$11,930,487.41	\$752.05	\$243,479.33	98.6	100

4/30/2023 Comments - Reconciling final contract quantities with the contractor, final balancing change order in process, coordinating final acceptance with the contractor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/14/2021	\$ 139,570.57	\$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2021	\$ 87,600.15	\$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/28/2021	\$ 81,281.83	\$ 308,452.55

3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/28/2021	\$ (366,519.81)	\$ (58,067.26)

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

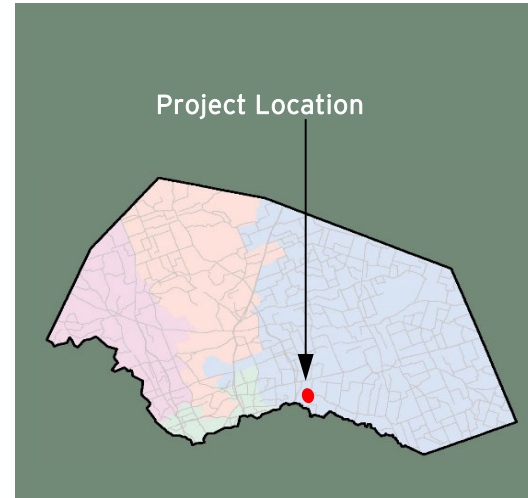
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	12/21/2022	\$ (727,246.14)	\$ (785,313.40)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items to the contract to compensate the Contractor for various work including the removal of the drainage pipe at Driveway 19, installing a box culvert and the safety end treatments for the culvert per RFI 20, compensation for unused water line materials that could not be restocked, and compensation for relocation of encasement due to changing field conditions.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	4/24/2023	\$ 40,347.72	\$ (744,965.68)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). 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.

Adjusted Price = \$12,347,876.32



## Southeast Loop Segment 1, Phase 1

(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles  
Roadway Classification: Rural Collector

Project Schedule: July 2021 - Summer 2023  
Estimated Construction Cost: \$12.1 Million



## APRIL 2023 IN REVIEW

4/7/2023: James Construction (JCG) continued repairs on the C221 and SSTR concrete rails throughout the project and poured the single-slope transition rail on the SCS Pond 21 Bridge.

4/14/2023: JCG poured the mow strip for various metal beam guard fences throughout the project. Subcontractor ESSI placed the remaining metal beam guard fences and crash cushion for the bridges.

4/21/2023: JCG continued repairs on the C221 and SSTR concrete rails throughout the project and poured the mow strip for the metal beam guard fence on the northeast side of the SCS Pond 21 Bridge.

4/28/2023: JCG continued repairs on the C221 and SSTR concrete rails throughout the project. JCG poured the concrete mow strip for all remaining metal beam guard fences and poured flowable fill for the timber posts attached to the metal beam guard fences throughout the project.



Design Engineer: RTG  
Contractor: James Construction  
Construction Observation:  
Kyle McCoy, HNTB

Williamson County  
Road Bond Program



**Project Name: Southeast Loop Segment 1, Phase 1**  
**Project No. T3346**

Original Contract Price = \$11,526,789.09

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/30/2021	4/27/2021	7/12/2021	7/19/2021			534	24	558	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	7/19/2021	8/31/2021	44	\$767,411.06	\$767,411.06	\$85,267.90	\$85,267.90	7	8
2	9/1/2021	9/30/2021	30	\$328,739.28	\$1,096,150.34	\$36,526.58	\$121,794.48	10	13
3	10/1/2021	10/31/2021	31	\$221,811.16	\$1,317,961.50	\$24,645.69	\$146,440.17	12	19
4	11/1/2021	11/30/2021	30	\$278,008.69	\$1,595,970.19	\$30,889.85	\$177,330.02	15	24
5	12/1/2021	12/31/2021	31	\$331,070.23	\$1,927,040.42	\$36,785.58	\$214,115.60	18	30
6	1/1/2022	1/31/2022	31	\$624,535.89	\$2,551,576.31	\$69,392.88	\$283,508.48	23	35
7	2/1/2022	2/28/2022	28	\$352,666.85	\$2,904,243.16	\$39,185.20	\$322,693.68	27	40
8	3/1/2022	3/31/2022	31	\$815,310.79	\$3,719,553.95	\$90,590.09	\$413,283.77	34	46
9	4/1/2022	4/30/2022	30	\$741,856.71	\$4,461,410.66	\$82,428.53	\$495,712.30	41	51
10	5/1/2022	5/31/2022	31	\$625,433.98	\$5,086,844.64	\$69,492.66	\$565,204.96	47	57
11	6/1/2022	6/30/2022	30	\$498,845.27	\$5,585,689.91	\$55,427.25	\$620,632.21	51	62
12	7/1/2022	7/31/2022	31	\$521,580.90	\$6,107,270.81	\$57,953.44	\$678,585.65	56	68
13	8/1/2022	8/31/2022	31	\$672,002.44	\$6,779,273.25	\$74,666.93	\$753,252.58	62	73
14	9/1/2022	9/30/2022	30	\$936,075.41	\$7,715,348.66	\$104,008.38	\$857,260.96	71	79
15	10/1/2022	10/31/2022	31	\$851,880.44	\$8,567,229.10	-\$406,354.16	\$450,906.80	75	84
16	11/1/2022	11/30/2022	30	\$625,071.12	\$9,192,300.22	\$32,898.48	\$483,805.28	80	90
17	12/1/2022	12/31/2022	31	\$290,510.48	\$9,482,810.70	\$15,290.02	\$499,095.30	83	95
18	1/1/2023	1/31/2023	31	\$55,998.20	\$9,538,808.90	\$2,947.27	\$502,042.57	83	101
19	2/1/2023	2/28/2023	28	\$161,924.00	\$9,700,732.90	\$8,522.32	\$510,564.89	85	106
20	3/1/2023	3/31/2023	31	\$291,588.78	\$9,992,321.68	\$15,346.78	\$525,911.67	87	111

4/30/2023 Comments - Concrete barrier, concrete and rock riprap, and installation of permanent environmental measures continue.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/3/2021	\$ 148,710.35	\$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/4/2022	\$73,007.39	\$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	2/28/2023	\$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Adjusted Price = \$12,082,546.41

**Project Name: Coupland (S. Broad and Muery St.) Project**  
**Project No. 21IFB20**

Original Contract Price = \$519,919.00

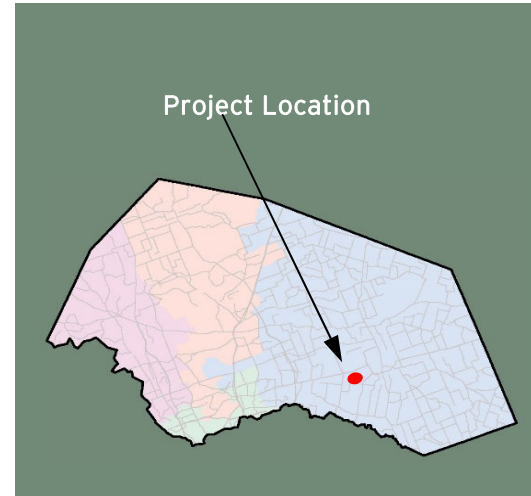
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/13/2021	10/27/2021	3/25/2022	4/5/2022	6/15/2022	4/18/2023		96		96
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/5/2022	7/8/2022	72	\$284,289.95	\$284,289.95	\$31,587.77	\$31,587.77	70	75
2	9/9/2022	9/23/2022	0	\$156,134.52	\$440,424.47	-\$22,599.52	\$8,988.25	99.7	75
3	9/24/2022	2/16/2023	0	\$10,533.28	\$450,957.75	-\$8,988.25	\$0.00	100	75

4/30/2023      Comments - Certificate of Acceptance of issued on 4/18/23.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/14/2022	\$ (68,961.25)	\$ (68,961.25)

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also revises the pavement section and adds drainage improvements along Broad and Muery Street.

Adjusted Price = \$450,957.75



## CR 401 Reconstruction

**Project Length: 1.253 Miles**

**Roadway Classification: Rural Collector**

**Project Schedule: April 2022 - Summer 2023**

**Estimated Construction Cost: \$13.5 Million**



## APRIL 2023 IN REVIEW

4/7/2023: James Construction (JCG) continued excavating on the east side of the CR 401 and CR 402 intersection. Crews placed the drainage pipe at the driveways on the south end of the project.

4/14/2023: JCG continued placing flexible base near the church to the south side of the Mustang Creek Tributary Bridge. Crews formed and poured the safety end treatments for the drainage pipe at the driveways on the south end of the project.

4/21/2023: JCG placed drainage pipe for the driveways north of US 79. Subcontractor Sexton worked on the water line north of US 79.

4/28/2023: JCG completed processing flexible base from near the church to the south side of the Mustang Creek Tributary Bridge. Subcontractor Sexton worked on the water line north of US 79.



**Design Engineer: HNTB**  
**Contractor: James Construction**  
**Construction Observation:**  
 Kyle McCoy, HNTB

**Williamson County**  
**Road Bond Program**

**Project Name: CR 401 Reconstruction Project**  
**Project No. 22IFB57**

Original Contract Price = \$12,673,200.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/11/2022	3/22/2022	4/21/2022	5/2/2022			505	-70	435	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/14/2022	4/21/2022	0	\$541,350.00	\$541,350.00	\$60,150.00	\$60,150.00	5	0
2	4/22/2022	5/31/2022	30	\$213,264.25	\$754,614.25	\$23,696.03	\$83,846.03	6	7
3	6/1/2022	7/1/2022	31	\$1,394,793.70	\$2,149,407.95	\$154,977.08	\$238,823.11	18	14
4	7/2/2022	7/31/2022	30	\$690,418.59	\$2,839,826.54	\$76,713.17	\$315,536.28	23	21
5	8/1/2022	8/31/2022	31	\$276,688.62	\$3,116,515.16	\$30,743.18	\$346,279.46	26	28
6	9/1/2022	9/30/2022	30	\$784,682.38	\$3,901,197.54	\$87,186.93	\$433,466.39	32	35
7	10/1/2022	10/31/2022	31	\$776,738.57	\$4,677,936.11	\$86,304.29	\$519,770.68	38	42
8	11/1/2022	11/30/2022	30	\$875,684.24	\$5,553,620.35	\$97,298.25	\$617,068.93	46	49
9	12/1/2022	12/31/2022	31	\$422,000.74	\$5,975,621.09	\$46,888.97	\$663,957.90	49	56
10	1/1/2023	1/31/2023	31	\$616,120.11	\$6,591,741.20	\$68,457.79	\$732,415.69	54	63
11	2/1/2023	2/28/2023	28	\$598,319.58	\$7,190,060.78	\$66,479.95	\$798,895.64	59	70
12	3/1/2023	3/31/2023	31	\$603,951.86	\$7,794,012.64	\$67,105.76	\$866,001.40	64	77
13	4/1/2023	4/30/2023	30	\$945,657.20	\$8,739,669.84	-\$406,018.78	\$459,982.62	68	84

4/30/2023 Comments - Contractor placed flex base for the new CR 401 south of the Mustang Creek Tributary Bridge and the section north of CR 402; completed the concrete railing and approach slabs at the Mustang Creek Tributary Bridge and performed roadway work north of US 79 and at the intersection of CR 401 and US 79 median.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/15/2022	\$ 13,315.52	\$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/20/2022	\$ 414,400.00	\$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/5/2022	\$ 214,351.37	\$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	2/28/2023	\$ 188,826.95	\$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Adjusted Price = \$13,504,094.78

**Project Name: CR 404 Hutto Water Line HDPE Pipe**  
**Project No. 22IFB96**

Original Contract Price = \$1,862,199.25

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/2/2022	5/10/2022	5/13/2022	5/23/2022	9/30/2022	10/4/2022	30	105	135	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/23/2022	5/31/2022	9	\$1,435,719.80	\$1,435,719.80	\$75,564.20	\$75,564.20	81	7
2	6/1/2022	6/30/2022	30	\$115,763.68	\$1,551,483.48	\$6,092.83	\$81,657.03	88	29
3	7/1/2022	7/31/2022	31	\$91,900.31	\$1,643,383.79	\$4,836.85	\$86,493.88	93	52
4	8/1/2022	8/31/2022	31	\$93,601.60	\$1,736,985.39	\$4,926.40	\$91,420.28	98	75
5	9/1/2022	9/30/2022	30	\$8,353.90	\$1,745,339.29	\$439.68	\$91,859.96	99	97
6	10/1/2022	10/31/2022	4	\$55,115.98	\$1,800,455.27	-\$55,115.97	\$36,743.99	99	100
7	11/1/2022	2/28/2023	0	\$58,865.98	\$1,859,321.25	-\$36,743.99	\$0.00	100	100

4/30/2023      Comments - Coordinating close out paperwork with the contractor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	12/21/2022	-2,878.00	-2,878.00

3F. County Convenience. Additional work desired by the County. This Change Order creates an item to reimburse the Contractor for the additional bond premium paid to comply with the City of Hutto bond requirements. Additionally, there will be one hundred five days added to the contract to administratively match the date of the Contractor's request for Substantial Completion. The HDPE pipe was delivered per the contract requirements but the letter requesting Substantial Completion was submitted late.

Adjusted Price = \$1,859,321.25

**Project Name: CR 404 Hutto Water Line Realignment**  
**Project No. T5045**

Original Contract Price = \$2,897,639.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/25/2021	9/14/2021	5/13/2022	5/23/2022	10/4/2022	4/18/2023	65	66	131	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/12/2022	2/6/2022	0	\$49,500.00	\$49,500.00	\$5,500.00	\$5,500.00	2	0
2	2/7/2022	4/30/2022	0	\$144,305.28	\$193,805.28	\$16,033.92	\$21,533.92	7	0
3	5/23/2022	6/30/2022	39	\$397,058.96	\$590,864.24	\$44,117.66	\$65,651.58	20	30
4	7/1/2022	7/31/2022	31	\$817,451.13	\$1,408,315.37	\$90,827.91	\$156,479.49	48	53
5	8/1/2022	8/31/2022	31	\$939,288.59	\$2,347,603.96	-\$32,921.39	\$123,558.10	76	77
6	9/1/2022	9/30/2022	30	\$437,512.66	\$2,785,116.62	\$23,026.99	\$146,585.09	90	100
7	10/1/2022	10/31/2022	0	\$215,612.00	\$3,000,728.62	\$11,348.00	\$157,933.09	97	100
8	11/1/2022	11/30/2022	0	\$229,003.10	\$3,229,731.72	-\$92,020.20	\$65,912.89	100	100
9	12/1/2022	2/28/2023	0	\$42,332.70	\$3,272,064.42	-\$65,912.89	\$0.00	100	100

4/30/2023 Comments - Certificate of Acceptance was issued on 4/18/23.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/9/2022	\$ (232,550.27)	\$ (232,550.27)

3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract and will be bid under a separate Contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/12/2022	\$ 625,239.52	\$ 392,689.25

3F. County Convenience. Additional work desired by the County. This Change Order adds the relocation of the Jonah Water line along CR 401 that is currently in conflict with the CR 401 Reconstruction project. It is necessary to add this scope to this Contract, in order to meet Samsung's deadline of 7/31/2023.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	11/22/2022	\$ 47,778.00	440,467.25

2G. Unadjusted utility (unforeseeable). This Change Order adds the installation of a temporary bypass water line to avoid conflict of the proposed drill shafts for the bridge at Mustang Creek Tributary 2.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	12/6/2022	\$ 89,204.91	529,672.16

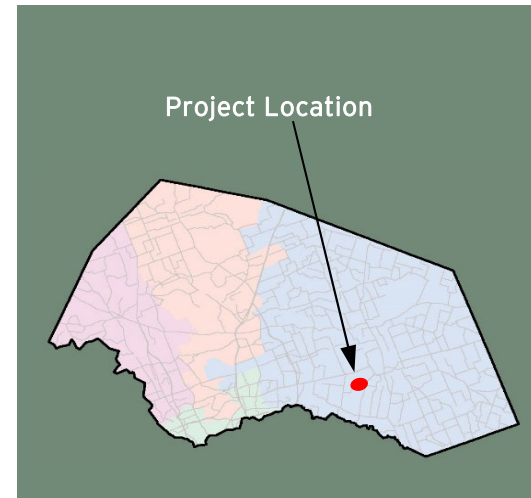
2I: Additional safety needs (unforeseeable). This Change Order is to pay the Contractor for performing flagging and monitoring operations while jacking and boring an encasement pipe with a water line carrier pipe underneath the Union Pacific Rail Road (UPRR) tracks. Flagging and track monitoring is required by UPRR, when there is work in or under their Right of Way.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	12/14/2022	\$ (155,246.74)	374,425.42

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds line stops, gate valves, and open cutting for encasement to allow for an easier transition from the old water line to the new water line.

Adjusted Price = \$3,272,064.42

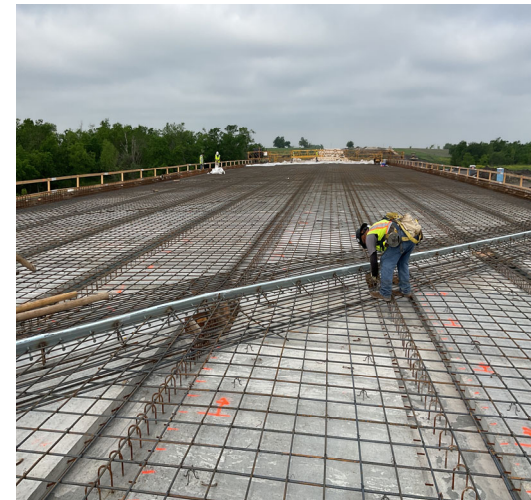




**Samsung Highway (Future County Road)  
(CR 404 to FM 973)**

**Project Length: 1.466 Miles  
Roadway Classification: Rural Major Collector**

**Project Schedule: August 2022 - Fall 2023  
Estimated Construction Cost: \$11.3 Million**



## APRIL 2023 IN REVIEW

4/7/2023: Chasco Constructors poured concrete for spans five and six of the bridge deck on the Boggy Creek Tributary Bridge. Chasco completed tying steel for the bridge deck.

4/14/2023: Chasco poured concrete for spans seven and eight of the bridge deck on the Boggy Creek Tributary Bridge. The contractor continued processing flexible base on the eastern portion of the project.

4/21/2023: Chasco continued preparing the bridge deck at the Boggy Creek Tributary Bridge for the concrete rail pour. Chasco began tying steel for the east approach slab at the Boggy Creek Tributary Bridge.

4/28/2023: Chasco poured concrete for the east approach slab at the Boggy Creek Tributary Bridge. The contractor continued processing flexible base on the eastern and western portions of the project.



**Design Engineer: HNTB  
Contractor: Chasco  
Construction Observation:  
Bruce Williams, HNTB**

**Williamson County  
Road Bond Program**

**Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)**

**Project No. 22IFB126**

Original Contract Price = \$11,289,929.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/12/2022	7/19/2022	8/5/2022	8/15/2022			413		413

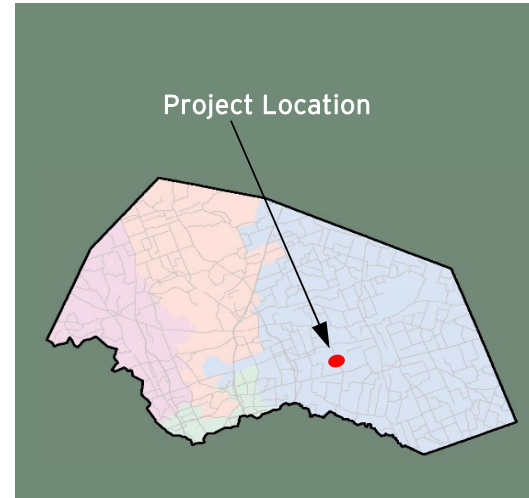
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	8/15/2022	9/27/2022	44	\$415,099.80	\$415,099.80	\$46,122.20	\$46,122.20	4	11
2	9/28/2022	10/31/2022	34	\$1,256,916.42	\$1,672,016.22	\$139,657.38	\$185,779.58	16	19
3	11/1/2022	11/30/2022	30	\$529,743.42	\$2,201,759.64	\$58,860.38	\$244,639.96	22	26
4	12/1/2022	12/31/2022	31	\$196,710.30	\$2,398,469.94	\$21,856.70	\$266,496.66	24	34
5	1/1/2023	1/31/2023	31	\$942,884.78	\$3,341,354.72	\$104,764.98	\$371,261.64	33	41
6	2/1/2023	2/28/2023	28	\$895,707.90	\$4,237,062.62	\$99,523.10	\$470,784.74	42	48
7	3/1/2023	3/31/2023	31	\$2,066,773.05	\$6,303,835.67	\$229,641.45	\$700,426.19	62	55

4/30/2023      Comments - Contractor finished lime stabilization and continued placing flex base for the new roadway, and completed placing concrete for the bridge deck and approach slabs at the Boggy Creek Tributary Bridge.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	1/24/2023	41,260.00	41,260.00

1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

Adjusted Price = \$11,331,189.00



**FM 3349 at US 79**  
**(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)**

**Project Length: 4.108 Miles**  
**Roadway Classification: Rural Major Collector**

**Project Schedule: October 2022 - Summer 2025 (Roadwork)**  
**Estimated Construction Cost: \$81.9 Million**



## APRIL 2023 IN REVIEW

4/7/2023: James Construction (JCG) formed and poured caps for northbound FM 3349 Bridge. Subcontractor Bryant and Frey continued boring on CR 132 and FM 3349 for steel casing.

4/14/2023: JCG worked on abutments 1 and 2 of the Boggy Creek Bridge. JCG began processing flexible base at the US 79 center median. The contractor continued preparing subgrade for the northbound frontage road.

4/21/2023: JCG continued processing embankment and completed lime stabilization of subgrade at the Jug Handle. JCG began processing flexible base and installation of geo-grid at the US 79 center median.

4/28/2023: JCG completed processing flexible base and installation of geo-grid at the US 79 center median. Subcontractor Bryant and Frey continued boring at CR 132 and FM 3349 for steel casing.



**Design Engineer: HDR**  
**Contractor: James Construction**  
**Construction Observation:**  
**Asif Mirzazada, HNTB**

**Williamson County**  
**Road Bond Program**

**Project Name: FM 3349 at US 79**  
**Project No. 22IFB139**

Original Contract Price = \$81,941,038.13

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/24/2022	9/26/2022	10/6/2022	10/17/2022			1394		1394	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/18/2022	11/25/2022	39	\$755,690.77	\$755,690.77	\$0.00	\$0.00	1	2
2	11/26/2022	12/25/2022	30	\$5,128,955.59	\$5,884,646.36	\$0.00	\$0.00	7	0
3	12/26/2022	1/25/2023	31	\$1,448,580.10	\$7,333,226.46	\$0.00	\$0.00	9	7
4	1/26/2023	2/25/2023	31	\$1,272,882.90	\$8,606,109.36	\$0.00	\$0.00	10	9
5	2/26/2023	3/25/2023	28	\$2,922,159.15	\$11,528,268.51	\$0.00	\$0.00	14	11
6	3/26/2023	4/25/2023	31	\$1,419,905.85	\$12,948,174.36	\$0.00	\$0.00	16	14

4/30/2023      Comments - Contractor continued placing concrete columns and bent caps for the northbound and southbound frontage road bridges over US 79. The Contractor finished the abutments for the tributary creek bridges at the Jughandle and NB frontage road. The Contractor started lime stabilization at the Jughandle Rd.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/25/2023	925,354.41	925,354.41

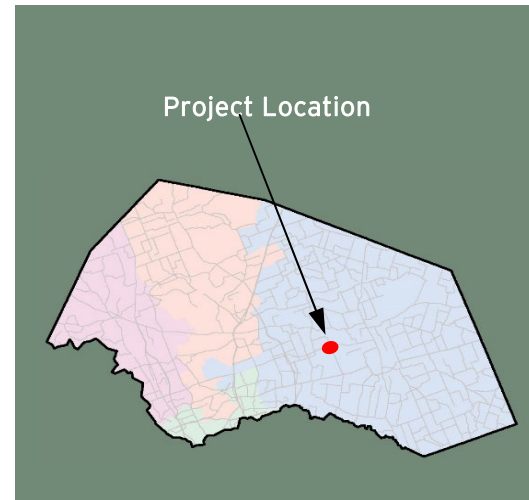
3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with \$82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Adjusted Price = \$82,948,392.54





## CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)

**Project Length: 2.751 Miles**  
**Roadway Classification: Rural Arterial**

**Project Schedule: January 2023 - Summer 2024**  
**Estimated Construction Cost: \$17.7 Million**



## APRIL 2023 IN REVIEW

4/7/2023: James Construction (JCG) began lime treatment along CR 366 and Carlos G. Parker Blvd. JCG began balancing and processing subgrade along CR 366.

4/14/2023: JCG placed lime treatment along CR 366 and Carlos G. Parker Blvd. JCG continued processing subgrade along CR 366.

4/21/2023: JCG began lime treatment along CR 366 starting at the intersection of CR 366 and Chandler Road.

4/28/2023: JCG continued lime treatment along CR 366. JCG began processing embankment at CR 366 and Carlos G. Parker Blvd.



**Design Engineer:** Garver  
**Contractor:** James Construction  
**Construction Observation:**  
Asif Mirzazada, HNTB

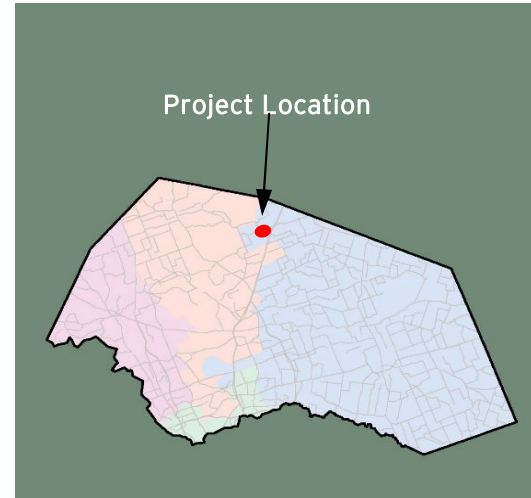
**Williamson County**  
**Road Bond Program**

**CR 366 (Chandler Road to Carlos G. Parker Boulevard)**  
**Project No. 22IFB138**

Original Contract Price = \$17,694,262.46

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/31/2022	9/28/2022	12/27/2022	1/6/2023			515		515	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	1/6/2023	2/28/2023	54	\$1,184,919.53	\$1,184,919.53	\$131,657.73	\$131,657.73	7	10
2	3/1/2023	3/31/2023	31	\$220,649.15	\$1,405,568.68	\$24,516.57	\$156,174.30	9	17
4/30/2023	Comments - The Contractor finished stripping and stockpiling topsoil on the north and south sections of the project and started roadway excavation and lime stabilization of subgrade.								
						Adjusted Price = \$17,694,262.46			





## Bud Stockton Extension (CR 305 to FM487)

**Project Length: 1.78 Miles**  
**Roadway Classification: Rural Arterial**

**Project Schedule: Early 2023 - Fall 2023**  
**Estimated Construction Cost: \$5.9 Million**



## APRIL 2023 IN REVIEW

4/7/2023: Cash Construction continued lime treating subgrade. Cash began hauling in and processing embankment material on the south end of project.

4/14/2023: Cash Construction continued hauling in and processing embankment material. Cash continued excavating and hauling off material at north end of project.

4/21/2023: Cash Construction continued hauling in and processing embankment material. Cash continued excavating for ditches and driveways.

4/28/2023: Cash Construction continued hauling in and processing embankment material. Cash continued excavating ditches and driveways. Cash continued lime treatment of subgrade at north end of project.



**Design Engineer: Pape-Dawson**  
**Contractor: Cash Construction**  
**Construction Observation:**  
Joseph Jones, HNTB

**Williamson County**  
**Road Bond Program**

**Bud Stockton Extension (CR 305 to FM 487)**

**Project No. 23IFB13**

Original Contract Price = \$5,917,275.00

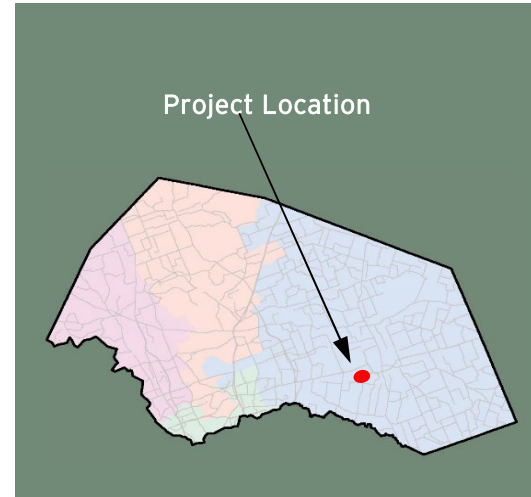
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/12/2022	12/20/2022	1/3/2023	2/9/2023				177		177
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	2/1/2023	2/28/2023	16	\$173,685.65	\$173,685.65	\$19,298.41	\$19,298.41	3	9
2	3/1/2023	3/31/2023	31	\$509,595.69	\$683,281.34	\$56,622.07	\$75,920.48	13	27
3	4/1/2023	4/30/2023	30	\$596,757.76	\$1,280,039.10	\$66,306.42	\$142,226.90	24	44

4/30/2023 Comments - The Contractor finished lime stabilization and started placing Ty C embankment throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/7/2023	\$ 35,830.59	\$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Adjusted Price = \$5,953,105.59



## CR 404 at FM 973 Improvements

**Project Length: 1.477 Miles**

**Roadway Classification: Rural Minor Arterial**

**Project Schedule: Early 2023 - Summer 2023**

**Estimated Construction Cost: \$4.6 Million**



## APRIL 2023 IN REVIEW

4/7/2023: Jordan Foster Construction (JFC) completed placing flexible base for the widening on west CR 404. The contractor finished cutting the ditches on CR 404.

4/14/2023: JFC began removing topsoil and placing fill along northbound FM 973 at the southern end of the project. JFC set the box culvert at the tie-in to the Samsung Highway project. Subcontractor Lone Star Paving placed the prime and paved asphalt on west CR 404.

4/21/2023: JFC continued placing fill along northbound FM 973 at the southern end of the project. JFC placed concrete at the safety end treatments for the driveway pipes on west CR 404.

4/28/2023: JFC continued placing fill along northbound FM 973 at the south end of the project. The contractor continued setting drainage pipes at the driveways on the south end of the project.



Design Engineer: HNTB  
Contractor: Jordan Foster Construction  
Construction Observation:  
Kyle McCoy, HNTB

Williamson County  
Road Bond Program

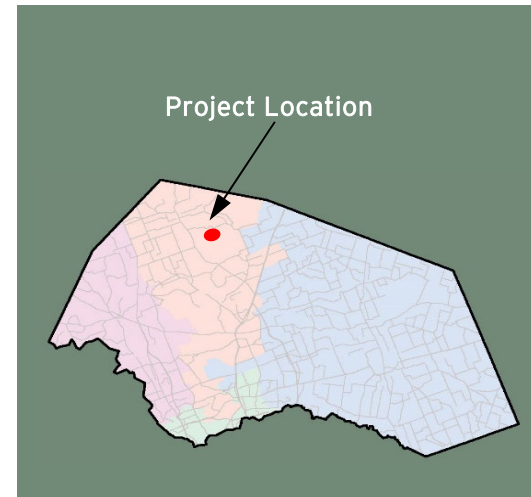
**Project Name: CR 404 at FM 973**

**Project No. 23IFB6**

Original Contract Price = \$4,622,143.93

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/22/2022	12/6/2022	2/1/2023	2/10/2023			150		150	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/10/2023	2/28/2023	19	\$358,668.36	\$358,668.36	\$39,852.04	\$39,852.04	9	13
2	3/1/123	3/31/2023	31	\$668,378.84	\$1,027,047.20	\$74,264.32	\$114,116.36	25	33
3	4/1/2023	4/30/2023	30	\$601,756.01	\$1,628,803.21	\$66,861.78	\$180,978.14	39	53
4/30/2023	Comments - The Contractor placed Ty B and Ty D HMA in the section of CR 404 west of FM 973. The Contractor started roadway excavation for the widening of FM973								
						Adjusted Price = \$4,622,143.93			





**CR 307 and CR 305  
(CR 307 North of CR 305)**

**Project Length: 0.75 Miles  
Roadway Classification: Rural Local**

**Project Schedule: Spring 2023 - Summer 2023  
Estimated Construction Cost: \$2.8 Million**



## **APRIL 2023 IN REVIEW**

4/7/2023: Joe Bland Construction began survey work. Notice to Proceed was issued on 4/7/23 with time beginning on 4/17/23.

4/14/2023: Joe Bland Construction continued survey work.

4/21/2023: Joe Bland Construction began stripping and stockpiling topsoil. JBC began soil testing for lime treatment. JBC installed silt fence along CR 307.

4/28/2023: Joe Bland Construction continued stripping and stockpiling topsoil. JBC began excavation of ditch and cut areas for proposed roadway along CR 307.



**Design Engineer: K.C. Engineering  
Contractor: Joe Bland Construction  
Construction Observation:  
Joseph Jones, HNTB**

**Williamson County  
Road Bond Program**

**CR 307 and CR 305**  
**Project No. 23IFB34**

Original Contract Price = \$2,796,832.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/22/2023	3/7/2023	4/7/2023	4/17/2023			120		120

4/30/2023      Comments - The Contractor cleared and grubbed and started roadway excavation along the east side of CR 3047.

Adjusted Price = \$2,796,832.80



Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)  
Project No. 23IFB33

Original Contract Price = \$5,139,487.45

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/15/2023	2/28/2023	4/12/2023	4/24/2023			312		312

4/30/2023      Comments - The Contractor staked the right-of-way, installed environmental controls, and started clearing and grubbing.

Adjusted Price = \$5,139,487.45



# Williamson County Commissioners Court

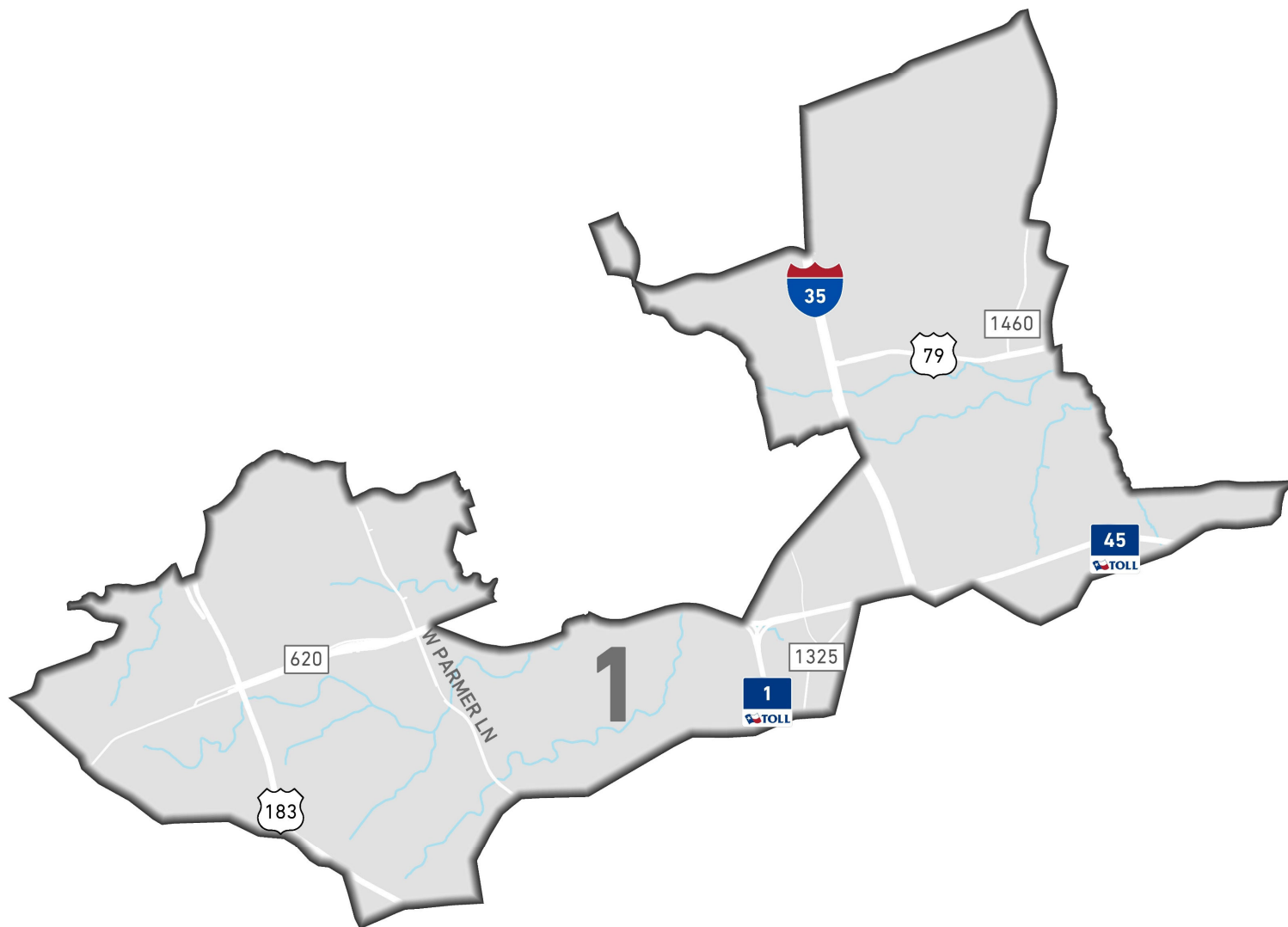
---

Road Bond Program

May 16, 2023



# Precinct 1



# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

3

Anticipated Completion  
Fall 2023



Partnership with TxDOT and the City of Round Rock  
Original Contract Amount = \$27,468,703.67  
Construction is managed by TxDOT



# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)





# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

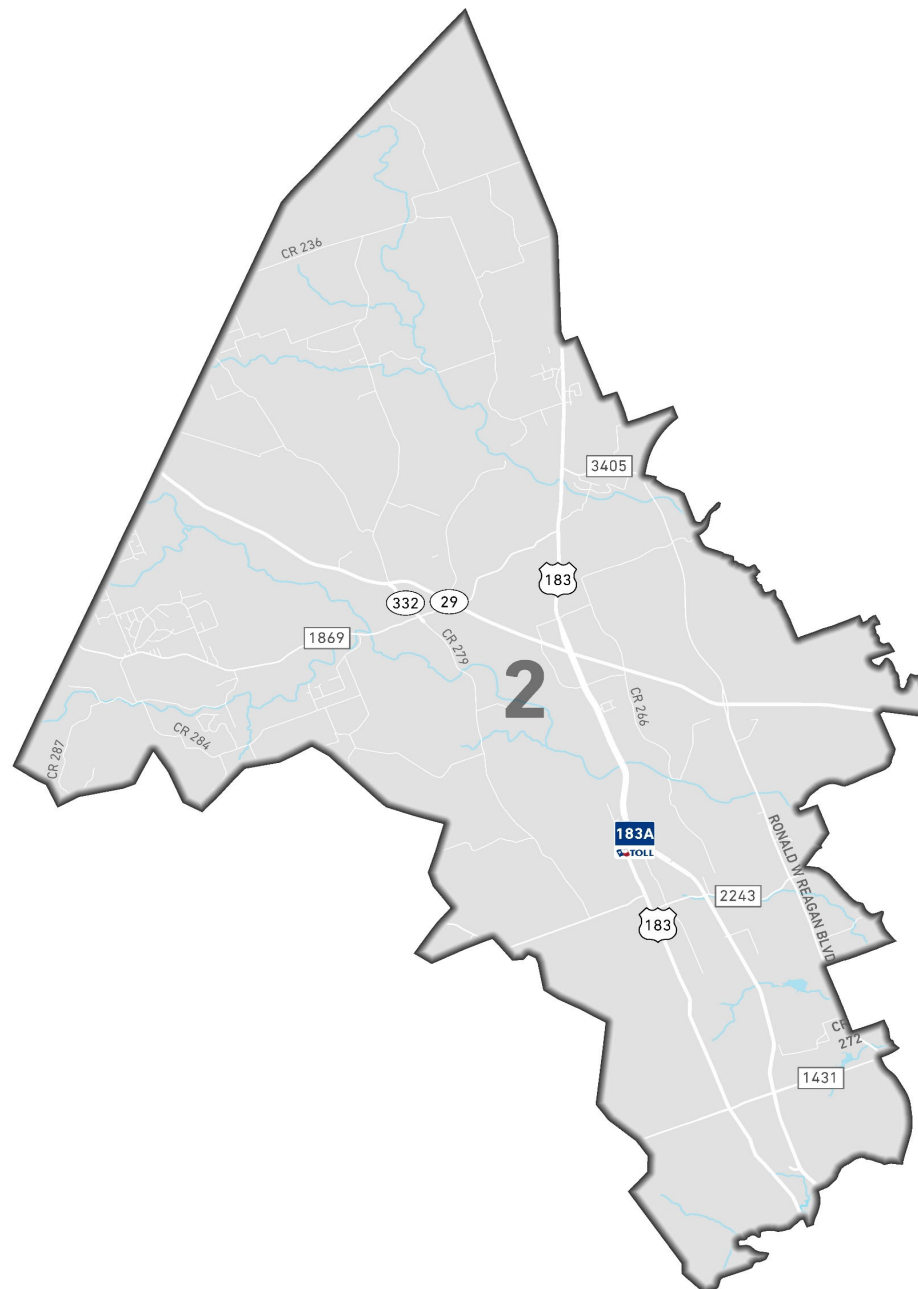




# RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

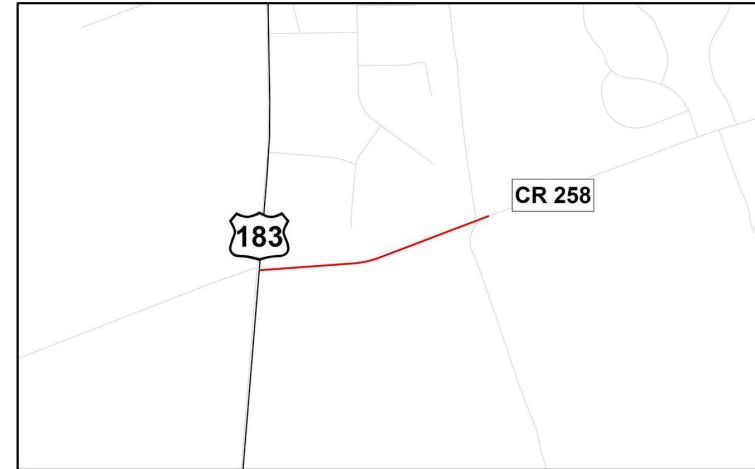


# Precinct 2



## CR 258 Extension

Anticipated Completion  
January 2024



Original Contract Price = \$5,836,754.36

Total Change Orders to Date = \$422,565.69

Adjusted Contract Price = \$6,259,320.05

Expenditures to Date = \$1,557,871.81 (25%)



# CR 258 Extension





# CR 258 Extension





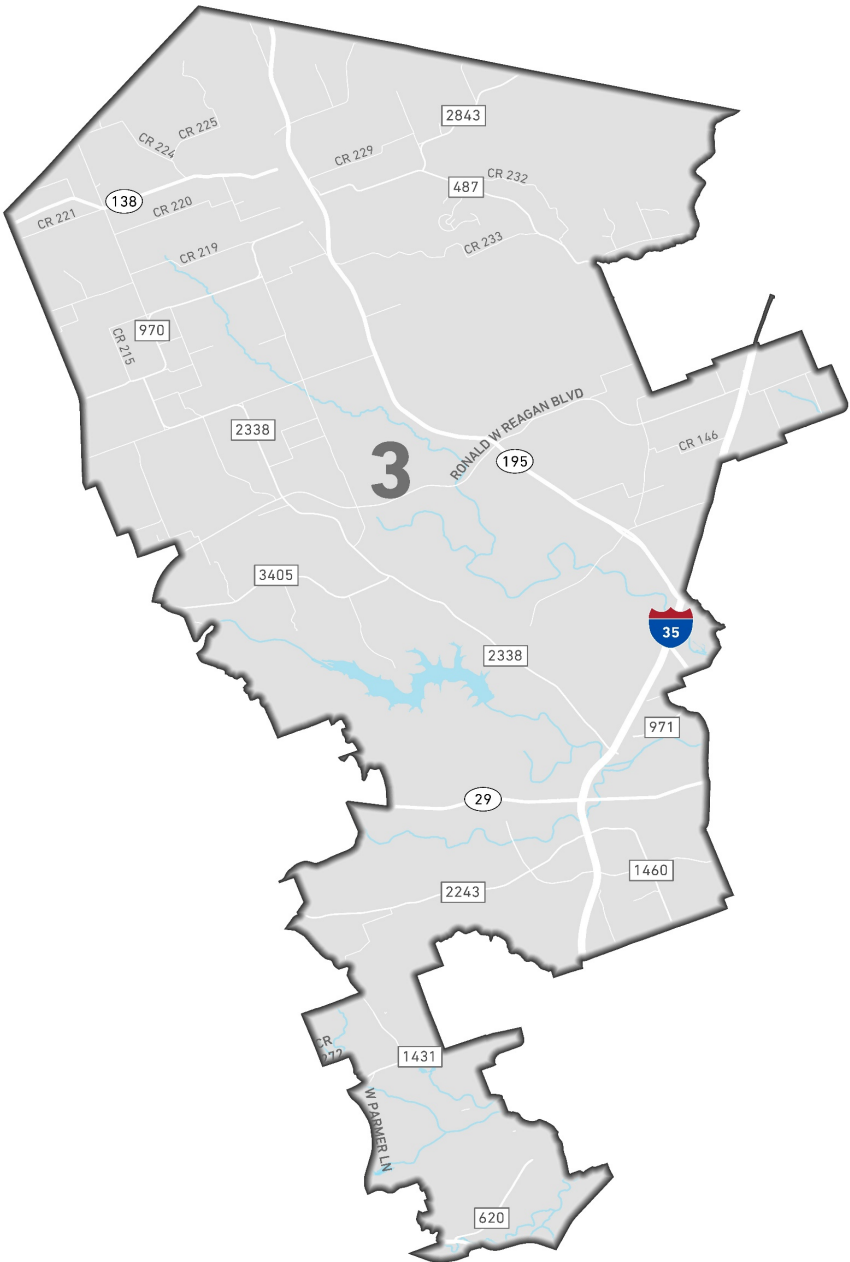
# CR 258 Extension





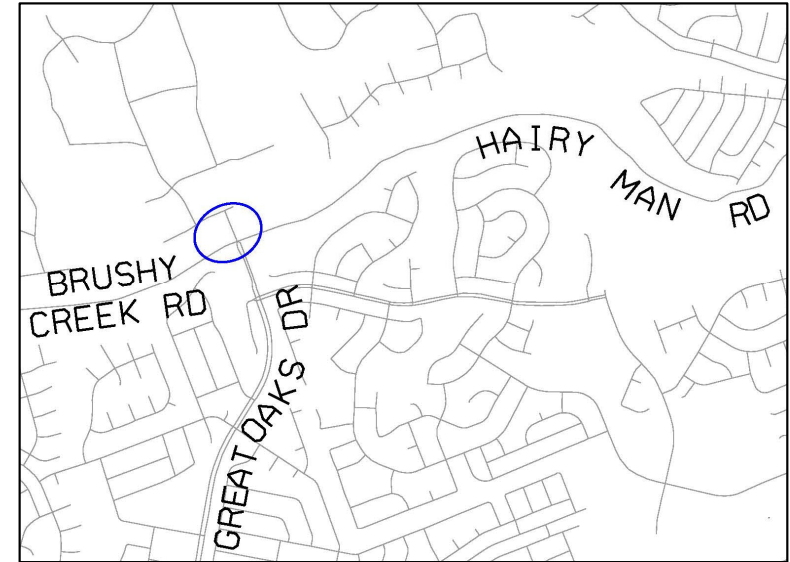


# Precinct 3



# Great Oaks Bridge at Brushy Creek

Anticipated Completion  
Spring 2023



Original Contract Price = \$10,580,634.11  
Total Change Orders to Date = \$172,301.30  
Adjusted Contract Price = \$10,752,935.41  
Expenditures to Date = \$7,884,102.06 (73%)



# Great Oaks Bridge at Brushy Creek





# Great Oaks Bridge at Brushy Creek





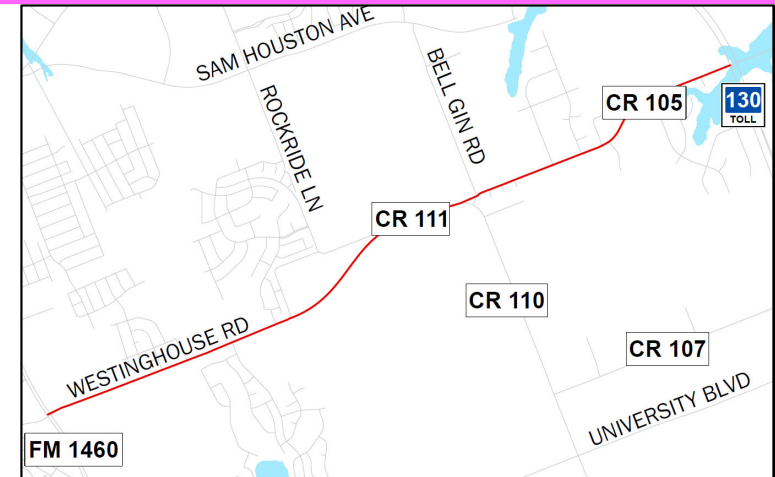
# Great Oaks Bridge at Brushy Creek





# CR 111 Westinghouse Road

Anticipated Completion  
Spring 2024



Original Contract Price = \$21,024,332.88

Total Change Orders to Date = \$1,099,708.30

Adjusted Contract Price = \$22,124,041.18

Expenditures to Date = \$12,966,700.82 (62%)



# CR 111 Westinghouse Road





# CR 111 Westinghouse Road





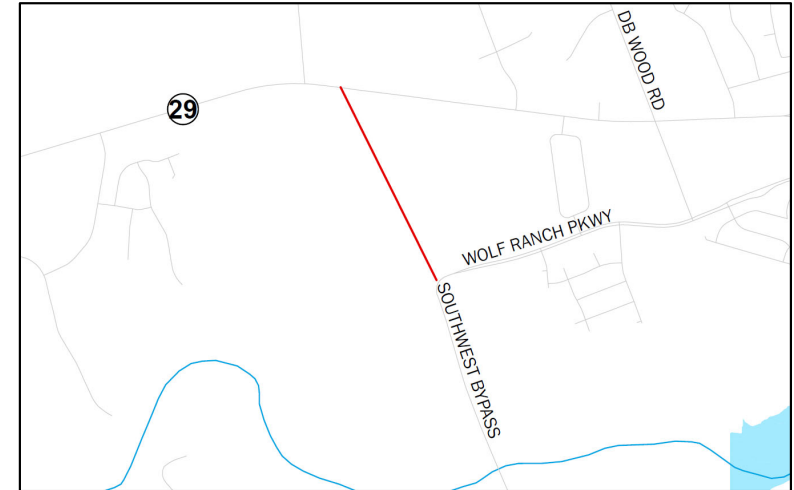
# CR 111 Westinghouse Road





# Southwest Bypass Extension

Anticipated Completion  
Summer 2023



Original Contract Price = \$4,288,543.00

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$4,288,543.00

Expenditures to Date = \$2,637,191.51 (61%)



# Southwest Bypass Extension





# Southwest Bypass Extension





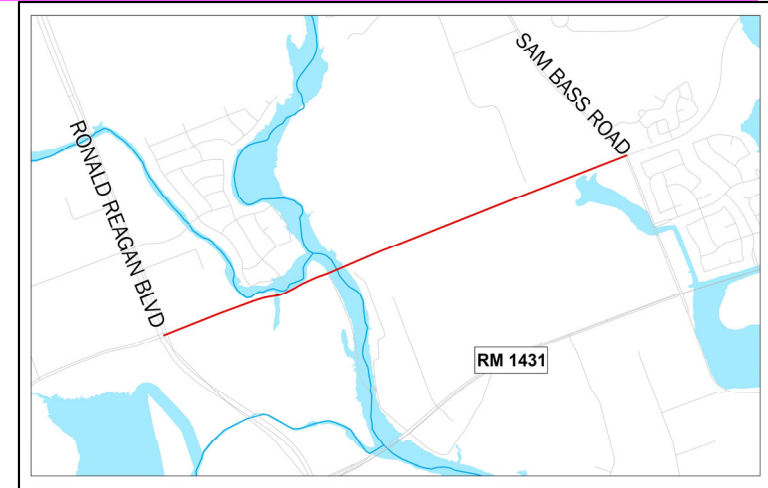
# Southwest Bypass Extension





# New Hope Drive Phase 2A

Anticipated Completion  
Spring 2024



Partnership with the City of Cedar Park

Original Contract Amount = \$22,619,961.16

Construction is managed by the City of Cedar Park



# New Hope Drive Phase 2A





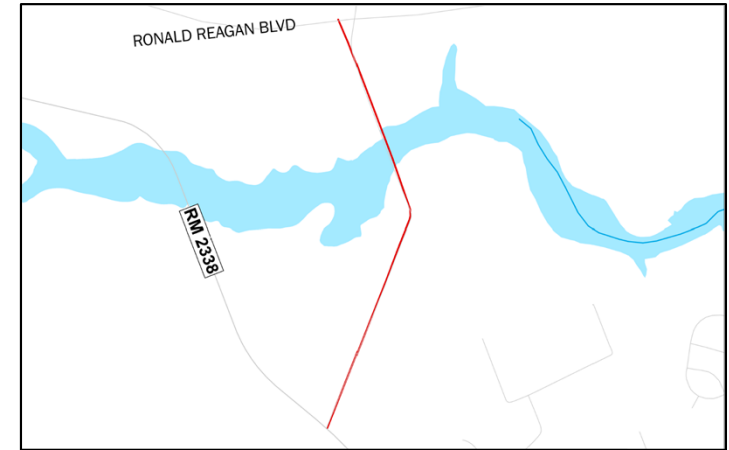
# New Hope Drive Phase 2A





# CR 245 Reconstruction

Anticipated Completion  
Spring 2024



Original Contract Price = \$6,969,195.21

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$ 6,969,195.21

Expenditures to Date = \$554,858.56 (8%)



# CR 245 Reconstruction





# CR 245 Reconstruction





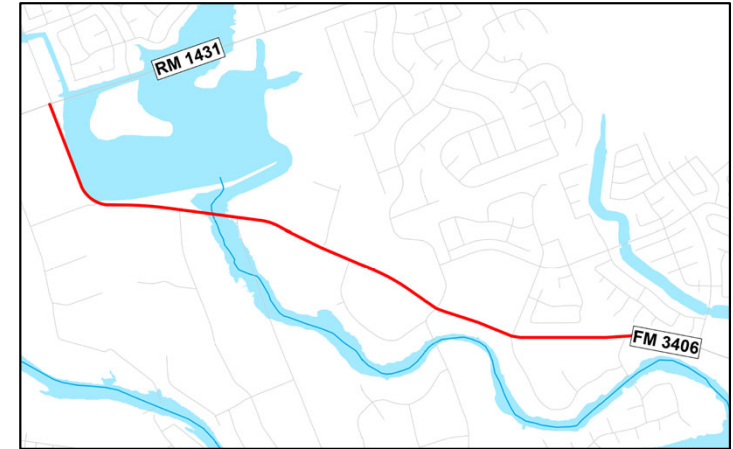
# CR 245 Reconstruction



# Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

---

Anticipated Completion  
March 2024



Original Contract Price = \$36,145,959.00

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$36,145,959.00

Expenditures to Date = \$23,439.50 (0%)



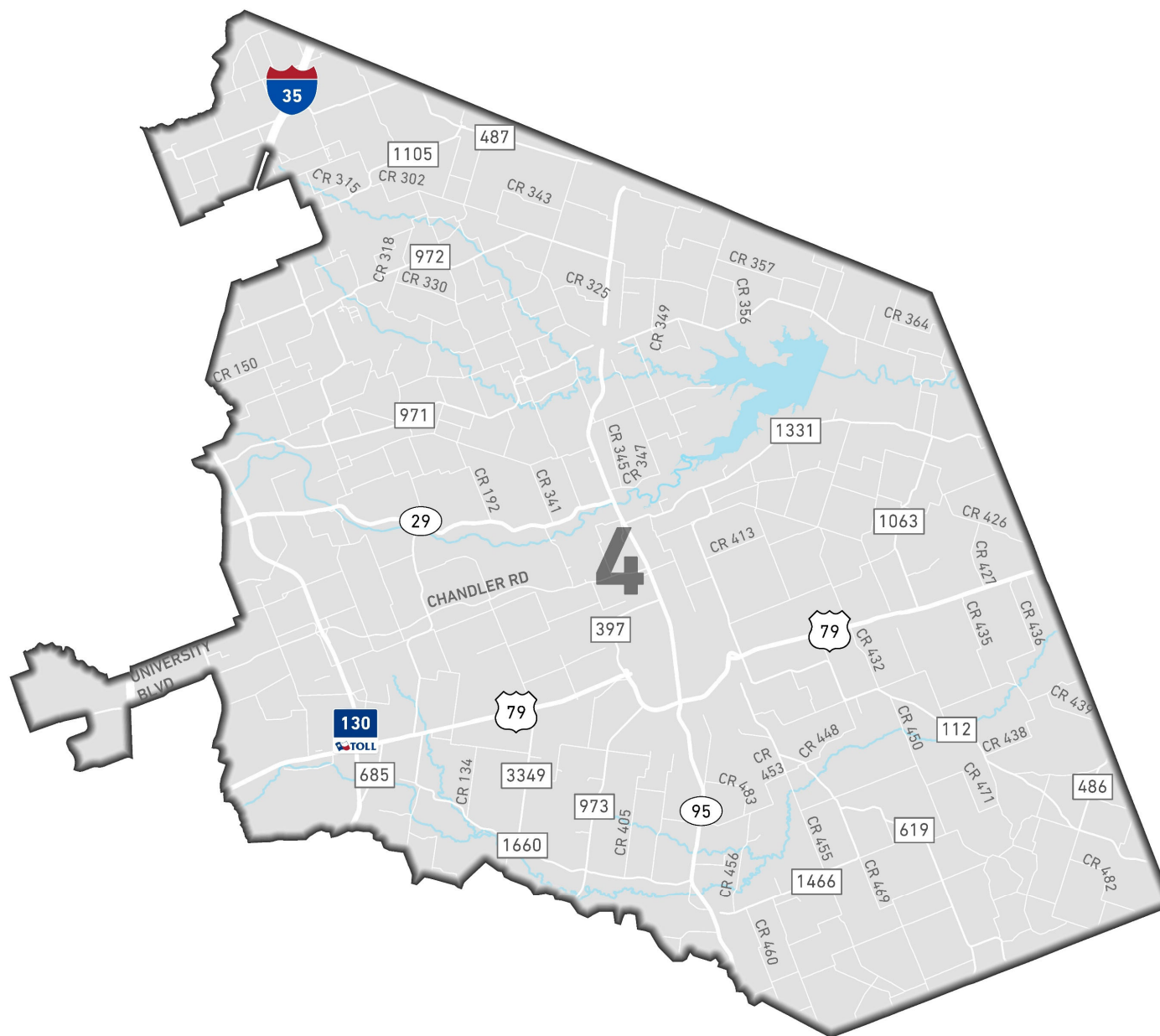
# Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)





# Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

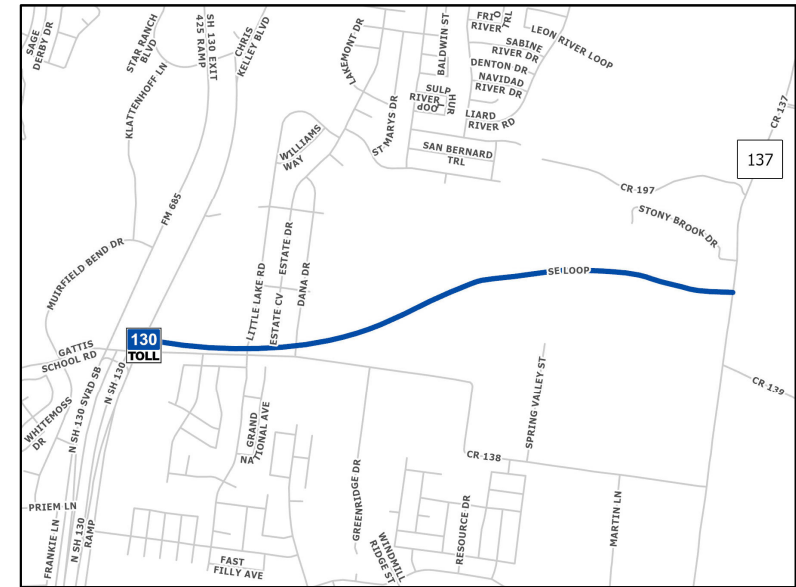






# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion  
Summer 2023



Original Contract Amount = \$11,526,789.09

Total Change Orders = \$555,757.32

Adjusted Contract Price = \$12,082,546.41

Expenditures to Date = \$10,518,233.35 (87%)

# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)





# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



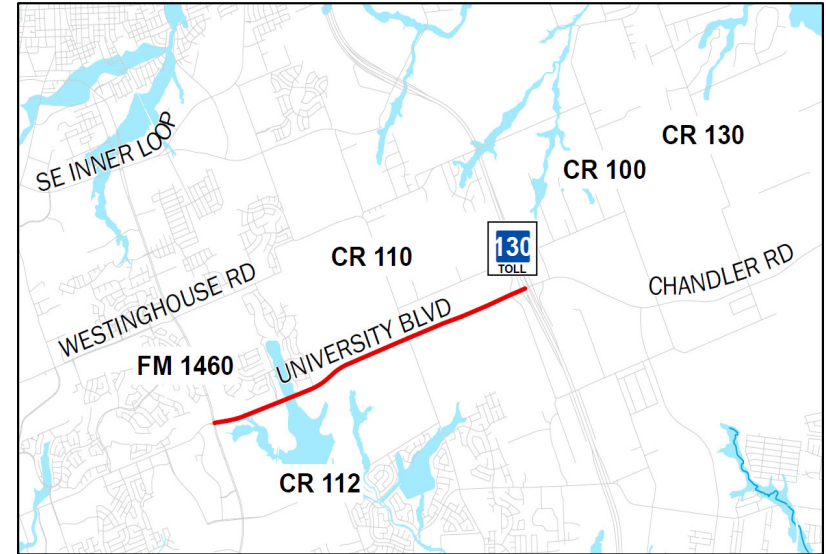


# Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



# University Boulevard Expansion (Chandler Road)

Anticipated Completion  
Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = \$11,104,890.49

Construction is managed by the City of Round Rock



# University Boulevard Expansion (Chandler Road)



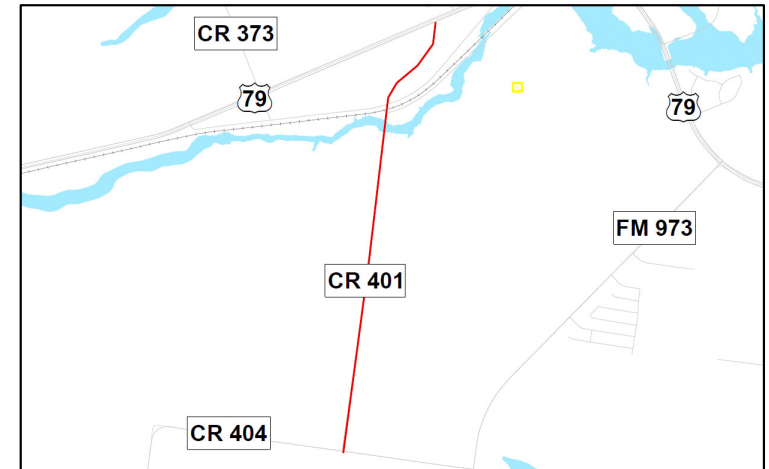


# University Boulevard Expansion (Chandler Road)



# CR 401 Reconstruction

Anticipated Completion  
Summer 2023



Original Contract Amount = \$12,673,200.94

Total Change Orders = \$830,893.84

Adjusted Contract Price = \$ 13,504,094.78

Expenditures to Date = \$9,199,652.47 (68%)



# CR 401 Reconstruction





# CR 401 Reconstruction





# CR 401 Reconstruction

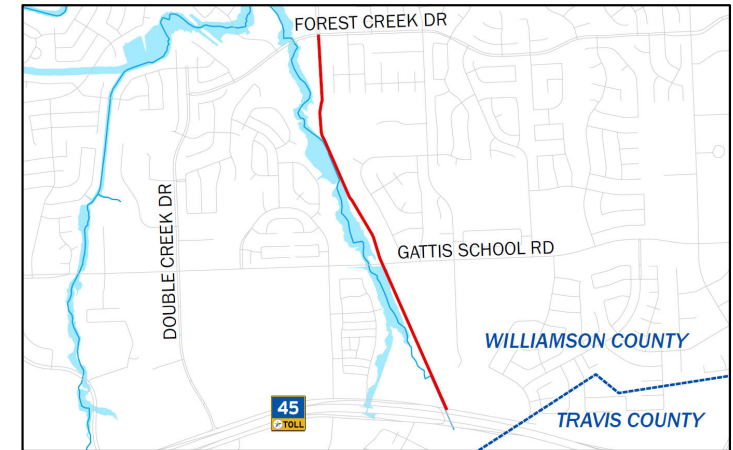




# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

---

Anticipated Completion  
Late 2023



Partnership with the City of Round Rock

Original Contract Amount = \$23,409,120.97

Construction is managed by the City of Round Rock



# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)





# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)





# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

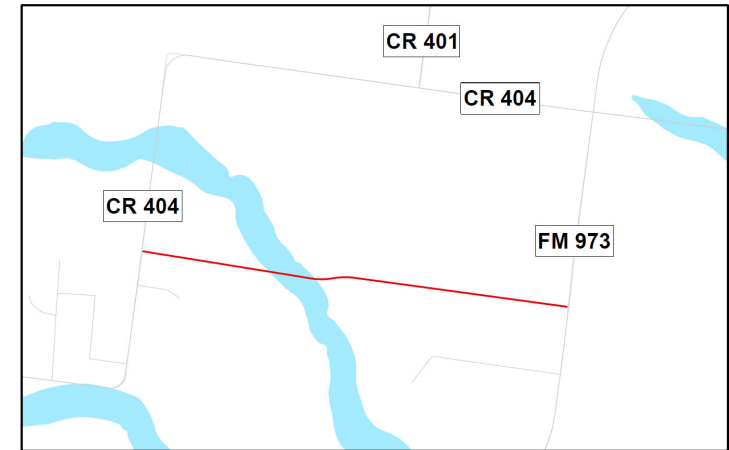




# Samsung Highway (Future County Road) <sup>51</sup> (CR 404 to FM 973)

---

Anticipated Completion  
Fall 2023



Original Contract Amount = \$11,289,929.00

Total Change Orders = \$41,260.00

Adjusted Contract Price = \$11,331,189.00

Expenditures to Date = \$7,004,261.86 (62%)

# Samsung Highway (Future County Road) (CR 404 to FM 973)





# Samsung Highway (Future County Road) (CR 404 to FM 973)





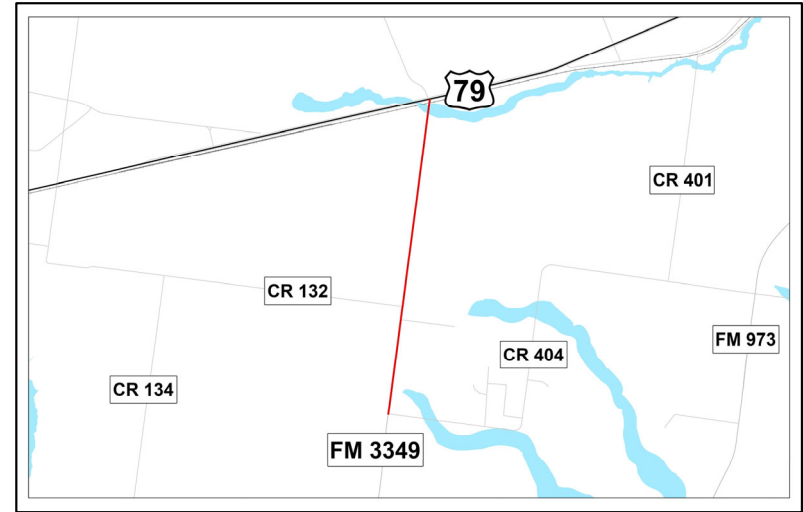
# Samsung Highway (Future County Road) (CR 404 to FM 973)





# FM 3349 / US 79 Interchange (US 79 to CR 404)

Anticipated Completion  
Summer 2025 (Roadwork)



Original Contract Amount = \$81,941,038.13

Total Change Orders = \$1,007,354.41

Adjusted Contract Price = \$ 82,948,392.54

Expenditures to Date = \$12,948,174.36 (16%)

# FM 3349 / US 79 Interchange (US 79 to CR 404)





# FM 3349 / US 79 Interchange (US 79 to CR 404)

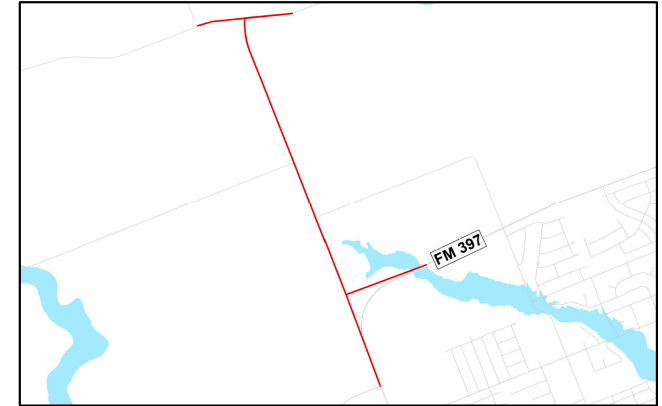




# CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)

---

Anticipated Completion  
Summer 2024



Original Contract Amount = \$17,694,262.46

Total Change Orders = \$0.00

Adjusted Contract Price = \$17,694,262.46

Expenditures to Date = \$1,561,742.98 (9%)



# CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)







# CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)





# CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)

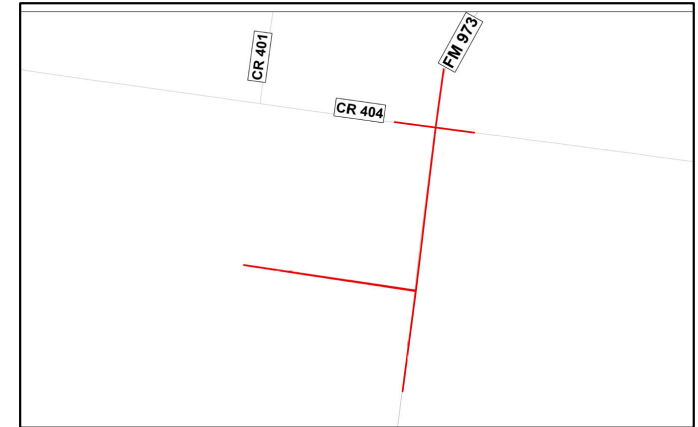




# CR 404 and FM 973 Improvements

---

Anticipated Completion  
Summer 2023



Original Contract Amount = \$4,622,143.93

Total Change Orders = \$0.00

Adjusted Contract Price = \$ 4,622,143.93

Expenditures to Date = \$1,809,782.06 (39%)

# CR 404 and FM 973 Improvements





# CR 404 and FM 973 Improvements





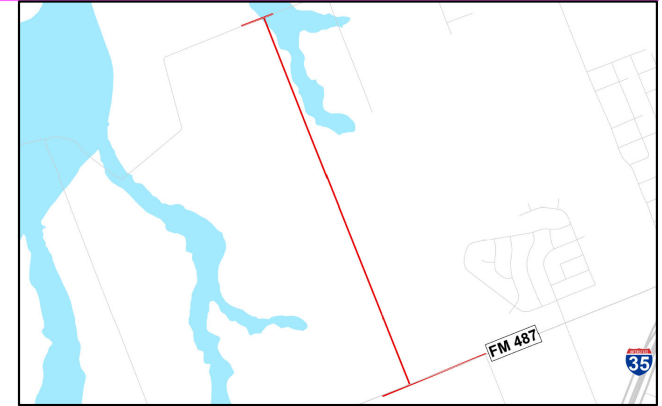
# CR 404 and FM 973 Improvements





# Bud Stockton Extension (CR 305 to FM 487)

Anticipated Completion  
Fall 2023



Original Contract Amount = \$5,917,275.00

Total Change Orders = \$35,830.59

Adjusted Contract Price = \$ 5,953,105.59

Expenditures to Date = \$1,422,269.00 (24%)



# Bud Stockton Extension (CR 305 to FM 487)





# Bud Stockton Extension (CR 305 to FM 487)





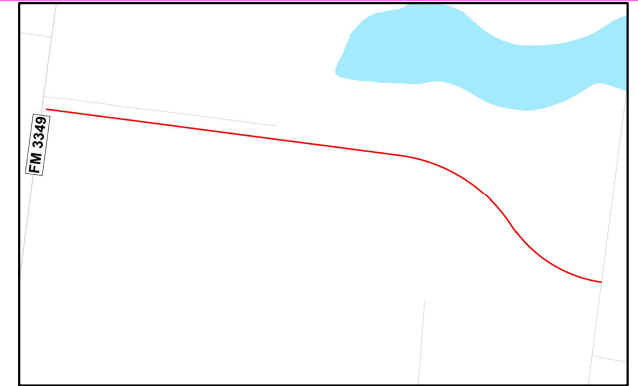
# Bud Stockton Extension (CR 305 to FM 487)





# Samsung Highway (CR 404 Realignment) <sup>70</sup> (FM 3349 to CR 404)

Anticipated Completion  
Early 2024



Original Contract Amount = \$5,139,487.45

Total Change Orders = \$0.00

Adjusted Contract Price = \$5,139,487.45

Expenditures to Date = \$0.00 (0%)



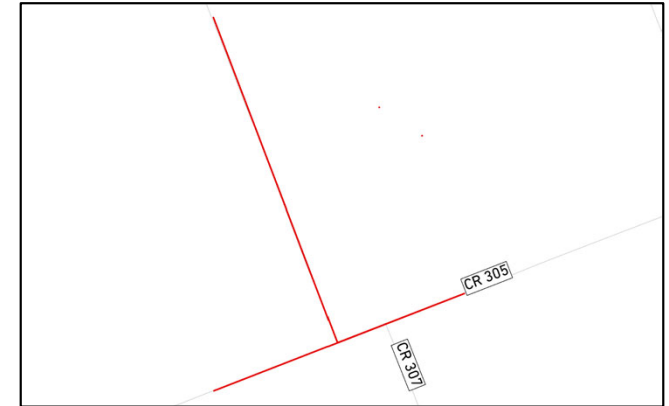
# Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)



# CR 307 Reconstruction (CR 307 North of CR 305)

---

Anticipated Completion  
Summer 2023



Original Contract Amount = \$2,796,832.80

Total Change Orders = \$0.00

Adjusted Contract Price = \$2,796,832.80

Expenditures to Date = \$0.00 (0%)



# CR 307 Reconstruction (CR 307 North of CR 305)





# CR 307 Reconstruction (CR 307 North of CR 305)



**Commissioners Court - Regular Session****28.****Meeting Date:** 05/16/2023

Alliance 21RFSQ14 Contract Amendment No 1 Small Drainage

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated June 14, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. This Contract Amendment is to update the rate schedule. Funding source: 01.0200.0210.004100.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Alliance 21RFSQ14 Contract Amendment No 1

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/09/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

05/09/2023 08:58 AM

05/09/2023 11:23 AM

Started On: 05/09/2023 08:37 AM



# **AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES**

This Amendment No. 1 to Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group (the "Engineer").

## **RECITALS**

**WHEREAS**, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective June 14, 2022, wherein Engineer agreed to perform certain professional engineering services in connection with the 21RFSQ14 Design Engineering Services for Small Drainage and Small Roadway Projects for Williamson County Road and Bridge ("Project");

**WHEREAS**, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

**WHEREAS**, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

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

## **AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

### **I. Amendment to Exhibit D – Rate Schedule**

**Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.**

### **II. Terms of Contract Control and Extent of Amendment No. 1**

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1 in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

Alliance Transportation Group

By: 

Printed Name: James Michael Heath

Title: President

Date: May 8, 2023

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: \_\_\_\_\_

## **Exhibit D**

### **Rate Schedule**

Please see following pages.



## EXHIBIT D

### RATE SCHEDULE

#### Alliance Transportation Group

Labor Classification	Labor Rate
Project Principal	\$ 305.00
Senior Project Manager	\$ 285.00
Project Manager	\$ 257.00
Senior Engineer	\$ 245.00
Project Engineer	\$ 200.00
Traffic Engineer	\$ 175.00
Design Engineer	\$ 155.00
Engineer-in-Training	\$ 127.00
Senior Engineering Technician	\$ 153.00
Engineering Technician	\$ 111.00
Jr Engineering Technician	\$ 67.00
Project Administrator	\$ 127.00
Clerical	\$ 89.00
Planner I/II	\$ 111.00
Planner III	\$ 175.00
Travel Demand Modeler I/II	\$ 143.00
Travel Demand Modeler III	\$ 191.00
Sr Travel Demand Modeler/Planner	\$ 223.00

#### Halff Associates, Inc.

Labor Classification	Labor Rate
Principal-in-Charge	\$ 375.00
Project Manager	\$ 268.00
Deputy Project Manager	\$ 251.00
Quality Manager	\$ 246.00
Senior Engineer	\$ 235.00
Project Engineer	\$ 193.00
Design Engineer	\$ 155.00
Engineer-In-Training	\$ 126.00
Senior Engineer Tech	\$ 139.00
Engineer Tech	\$ 107.00
Senior CADD Operator	\$ 123.00
CADD Operator	\$ 96.00

## Garver

Labor Classification	Labor Rate
Engineers / Architects: E-1	\$ 114.00
Engineers / Architects: E-2	\$ 132.00
Engineers / Architects: E-3	\$ 160.00
Engineers / Architects: E-4	\$ 187.00
Engineers / Architects: E-5	\$ 228.00
Engineers / Architects: E-6	\$ 280.00
Engineers / Architects: E-7	\$ 373.00
Planners / Environmental Specialist: P-1	\$ 137.00
Planners / Environmental Specialist: P-2	\$ 172.00
Planners / Environmental Specialist: P-3	\$ 209.00
Planners / Environmental Specialist: P-4	\$ 239.00
Planners / Environmental Specialist: P-5	\$ 273.00
Planners / Environmental Specialist: P-6	\$ 316.00
Planners / Environmental Specialist: P-7	\$ 390.00
Designers: D-1	\$ 106.00
Designers: D-2	\$ 124.00
Designers: D-3	\$ 148.00
Designers: D-4	\$ 172.00
Technicians: T-1	\$ 83.00
Technicians: T-2	\$ 105.00
Technicians: T-3	\$ 128.00
Surveyors: S-1	\$ 51.00
Surveyors: S-2	\$ 68.00
Surveyors: S-3	\$ 91.00
Surveyors: S-4	\$ 130.00
Surveyors: S-5	\$ 172.00
Surveyors: S-6	\$ 196.00
2-Man Crew (Survey)	\$ 208.00
3-Man Crew (Survey)	\$ 259.00
2-Man Crew (GPS Survey)	\$ 228.00
3-Man Crew (GPS Survey)	\$ 279.00
Construction Observation: C-1	\$ 100.00
Construction Observation: C-2	\$ 129.00
Construction Observation: C-3	\$ 158.00
Construction Observation: C-4	\$ 194.00
Construction Observation: C-5	\$ 232.00
Management/Administration: M-1	\$ 381.00
Management/Administration: X-1	\$ 65.00
Management/Administration: X-2	\$ 89.00
Management/Administration: X-3	\$ 123.00
Management/Administration: X-4	\$ 157.00
Management/Administration: X-5	\$ 193.00
Management/Administration: X-6	\$ 238.00
Management/Administration: X-7	\$ 287.00

Management/Administration: X-8	\$	359.00
Management/Administration: X-9	\$	433.00

## Direct Expenses

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Standard Postage	letter	Current Postal Rate
Certified Letter Return Receipt	each	Current Postal Rate
Overnight Mail - letter size	each	Current Postal Rate
Overnight Mail - oversized box	each	\$100.00
Courier Services	each	\$45.00
Photocopies B/W (11" X 17")	each	\$0.25
Photocopies B/W (8 1/2" X 11")	each	\$0.15
Photocopies Color (11" X 17")	each	\$1.25
Photocopies Color (8 1/2" X 11")	each	\$1.00
Plots (B/W on Bond)	square foot	\$1.00
Plots (Color on Bond)	square foot	\$1.75
CDs	Each	\$2.00
4" X 6" Digital Color Print	picture	\$0.50
Brochure Printing	each	\$3.00
Report Printing	each	\$80.00
Flyer Printing (various sizes BW or color)	each	\$1.00
Postcard Printing	each	\$0.75
Digital Ortho Plotting	sheet	\$3.00
Color Graphics on Foam Board	square foot	\$20.00
Presentation Boards 30" X 40" Color Mounted	each	\$100.00
Presentation Boards 48" X 60" Color Mounted	each	\$175.00
Audio - Equipment Rental	each	At cost
Audio-Visual Equipment Rental	event	At cost



<u>Direct Non-Labor Expenses</u>	Unit	Rate
Mileage	Mile	at cost
Lodging/Hotel	day/person	at cost
Lodging/Hotel - Taxes and Fees	day/person	at cost
Meals	day/person	at cost
Rental Car	day	at cost
Rental Car Fuel	gallon	at cost
Air Travel	Rd Trip/person	at cost
Certified Letter Return Receipt	each	\$7.38 Current Postage Rate
Standard Postage Letter	each	\$0.58 Current Postage Rate
Overnight Mail - letter size	each	\$26.35
Overnight Mail - oversized box	each	\$30.00
Courier Services	each	\$75.00
Photocopies B/W (8 1/2" X 11")	each	\$0.15
Photocopies B/W (11" X 17")	each	\$0.20
Photocopies Color (8 1/2" X 11")	each	\$0.75
Photocopies Color (11" X 17") Color	each	\$1.75
Graphics on Foam Board	square foot	\$25.00
Presentation Boards 30" X 40"		
Color/Mounted	each	\$110.00
Plots (B/W on Bond)	sq square foot	\$6.00
Plots (Color on Bond)	square foot	\$8.00
Plots (Color on Photo Paper)	square foot	\$5.00
Outside Printing - Reports	each	\$50.00
Report Binding	each	\$5.00
Reproduction of CD/DVD	each	\$3.00
CDs	each	\$0.50
Environmental Database Search	each	\$500.00
GPS Rental	hour	\$35.00
Historical Aerial Images	unit	\$300.00

## Agha Engineering, LLC.

### Labor Rate Schedule

Agha Engineering Fee Schedule	
Labor Classification	Labor Rate
Project Principal	\$ 250.00
Senior Project Manager	\$ 220.00
Project Manager	\$ 205.00
Hydraulic Engineer	\$ 200.00
Senior Engineer	\$ 195.00
Project Engineer	\$ 180.00
Engineer-in-Training	\$ 110.00
Senior Engineering Technician	\$ 120.00
Engineering Technician	\$ 89.00
Project Administrator	\$ 90.00
Clerical	\$ 80.00

**Commissioners Court - Regular Session****29.****Meeting Date:** 05/16/2023

Fugro USA Land, Inc. 2579 On Call Matl Testing &amp; Geotech

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Fugro USA Land, Inc. and Williamson County dated May 5, 2020 for On Call Materials Testing and Geotechnical Engineering. This Contract Amendment No 2 is to amend the hourly rates. Funding source: 01.0200.0210.004160.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Fugro USA Land, Inc. 2579 OnCall Matl Testing and Geotech

---

**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 05/11/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

05/10/2023 04:06 PM

05/11/2023 08:07 AM

Started On: 05/10/2023 03:23 PM



**CONTRACT AMENDMENT NO. 2**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:  
ON-CALL MATERIALS TESTING & GEOTECHNICAL ENGINEERING (“Project”)**

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Fugro USA Land, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective May 5, 2020 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 400,000.00 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:   
Signature

Erik Hordijk  
Printed Name

Business Line Director - LSC  
Title

02 May 2023  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED**

*By Christen Eschberger at 5:30 pm, May 04, 2023*



## EXHIBIT D - RATE SCHEDULE

### FEES FOR GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES

#### 1. FIELD SERVICES

##### 1.1 Geotechnical

##### Unit Rate

1.1.1	Mobilization and Demobilization, Local, Each .....	\$ 537.30 minimum
1.1.1.1	Drill Truck, Water Truck, Pickup, and Crew .....	\$ 9.55/mile
1.1.2	Drilling and Sampling	
1.1.2.1	Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler, Continuous to 10.0 ft, 5.0-ft Intervals Thereafter.....	\$ 26.27/foot
1.1.2.2	Continuous Drilling and Sampling with 3-inch, Thin-Walled Tube Sampler or Split-Spoon Sampler .....	\$ 46.57/foot
1.1.3	Standard Penetration Tests .....	\$ 32.24/each
1.1.4	TxDOT Cone Penetration Tests .....	\$ 40.60/each
1.1.5	Rock Coring, NX or Similar Core Barrel	
1.1.5.1	Drilling in Soft Rock (Austin Chalk, Eagle Ford Shale, etc.) .....	\$ 35.82/foot
1.1.5.2	Drilling in Hard Rock or Cavitated Rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations) .....	\$ 46.57/foot
1.1.6	Casing of Boreholes .....	\$ 31.04/foot
1.1.7	Drill Rig Hourly Charges for Boring Layout, Excessive Time Spent Gaining Access to Boring Locations, Move Time, Backfilling Boreholes, Cleaning up Site, Installing Piezometers, and for Other Reasons Beyond our Control .....	\$ 292.53/hour
1.1.8	Plugging Boreholes with Bentonite.....	\$ 10.75/foot
1.1.9	Cone Penetrometer Testing .....	\$4,477.55/day
1.1.10	Wooden Core Boxes (NX) .....	\$ 89.55/each
1.1.11	Field Personnel.....	See 4.0: Engineering Consultation

##### 1.2 Geophysics Equipment

##### Unit Rate

1.2.1	Geophysics Vehicle (including consumables).....	\$ 208.95/day
1.2.2	Mileage .....	\$ IRS Rate
1.2.3	GPR (complete system).....	\$ 596.99/day
1.2.4	GPR (extra antenna) .....	\$ 101.49/day
1.2.5	EM (EM31, EM61) .....	\$ 262.68/day
1.2.6	Resistivity (Sting/MiniSting) .....	\$ 167.16/day
1.2.7	Resistivity (SuperSting).....	\$ 925.35/day
1.2.8	Magnetometer .....	\$ 310.44/day
1.2.9	Seismic Refraction (per 24ch).....	\$ 388.05/day
1.2.10	Downhole Seismics.....	\$ 429.84/day
1.2.11	Crosshole Seismics .....	\$ 608.94/day
1.2.12	Utility Locating Tools .....	\$ 226.86/day



## EXHIBIT D - RATE SCHEDULE

### 1.3 CMT Field Technicians **(See Note 1)** Unit Rate

<b>1.4 Field Testing and Equipment</b>		<b><u>Unit Rate</u></b>
1.4.1	Transportation (Local) .....	\$ 95.52/trip
1.4.2	Nuclear Density Tests (Equipment Charge) .....	\$ 22.69/test
1.4.3	Torque Wrench .....	\$ 41.79/day
1.4.4	Ultrasonic Testing Equipment .....	\$ 41.79/hr
1.4.5	Asphalt Coring Equipment .....	\$ 53.73/hr
1.4.6	Concrete Coring Equipment .....	\$ 53.73/hr
1.4.7	Concrete Core Bit Charges	
1.4.7.1	3 inch-diameter Core .....	\$ 10.75/inch
1.4.7.2	4 inch-diameter Core .....	\$ 14.33/inch
1.4.7.3	6 inch-diameter Core .....	\$ 21.49/inch
(Other sizes quoted upon request)		
1.4.8	FACE® Dipstick Floor Flatness/Floor Levelness Equipment .....	\$ 250.00/day
1.4.9	Air Content of fresh concrete (ASTM C173, C231) .....	\$ 23.00/ea
1.4.10	Unit Weight of fresh concrete (ASTM C138) .....	\$ 23.00/ea
1.4.11	Soil-Lime Field Gradation (TEX-101-E) .....	\$ 50.00/ea

## 2. LABORATORY TESTING

<b>2.1 Soil</b>		<b><u>Unit Rate</u></b>
2.1.1	Bulk Sample Pick-Up .....	\$ 71.64/hr
2.1.2	Sample Preparation (TEX-101-E) .....	\$ 143.28/ea
2.1.3	Natural Moisture Content .....	\$ 22.69/ea
2.1.4	Sieve Analysis (TEX-110-E) .....	\$ 83.58/ea
2.1.5	Atterberg Limits (Liquid and Plastic Limits) .....	\$ 89.55/ea
(TEX-104-E, TEX-105-E, TEX-106-E)		
2.1.6	Percent Passing No. 200 Sieve (TEX-111-E) .....	\$ 59.70/ea
2.1.7	Bar Linear Shrinkage of Soils (TEX-107-E) .....	\$ 59.70/ea
2.1.8	Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E) .....	\$ 328.35/ea
2.1.9	Wet Ball Mill (TEX-116-E) .....	\$ 268.65/ea
2.1.10	Texas Triaxial Compression test on base material (TEX-117-E Part II) .....	\$2,746.20/ea
2.1.11	Soil Specific Gravity (TEX-108-E) .....	\$ 89.55/ea
2.1.12	Soluble Sulfates (TEX-145-E) .....	\$ 107.46/ea
2.1.13	Soil pH (TEX-128-E) .....	\$ 83.58/ea
2.1.14	Soil-Lime pH Series (6 points, TEX-121-E, Part III) .....	\$ 895.49/set
2.1.15	Free Swell Test .....	\$ 149.25/ea
2.1.16	Pressure Swell test .....	\$ 208.95/ea
2.1.17	Uniaxial Pressure-Strain test .....	\$ 107.46/ea
2.1.18	Hydrometer Analysis .....	\$ 268.65/ea
2.1.19	Unit Dry Weight Determination and Natural Water Content .....	\$ 35.82/ea
2.1.20	Unconfined Compression Test, Soil .....	\$ 77.61/ea
2.1.21	Unconfined Compression Test, Rock .....	\$ 89.55/ea
2.1.22	Unconsolidated-Undrained Triaxial Compression Test .....	\$ 107.46/ea





## EXHIBIT D - RATE SCHEDULE

2.1.23	Consolidation Test, 7-load Increments.....	\$1,014.89/ea
	Additional Load Increments.....	\$ 149.25/ea
2.1.24	Permeability of Silt or Clay .....	\$ 471.63/ea
2.1.25	Sample Remolding .....	\$ 81.19/ea
2.1.26	Volumetric Shrinkage .....	\$ 113.43/ea
2.1.27	California Bearing Ratio (CBR) .....	\$ 286.56/ea
2.1.28	Box Resistivity of Soils (TEX-129-E) .....	\$ 137.31/ea
2.1.29	Swell or Settlement Potential-Cohesive Soil (ASTM D 4546) .....	\$ 328.35/ea
2.1.30	Crumb Test of Clayey Soils (ASTM D 6572) .....	\$ 57.31/ea
2.1.31	Organic Content (ASTM D 2974).....	\$ 85.97/ea
2.1.32	Determine Potential Vertical Rise (TEX-124-E).....	\$ 89.55/ea

### 2.2 Concrete and Cement

2.2.1	Aggregate Gradation Analysis (ASTM C136, TEX-200-F) .....	\$ 89.55/ea
2.2.2	Specific Gravity of Aggregate (ASTM C127, C128).....	\$ 89.55/ea
2.2.3	Absorption of Aggregate (ASTM C127, C128) .....	\$ 89.55/ea
2.2.4	Unit Weight of Aggregate (ASTM C29) .....	\$ 89.55/ea
2.2.5	Abrasion Test (TEX-410-A).....	\$ 292.53/ea
2.2.6	Decantation (TEX-406-A).....	\$ 53.73/ea
2.2.7	Organic Impurities (TEX-408-A).....	\$ 71.64/ea
2.2.8	Sodium Soundness of Aggregate (ASTM C88).....	\$ 507.45/ea
2.2.9	Concrete Cylinder Compressive Strength (ASTM C 39).....	\$ 26.27/ea
2.2.10	Beam Flexural Strength (ASTM C 78).....	\$ 107.46/ea
2.2.11	Mortar Cube Compressive Strength (ASTM C780).....	\$ 26.27/ea
2.2.12	Grout Specimen Compressive Strength (ASTM C1019) .....	\$ 59.70/ea
2.2.13	Concrete Masonry Unit Strength (ASTM C780).....	\$ 137.31/ea
2.2.14	Drilled Core Compressive Strength (ASTM C42).....	\$ 95.52/ea

### 2.3 Asphaltic Concrete / Fireproofing

2.3.1	Bag Sample Pick-Up.....	\$ 81.19/hr
2.3.2	Obtaining Field Cut Specimens (6-inch diameter, Min. 3/location).....	\$ 83.58/ea
2.3.3	Molding Test Specimens, Bulk Density, and Stability (3 per set) .....	\$ 185.07/set
2.3.4	Determine Maximum Theoretical Density .....	\$ 89.55/ea
2.3.5	Asphalt Content and Gradation (TEX-236-F, 200-F) .....	\$ 328.35/ea
2.3.6	Asphalt Oven Correction Factors (TEX-236-F, 200-F).....	\$1,552.20/ea
2.3.7	Bulk Specific Gravity of Asphalt Core .....	\$ 57.31/ea
2.3.8	Sand Equivalent .....	\$ 208.95/ea

## 3. REPORT PREPARATION

Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:

3.1	Word Processing .....	\$ 89.55/hr
3.2	Drafting .....	\$ 101.49/hr
3.3	Reproduction (per page) .....	\$ 0.24/copy



## EXHIBIT D - RATE SCHEDULE

### 4. ENGINEERING CONSULTATION AND MANAGEMENT

4.1	Senior Consultant/Project Principal .....	\$ 352.23/hr
4.2	Senior Project Manager/Senior Engineer.....	\$ 298.50/hr
4.3	Project Manager .....	\$ 232.83/hr
4.4	Project Engineer.....	\$ 214.92/hr
4.5	Project Geologist/Geophysicist.....	\$ 214.92/hr
4.6	Senior Geophysicist.....	\$ 250.74/hr
4.7	Laboratory Manager .....	\$ 208.95/hr
4.8	Graduate Engineer/Geologist/Professional.....	\$ 149.25/hr
4.9	Senior Engineering Technician.....	\$ 137.31/hr

#### Notes:

- 1) Fugro USA Land, Inc. has stopped providing Construction Materials Testing (CMT) services effective May 18, 2022. Please refer to Fugro letter, dated April 21, 2022, provided to Williamson County.
- 2) Laboratory test prices are FOB Fugro laboratory unless noted otherwise. Sample pick-up charges are additional.
- 3) Services required and not listed herein will be negotiated at the time of proposal request.
- 4) Charges for field testing equipment do not include personnel or travel charges.
- 5) Transportation charges are applicable for all field testing assignments, meetings, and site visits.

#### CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100	
May 2020 PSA SIGNED	245.696	<a href="#">Consumer Price Index, South Region — May 2020 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)</a>
March 2023	293.358	<a href="#">Consumer Price Index, South Region — March 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)</a>
DELTA	19.40%	



**Fugro USA Land, Inc.**  
8613 Cross Park Drive  
Austin, TX 78754  
T 512 977-1800

April 21, 2022

Mr. Bill Gravell, Jr.  
Williamson County  
710 S. Main Street, 2nd Floor  
Georgetown, Texas 78626  
[bgravell@wilco.org](mailto:bgravell@wilco.org)

Dear Mr. Gravell,

This letter is to inform Williamson County that Fugro will be exiting the testing and inspection business to focus on our geotechnical site characterization and engineering services. Over the next four weeks we intend to phase out of existing materials testing projects and hope that you will be able to help us achieve this objective. We are requesting that we no longer receive call-outs or requests for technicians effective **May 18, 2022**.

We hope that you will keep our contract active as we look forward to being able to continue to provide geotechnical services for you. Our intention is to no longer receive Materials Testing Work Orders or Task Orders. Please transfer any future tasks that include field soils and concrete testing to other firms you may have an agreement with.

We will continue to maintain a validated geotechnical laboratory to support our geotechnical business, so if any lab specific services are needed, please consider us for such work. In addition, we will continue to perform geotechnical monitoring such as vibration monitoring and dynamic pile monitoring in support of our engineering functions.

We are grateful for the opportunities that Williamson County has provided to us in recent years.

Please let us know if you need any further information.

**FUGRO USA LAND, INC.**

Texas Engineering Firm F-299

A handwritten signature in blue ink that reads 'James R. Dedrick'.

James R. Dedrick, P.E.

CMET Manager, Austin and San Antonio

**Commissioners Court - Regular Session****30.****Meeting Date:** 05/16/2023

Environmental On-Call SWCA Contract Amendment No. 2

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the On-Call Environmental Services contract between Williamson County and SWCA, Inc. relating to the 2019 Road Bond Program. Project: As Needed. Fund Source: Road Bonds

**Background**

SWCA, Inc. Contract Amendment No. 2 increases the Master Contract compensation cap by \$100,000.00, from \$500,000.00 to \$600,000.00. This will allow for future project specific Work Authorizations and Supplementals to be processed in support of moving Road Bond projects forward.

---

**Fiscal Impact**

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

**Attachments**

ENVOnCall-SWCA-ContractAmendment2

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 01:20 PM

Started On: 05/10/2023 03:33 PM



**CONTRACT AMENDMENT NO. 2**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**CONSULTING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**  
**2019 Road Bond Program Environmental On-Call Services ("Project")**

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Consulting Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Incorporated (the "Firm") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Firm executed the Williamson County Contract for Consulting Services dated effective February 25, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

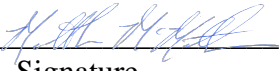
NOW, THEREFORE, premises considered, the County and the Firm agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$500,000.00 to \$600,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Firm have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

**FIRM:**

By:   
Signature

Matthew McMillan  
Printed Name

Natural Resources Director – Austin  
Title

May 3, 2023  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED**

*By Christen Eschberger at 1:02 pm, May 09, 2023*

**Commissioners Court - Regular Session****31.****Meeting Date:** 05/16/2023

CR 255 Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action on a real estate contract with Fred R. Kaufman and Alice L. Kaufman for 3.397 acres of ROW needed on County Road 255. (Parcel 2) Funding Source: TANS P588

**Background**

---

**Fiscal Impact**

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

**Attachments**

Contract

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:20 AM

Started On: 05/10/2023 02:35 PM

## **REAL ESTATE CONTRACT**

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FRED R. KAUFMAN and ALICE L. KAUFMAN** (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 3.397-acres (147,954 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**):

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION**

#### **Purchase Price**

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of TWO HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED THIRTY and 00/100 Dollars (\$268,630.00).

#### **Payment of Purchase Price and Additional Compensation**

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.



### Special Provisions

2.03. Utility Conflicts. By execution of this Contract Purchaser acknowledges that there are existing oil, gas, waterline and/or other utility facilities located within the property of Seller which may potentially conflict with Purchaser's proposed use of the Property for roadway facilities.

Purchaser further acknowledges and agrees that it shall be solely responsible to identify any utility conflicts with its proposed CR 255 roadway improvement project ("Project"), and to contact the utility owners and coordinate the terms of any required adjustment, relocation or other permission or permit required for construction of the Project upon the Property. For any conflicted waterline facilities owned by the City of Georgetown which may need to be relocated due to the Project, Purchaser agrees that (a) it shall not request a reduction in capacity for the adjusted facility, and (b) it shall request that the adjusted facility be located as close to the new Property right of way line as possible.

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before May 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.



#### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

#### Legal Construction

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

#### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after May 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature page follows]*

**SELLER:**

Fred R Kaufman  
Fred R. Kaufman

Date: May 5 - 2023

Address: 1223 Co Rd 254

Georgetown Tex 78633

Alice L Kaufman  
Alice L. Kaufman

Date: 5-5-2023

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

**EXHIBIT "A"**



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**3.397 ACRE RIGHT-OF-WAY PARCEL NO. 02  
FRED R. KAUFMAN AND ALICE L. KAUFMAN  
PORTION OF A CALLED 271.725 ACRE TRACT  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 3.397 ACRES (APPROXIMATELY 147,954 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 271.725 ACRE TRACT OF LAND CONVEYED TO FRED R. KAUFMAN AND ALICE L. KAUFMAN, IN A DEED DATED JUNE 15, 1993 AND RECORDED IN VOLUME 2319, PAGE 884 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.397 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at the Northeast corner of the herein described tract, a ½ inch iron rod found at the Northeast corner of said called 271.725 acre Kaufman tract, the point of intersection of the South line of County Road 254 and the West line of County Road 255;

**THENCE** in a Southerly direction with the East line of said Kaufman tract and the West right of way line of said County Road 255 (variable width right-of-way) the following eight (8) calls:

- 1) South 21°15'13" East a distance of 407.47 feet to a ½ inch iron rod found at an angle point;
- 2) South 21°04'44" East a distance of 945.00 feet to a ½ inch iron rod found at an angle point;
- 3) South 18°16'18" East a distance of 538.22 feet to a ½ inch iron rod found at an angle point;
- 4) South 17°04'32" East a distance of 120.85 feet to an angle point;
- 5) South 02°00'22" West a distance of 190.77 feet to an angle point;
- 6) South 03°14'23" East a distance of 106.88 feet to an angle point;
- 7) South 06°12'52" East a distance of 483.99 feet to an angle point;



- 8) South  $06^{\circ}38'53''$  East a distance of 83.78 feet to the Southeast corner of the herein described tract, the southeast corner of said called 271.725 acre Kaufman tract and the Northeast corner of a tract of called 59.045 acre tract of land as described in the deed conveyed to Steve R. Kaufman and Jill Kaufman filed of record in document number: 2001087331, Official Public Records, Williamson County, Texas a  $\frac{1}{2}$  inch iron rod found in the west line of said County Road 255;

**THENCE** South  $68^{\circ}07'33''$  West with the South line of said called 271.725 acre Kaufman tract and the North line of said called 3.25 acre Kaufman tract a distance of 13.58 feet to the Southwest corner of the herein described tract, a set  $\frac{5}{8}$  inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

**THENCE** in a Northerly direction across said called 271.725 acre Kaufman tract the following three (3) calls:

- 1) with a curve to the right an arc length of 345.99 feet (having a radius of 4,748.00 feet, a chord bearing of North  $09^{\circ}33'33''$  West, a chord length of 345.92 feet, a delta angle of  $04^{\circ}10'31''$ ) to the point of reverse curvature, a set  $\frac{5}{8}$  inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";
- 2) with said reverse curve to the left an arc length of 1,591.96 feet, (having a radius of 6,632.00 feet, a chord bearing of North  $14^{\circ}20'54''$  West, a chord length of 1,588.14 feet to the point of tangency, a set  $\frac{5}{8}$  inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";
- 3) North  $21^{\circ}13'30''$  West distance of 920.74 feet to the Northwest corner of the herein described tract a  $\frac{5}{8}$  inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said called 271.725 acre Kaufman tract and in the South line of said County Road 254 from which a found  $\frac{1}{2}$  inch iron rod bears South  $68^{\circ}49'34''$  West a distance of 2,624.51 feet;

**THENCE** North  $68^{\circ}49'34''$  East with the North line of said called 271.725 acre Kaufman tract a distance of 46.85 feet to the **POINT OF BEGINNING**, and containing 3.397 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 02.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker      Date: January, 2023  
Registered Professional Land Surveyor  
State of Texas No. 5283  
Walker Texas Surveyors, Inc.  
T.B.P.L.S. FIRM NO. 10103800

**SKETCH TO ACCOMPANY A DESCRIPTION OF 3.397 ACRES (APPROXIMATELY 147,954 SQ. FT.)  
IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS,  
BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO FRED R. KAUFMAN  
AND WIFE, ALICE L. KAUFMAN, IN A WARRANTY DEED DATED JUNE 15, 1993 AND  
RECORDED IN VOLUME 2319, PAGE 884, OF THE OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS.**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4748.00'	345.99'	345.92'	N 09°33'33" W	4°10'31"
C2	6632.00'	1591.96'	1588.14'	N 14°20'54" W	13°45'12"

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
Δ	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	S 06°38'53" E	83.78'
L2	S 68°07'33" W	13.58'
L3	N 21°13'30" W	920.74'
L4	N 68°49'34" E	46.85'
L5	S 21°15'13" E	407.47'
L6	S 21°04'44" E	945.00'
L7	S 18°16'18" E	538.22'
L8	S 17°04'32" E	120.85'
L9	S 02°00'22" W	190.77'
L10	S 03°14'23" E	106.88'
L11	S 06°12'52" E	483.99'

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)

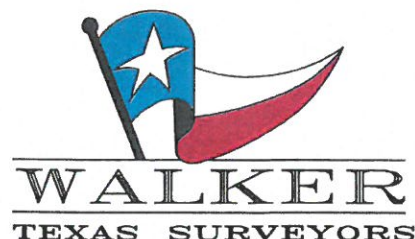
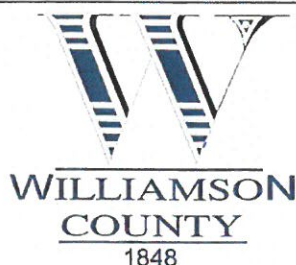
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT  
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS  
AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE AND SHALL NOT  
BE USED OR VIEWED OR RELIED UPON AS  
THE FINAL SURVEY DOCUMENT."

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.  
P.O. BOX 324  
CEDAR PARK, TEXAS 78630  
(512) 259-3361  
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: MARCH , 2023  
DRAWING NO.: 0750504-02-PARCEL 02  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 4 OF 5





PT# 2071
N:10,248,907.25
E:3,074,315.72
PT# 2072
N:10,248,048.98
E:3,074,649.05
PT# 2073
N:10,246,510.38
E:3,075,042.62
PT# 2075
N:10,246,169.26
E:3,075,100.07



SCALE 1"=400'

"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."

Fred R. Kaufman and Alice L. Kaufman  
Called 271.725 Acres  
Volume 2319, Page 884,  
O.R.W.C.

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)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CHARLES G. WALKER, TX. RPLS # 5283.

Fnd. 1/2" I.R.  
MON.

2191.79' (tie)  
S 68°07'33" W

Steve R. Kaufman and Jill Kaufman  
Called 59.045 acres, save and except 3.25 Acres  
Doc. No.: 2001087331, O.P.R.W.C.

PT2075  
L2  
Fnd. 1/2" I.R.  
MON.

Michael J. Tomjack,  
Called 10.40 Acre  
Doc. No.: 9555493,  
O.R.W.C.

Sasha M Tingle,  
Called 11.00 Acres  
Doc. No. 2019059921, O.P.R.W.C.

Kenneth M. Bell and  
Carrie Bell  
Called 24.56 acres  
Document Number 2012065087  
O.P.R.W.C.

Terry Mont Dooley & Laura Jeanette Dooley,  
a Married Couple  
Called 17.97 acres  
Document Number 2021159166  
Document Number 2021175017  
O.P.R.W.C.

Kerry L. Wiggins and  
Cassandra G. Wiggins  
Remainder of  
Called 32.97 acres  
Document Number 2014101100  
O.P.R.W.C.

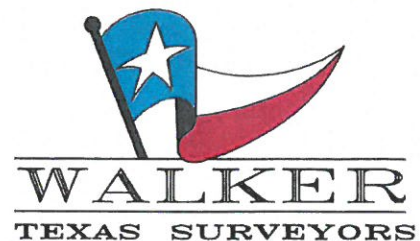
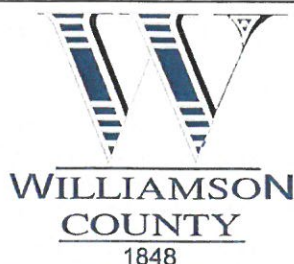




Exhibit "B"

Parcel 2

**DEED**  
County Road 255 Right of Way

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF WILLIAMSON**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **FRED R. KAUFMAN AND ALICE L. KAUFMAN** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 3.397-acres (147,954 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**):

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
FRED R. KAUFMAN

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by FRED R. KAUFMAN in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
ALICE L. KAUFMAN

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by ALICE L. KAUFMAN in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**



**Commissioners Court - Regular Session****32.****Meeting Date:** 05/16/2023

Bagdad at CR 279 Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss and take appropriate action on a real estate contract with Peggy J. Stephens a/k/a Peggy Joyce Stephens for 0.613 acres of ROW needed on Bagdad at County Road 279. (Parcel 39) Funding Source: Road Bonds P#343

**Background**

---

**Fiscal Impact**

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

**Attachments**

Contract

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:21 AM

Started On: 05/10/2023 02:44 PM

**REAL ESTATE CONTRACT**  
CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PEGGY J. STEPHENS A/K/A PEGGY JOYCE STEPHENS** (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:

Being a 0.613-acre (26,701 square foot) parcel of land situated in the JOHN FRANCIS SMITH SURVEY, ABSTRACT NO. 576, in Williamson County, Texas, being a portion of that called 7.0-acre tract of land, in an Affidavit of Heirship to Peggy Joyce Stephens recorded in Document No. 2007072659 of the Official Public Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 39**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE AND ADDITIONAL COMPENSATION**

**Purchase Price**

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of SIXTY-FOUR THOUSAND EIGHTY-TWO and 00/100 Dollars (\$64,082.00).

### Payment of Purchase Price and Additional Compensation

2.02. In addition to the Purchase Price, Purchaser agrees to pay FOURTEEN THOUSAND FOUR HUNDRED FORTY-EIGHT and 00/100 Dollars (\$14,448.00) as additional compensation for the improvements and costs to cure the Property.

2.03. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## **ARTICLE III PURCHASER'S OBLIGATIONS**

### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V CLOSING

### Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before June 14, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and



- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

#### Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 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 agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

Peggy J. Stephens  
Peggy J. Stephens a/k/a Peggy Joyce Stephens

Address: 33 County Rd 281

Date: 9 May 23

Leander, Texas 78641

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_



**DEED**  
County Road 279 @ Bagdad Rd. 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 **PEGGY J. STEPHENS A/K/A PEGGY JOYCE STEPHENS**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Being a 0.613-acre (26,701 square foot) parcel of land situated in the JOHN FRANCIS SMITH SURVEY, ABSTRACT NO. 576, in Williamson County, Texas, being a portion of that called 7.0-acre tract of land, in an Affidavit of Heirship to Peggy Joyce Stephens recorded in Document No. 2007072659 of the Official Public Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 39**);

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

*[signature pages follow]*

**GRANTOR:**

\_\_\_\_\_  
Peggy J. Stephens a/k/a Peggy Joyce Stephens

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2023 by Peggy J. Stephens a/k/a Peggy Joyce Stephens  
in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

County: Williamson  
Parcel : 39 – Peggy Joyce Stephens  
Highway: Bagdad Rd (CR 279)

EXHIBIT \_\_\_\_  
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.613 ACRE (26,701 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN FRANCIS SMITH SURVEY, ABSTRACT NO. 576 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 7.0 ACRE TRACT OF LAND, IN AN AFFIDAVIT OF HEIRSHIP TO PEGGY JOYCE STEPHENS RECORDED IN DOCUMENT NO. 2007072659 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.613 ACRE (26,701 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 85.93 feet left of Bagdad Road Baseline Station 201+34.40 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,199,337.76 E=3,060,606.55), in the existing southerly ROW of way line of County Road (C.R.) 281 (variable width ROW), being the northerly boundary line of said 7.0 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 3/8" iron rod found, being the northeasterly corner of that called 16.331 acre tract of land (Tract 1), described in a Special Warranty Deed to Peggy Stephens recorded in Document No. 2019060898 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said 7.0 acre tract bears S 68°22'06" W at a distance of 321.82 feet;

- 1) **THENCE**, departing said proposed westerly ROW line, with said existing southerly ROW line of C.R. 281, same being the northerly boundary line of said 7.0 acre tract, N 68°22'06" E for a distance of 16.39 feet to an iron rod with plastic cap stamped "ALL POINTS" found, being the cutback for the intersection of the existing westerly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), and said C.R. 281, for an angle point of the herein described parcel;
- 2) **THENCE**, with said ROW cutback line, being the northerly line of said 7.00 acre tract, S 64°51'00" E for a distance of 93.97 feet to an iron rod with plastic cap stamped "ALL POINTS" found, for angle point;

**THENCE**, with said existing westerly ROW line of C.R. 279, same being the easterly boundary line of said 7.0 acre tract, the following four (4) courses:

- 3) S 09°06'25" E for a distance of 62.33 feet to an iron rod with plastic cap stamped "ALL POINTS" found, for angle point;
- 4) S 02°29'50" E for a distance of 186.56 feet to an iron rod with plastic cap stamped "ALL POINTS" found, for angle point;
- 5) S 02°23'14" E for a distance of 339.32 feet to a 3/8" iron rod found, for angle point;
- 6) S 05°34'11" E for a distance of 122.24 feet to a 3/8" iron rod found, being the northeasterly corner of that called 16.00 acre tract of land stated in the Affidavit of Heirship for the decedent Roy Leslie Sullivan II, to his surviving wife Doris Reaves Sullivan recorded in Document No. 2021053474 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 7.0 acre tract, for the southeasterly corner of the herein described parcel;
- 7) **THENCE**, departing said existing ROW line, with the northerly line of said 16.00 acre tract, being the southerly line said 7.0 acre tract per boundary line agreement recorded in Document No. 2018003426 of the Official Public Records of Williamson County, Texas, S 77°23'38" W for a distance of 4.41 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 46.16 feet left of Bagdad Road Baseline Station 193+72.11 in said proposed westerly ROW line of Bagdad Road;

**THENCE**, departing said 16.00 acre tract, with said proposed westerly ROW line, through the interior of said 7.0 acre tract, the following three (3) courses:

- 8) N 08°06'21" W for a distance of 455.83 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 61.27 feet left of Bagdad Road Baseline Station 198+30.52, for angle point;
- 9) N 10°25'03" W for a distance of 283.34 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 64.38 feet left of Bagdad Road Baseline Station 201+16.56, for angle point;



County: Williamson  
Parcel: 39 -- Peggy Joyce Stephens  
Highway: Bagdad Rd (CR 279)

10) N 61°05'09" W for a distance of 27.97 feet to the POINT OF BEGINNING, containing 0.613 acres (26,701 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*

*1 DEC 2022*

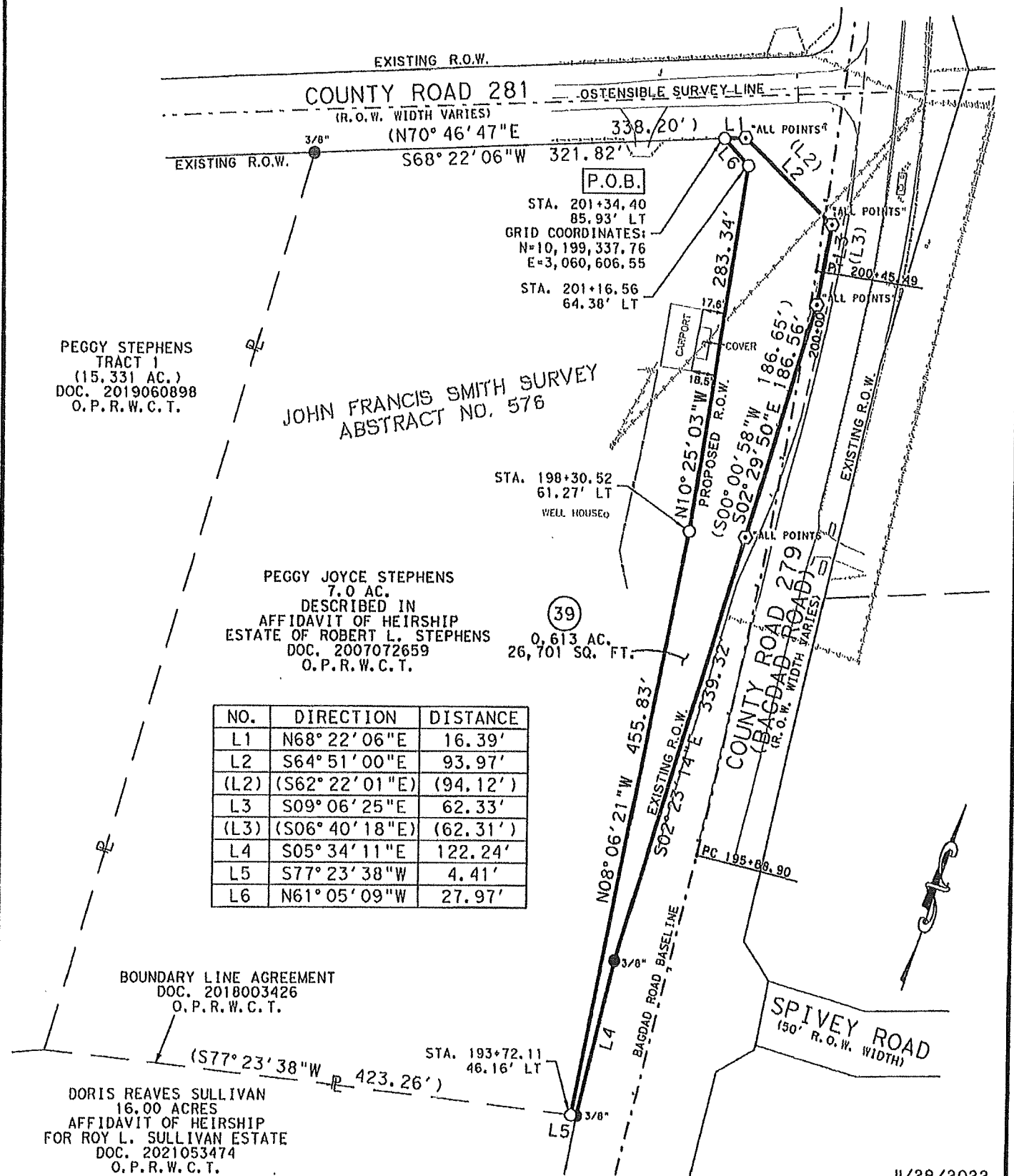
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 39-STEPHENS\PARCEL 39-STEPHENS.doc

## PLAT TO ACCOMPANY PARCEL DESCRIPTION



11/28/2022

PARCEL PLAT SHOWING PROPERTY OF

PEGGY JOYCE STEPHENS

PARCEL 39  
0.613 ACRES  
26,701 Sq. Ft.

PAGE 3 OF 4

S:\BINKLEY &amp; BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 39-STEPHENS\PARCEL 39-STEPHENS.jpg

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
STAMPED "WILLIAMSON COUNTY" FOUND	N.T.S. NOT TO SCALE
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ IRON ROD W/ ALUMINUM CAP	O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
STAMPED "WILLIAMSON COUNTY" SET	O.P.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	OFFICIAL PUBLIC RECORDS
ℙ PROPERTY LINE	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 OF NO. T-165857, ISSUED BY TEXAS NATIONAL TITLE, INC., EFFECTIVE DATE AUGUST 05, 2022, ISSUE DATE AUGUST 15, 2022.

10(4). TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058222 AND ADDENDUM TO DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017063768, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

5. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-51 FOR EXTRATERRITORIAL JURISDICTION OF RECORD IN DOCUMENT NO. 2005066225, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

6. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 (ANNEXING 408.58 ACRES OF LAND TO THE CITY OF LEANDER) OF RECORD IN DOCUMENT NO. 2017011280, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN BOUNDARY LINE AGREEMENT OF RECORD IN DOCUMENT NO. 2018003426, OFFICIAL PUBLIC RECORDS, 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* 1 DEC 2022  
M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



11/28/2022



PARCEL PLAT SHOWING PROPERTY OF

PEGGY JOYCE STEPHENS

PARCEL 39  
0.613 ACRES  
26,701 Sq. Ft.

SCALE  
1" = 100'

PROJECT  
BAGDAD ROAD

COUNTY  
WILLIAMSON

PAGE 4 OF 4

**Commissioners Court - Regular Session****33.****Meeting Date:** 05/16/2023

CR 307 Purchase Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Williamson County Sheriff's Posse, Inc. for 1.327 acres needed for the CR 305/CR 307 project (Parcel 2). Funding Source: Road & Bridge P394

**Background**

---

**Fiscal Impact**

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

**Attachments**

contract

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 01:21 PM

Started On: 05/11/2023 11:37 AM



## **REAL ESTATE CONTRACT**

County Road 305/307 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT (“Contract”) is made by **WILLIAMSON COUNTY SHERIFF’S POSSE, Inc.** (referred to in this Contract as “Seller”) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

Being a 1.327-acre parcel of land out of the Elisha Davis Survey, Abstract No. 172, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property described in Exhibit “A”, shall be the sum of ONE HUNDRED FIFTEEN THOUSAND SIX HUNDRED EIGHT and 00/100 Dollars (\$115,608.00).

2.02 The Purchase price for any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller shall be the sum of SEVENTEEN THOUSAND NINE HUNDRED NINETY-EIGHT and 00/100 Dollars (\$17,998.00).

#### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

### Special Provisions

2.03. Fencing. As additional compensation for the Property, and as an obligation which shall survive the Closing, Purchaser agrees that if prior to June 21, 2023 it is necessary to remove any portion of the existing fencing and gates as shown on the sketch to accompany the Property description in Exhibit "A" which are located within the Property, and Seller has not otherwise constructed relocated or replacement fencing for the remaining property at that time, then Purchaser shall at its sole cost cause temporary fencing to be installed along the new northern Property boundary line prior to existing fence removal.

Any required temporary fencing shall consist of four (4) strand barbed wire and metal posts, or otherwise in substantial compliance with TxDoT Type "C" design specifications or as agreed between Seller and Purchaser in the field. If requested by Seller, following any temporary fence installation the gates at existing driveway entrances shall be relocated to the new Property line at the same drive alignment crossing location.

Unless otherwise agreed between Seller and Purchaser in advance, Purchaser shall always maintain full ingress and egress between the adjacent public roadway and the remaining property of Seller for the two (2) existing drive locations between June 21-28, 2023.

By execution of this Contract Seller agrees that Purchaser shall be temporarily allowed to access the remaining Property of Seller solely to the extent and duration required to carry out the obligations of this paragraph.

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before May 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.



- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

#### **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

#### **ARTICLE VIII MISCELLANEOUS**

##### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

##### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

#### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

#### Legal Construction

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

#### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

#### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

#### Contingent Possession and Use Agreement

8.12. Upon completion of the full execution of this Contract by all parties, Purchaser, its agents and contractors shall be permitted at any time after May 16, 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 County Road 305/307 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature on following pages]*

**SELLER:**

WILLIAMSON COUNTY SHERIFF'S POSSE, INC.

By: Chris Mattice  
Chris Mattice (May 11, 2023 11:40 CDT)

Name: Chris Mattice

Title: Captain

Date: May 11, 2023

Address: P.O. box 2103

Georgetown, Texas, 78628

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_



# EXHIBIT "A"

County: Williamson  
Parcel No.: 2-ROW  
Tax ID: R584017  
Highway: County Road 307 at County Road 305

## METES AND BOUNDS DESCRIPTION FOR PARCEL 2-ROW

BEING A 1.327 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20.000 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY SHERIFF'S POSSE INC., RECORDED IN DOCUMENT NO. 2019034748 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 1.327 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10280093.58, E=3147892.85) monumenting the southwest corner of the called 5.00 acre tract of land conveyed to John English, Trustee, Mark Adams, Trustee, Gail Sampley, Trustee and Gloria Vrana, Trustee of the New Hope Baptist Church of Jarrell, recorded in Document No. 2011004979 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 13 acre tract of land conveyed to Paula J. Cockrum and Karen Wilson Dye, Co-Trustees of the B. J. Wilson Irrevocable Trust, recorded in Document No. 2016016197 of the Official Public Records of Williamson County, Texas, same being on the most westerly northwest corner of the called 0.92 acre tract of land conveyed to County Judge John Doerfler, recorded in Document No. 9749963 of the Official Records of Williamson County, Texas, same being on the north right-of-way line of County Road 305, from which an iron rod found with cap marked "Forest" monumenting the northwest corner of said 5.00 acre New Hope Baptist Church of Jarrell tract, same being on a point on the east boundary line of said 13 acre B. J. Wilson Irrevocable Trust tract, same being an exterior ell corner of said 20.000 acre Williamson County Sheriff's Posse Inc. tract, bears N 21°04'51" W for a distance of 725.99 feet;

THENCE, N 68°34'07" E with the south boundary line of said 5.00 acre New Hope Baptist Church of Jarrell tract, the northerly boundary line of said 0.92 acre County Judge John Doerfler tract, and said north right-of-way line of County Road 305 for a distance of 299.87 feet to an iron rod found with cap marked "Forest" (Surface Coordinates: N=10280203.15, E=3148171.98) monumenting the southeast corner of said 5.00 acre New Hope Baptist Church of Jarrell tract and the southwest corner of said 20.000 acre Williamson County Sheriff's Posse Inc. tract, for the southwest corner and **POINT OF BEGINNING** hereof;

County: Williamson  
Parcel No.: 2-ROW  
Tax ID: R584017  
Highway: County Road 307 at County Road 305

THENCE, **N 21°04'25" W** with the east boundary line of said 5.00 acre New Hope Baptist Church of Jarrell tract and the west boundary line of said 20.000 acre Williamson County Sheriff's Posse Inc. tract for a distance of **80.84 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", for the northwest corner hereof;

THENCE, **N 68°50'29" E** through the interior of said 20.000 acre Williamson County Sheriff's Posse Inc. tract for a distance of **722.43 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the east boundary line of said 20.000 acre Williamson County Sheriff's Posse Inc. tract and the west boundary line of the remnant portion of the called 446.1 acre tract of land (Fourth Tract) conveyed to Solana Ranch Company, recorded in Volume 365, Page 115 of the Deed Records of Williamson County, Texas, for the northeast corner hereof, from which an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the northeast corner of said 20.000 acre Williamson County Sheriff's Posse Inc. tract and an interior ell corner of said remnant portion of the called 446.1 acre Solana Ranch Company tract, bears N 21°05'06" W for a distance of 984.28 feet;


THENCE, **S 21°05'06" E** with said east boundary line of the 20.000 acre Williamson County Sheriff's Posse Inc. tract and said west boundary line of the remnant portion of the called 446.1 acre Solana Ranch Company tract for a distance of **79.19 feet** to an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the southeast corner of said 20.000 acre Williamson County Sheriff's Posse Inc. tract and the most southerly southwest corner of said remnant portion of the called 446.1 acre Solana Ranch Company tract, same being on a point in said northerly boundary line the 0.92 acre County Judge John Doerfler tract, same being on a point in said north right-of-way line of County Road 305, for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said remnant portion of the called 446.1 acre Solana Ranch Company tract, same being on an interior ell corner of said 0.92 acre County Judge John Doerfler tract, same being on the intersection of said north right-of-way line of County Road 305 and the west right-of-way line of County Road 307, bears N 68°41'24" E for a distance of 300.25 feet;

County: Williamson  
Parcel No.: 2-ROW  
Tax ID: R584017  
Highway: County Road 307 at County Road 305

THENCE, **S 68°42'40" W** with the south boundary line of said 20.000 acre Williamson County Sheriff's Posse Inc. tract, said northerly boundary line of the 0.92 acre County Judge John Doerfler tract, and said north right-of-way line of County Road 305 for a distance of **722.45 feet** to the **POINT OF BEGINNING** hereof and containing 1.327 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor of 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100  
T.B.P.E.L.S. FIRM NUMBER 10006900



August 10, 2021

SHANE SHAFER, R.P.L.S. NO. 5281      DATE



Z:\WCRB\ 2020 WA-5 CR 307 TOPO ROW 2021-63\ STANDARD LAND SURVEYS ROW PARCELS\PARCEL  
2-ROW WILLIAMSON COUNTY SHERIFFS\CR 307 PARCEL 2-ROW STANDARD LAND SURVEY M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.327 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20,000 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY SHERIFF'S POSSE INC., RECORDED IN DOCUMENT NO. 2019034748 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 1600 COUNTY ROAD 305, JARRELL, TX 76537

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°17'20"E	55.29'
L2	S21°18'36"E	57.96'

SCALE: 1" = 60'

EXTERIOR ELL CORNER  
OF CALLED 20,000 AC.  
DOC. NO. 2019034748  
FROM WHICH A  
2" METAL POST  
BEARS S02°09'37"E 0.58'

W/CAP  
"FOREST"  
CALCULATED  
2MP  
N21°04'25"W  
644.96'

JOHN ENGLISH, TRUSTEE,  
MARK ADAMS, TRUSTEE,  
GAIL SAMPLEY, TRUSTEE AND  
GLORIA VRANA, TRUSTEE OF THE  
NEW HOPE BAPTIST  
CHURCH OF JARRELL  
CALLED 5.00 AC.  
DOC. NO. 2011004979

PAULA J. COCKRUM AND  
KAREN WILSON DYE,  
CO-TRUSTEES  
OF THE B. J. WILSON  
IRREVOCABLE TRUST  
CALLED 13 ACRES  
DOC. NO. 2016016197

SURFACE COORDINATES:  
N=10280093.58  
E=3147892.85  
P.O.C.

SURFACE COORDINATES:  
N=10280203.15  
E=3148171.98  
P.O.B.

ELISHA DAVIS SURVEY  
ABSTRACT NO. 172

WILLIAMSON COUNTY  
SHERIFF'S POSSE INC.  
CALLED 20,000 AC.  
DOC. NO. 2019034748

W.C.A.D. TAX ID: R584017

N68°50'29"E 722.43'

PARCEL 2-ROW  
1.327 ACRES

COUNTY JUDGE JOHN DOERFLER  
CALLED 0.92 AC.  
DOC. NO. 9749963

N68°34'07"E 299.87'

COUNTY ROAD 305

ASPHALT ROADWAY

THE CITY OF JARRELL  
TRACT THREE  
DOC. NO. 2007105135  
DESCRIBED IN  
DOC. NO. 2002080904

BERNARDO ESPINOZA AND  
MARGARITO ESPINOZA  
TRACT 1 - CALLED 12.01 AC.  
DOC. NO. 2017069236

PARCEL 2-ROW  
SHEET 1 OF 3

<> DIAMOND SURVEYING, INC.  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100  
T.B.P.E.L.S. FIRM NO. 10006900



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.327 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20,000 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY SHERIFF'S POSSE INC., RECORDED IN DOCUMENT NO. 2019034748 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.  
 PROPERTY ADDRESS: 1600 COUNTY ROAD 305, JARRELL, TX 76537

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°17'20"E	55.29'
L2	S21°18'36"E	57.96'

SCALE: 1" = 60'

ELISHA DAVIS SURVEY  
 ABSTRACT NO. 172

W.C.A.D. TAX ID: R584017  
 WILLIAMSON COUNTY  
 SHERIFF'S POSSE INC.  
 CALLED 20,000 AC.  
 DOC. NO. 2019034748

SOLANA RANCH COMPANY  
 REMNANT PORTION OF  
 FOURTH TRACT CALLED 446.1 AC.  
 VOL. 365, PG. 115

PARCEL 2-ROW  
 1.327 ACRES  
 COUNTY JUDGE JOHN DOERFLER  
 CALLED 0.92 AC.  
 DOC. NO. 9749963

NORTH EAST CORNER  
 OF CALLED 20,000 AC.  
 DOC. NO. 2019034748  
 W/CAP  
 "QUICK"

N68°50'29"E 722.43'

PROPOSED RIGHT-OF-WAY

S21°05'06"E 984.28'

79.19'

N68°41'24"E 300.25'

EXISTING RIGHT-OF-WAY

MATCHLINE SHEET 1

S68°42'40"W

722.45'

COUNTY ROAD 305

ASPHALT ROADWAY

EXISTING RIGHT-OF-WAY

10' ROAD WIDENING EASEMENT

25' B.L. CAB. G. SLD. 59

LOT 1

PRAIRIE VIEW ESTATES  
 CAB. G. SLD. 59

PRAIRIE VIEW ESTATES  
 CAB. G. SLD. 59

PRAIRIE VIEW ESTATES  
 CAB. G. SLD. 59

PRAIRIE VIEW ESTATES  
 CAB. G. SLD. 59

LOT 2

LOT 3

LOT 4

PARCEL 2-ROW  
 SHEET 3 OF 3

BERNARDO ESPINOZA AND  
 MARGARITO ESPINOZA  
 TRACT 1 - CALLED 12.01 AC.  
 DOC. NO. 2017069236

AL CLAWSON  
 DISPOSAL, INC.  
 CALLED 0.916  
 DOC. NO. 20201222790

<> DIAMOND SURVEYING, INC.  
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
 (512) 931-3100  
 T.B.P.E.I.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.327 ACRE TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 20.000 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY SHERIFFS POSSE INC., RECORDED IN DOCUMENT NO. 2019034748 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.  
PROPERTY ADDRESS: 1600 COUNTY ROAD 305, JARRELL, TX 76537

#### NOTES:

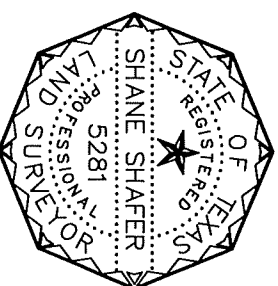
- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM, DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 3) PARCEL 2-ROW SHOWN HEREON LIES WITHIN ZONE "X" (NO SCREEN), AREAS OF MINIMAL FLOOD HAZARD ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.
- 5) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

#### LEGEND

●	IRON ROD FOUND
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
WM	WATER METER
2MP	2" METAL POST
OP	POWER POLE
— 00 — 00 —	OVERHEAD UTILITY LINE
— X — X —	WIRE FENCE
— // — // —	EDGE OF PAVEMENT
CMP	CORRUGATED METAL PIPE
B.L.	BUILDING SETBACK LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.A.D.	WILLIAMSON CENTRAL APPRAISAL DISTRICT

To: Williamson County, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 09, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



PARCEL 2-ROW  
SHEET 3 OF 3

SHANE SHAFER, R.P.L.S. NO. 5281

AUGUST 10, 2021  
DATE

<> DIAMOND SURVEYING, INC.  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100  
T.B.P.E.L.S. FIRM NO. 10006900

**DEED**  
County Road 305/307 Right of Way

**THE STATE OF TEXAS**  
  
**COUNTY OF WILLIAMSON**

§  
§  
§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **WILLIAMSON COUNTY SHERIFF'S POSSE INC.**, 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"):

Being a 1.327-acre (57,804 SF) parcel of land out of the Elisha Davis Survey, Abstract No. 172, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.  
**(Parcel 2)**

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 305/307.

**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 on following page]*



**GRANTOR:**

WILLIAMSON COUNTY SHERIFF'S POSSE INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****34.****Meeting Date:** 05/16/2023

Letter Agreement for Utility Easements

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a letter agreement with Djuanus Keith Thomas and Staci Thomas for waterline and electric aerial utility easements. Funding: Road Bond P 366

**Background**

---

**Fiscal Impact**

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

**Attachments**

Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:37 AM

Started On: 05/11/2023 09:11 AM

# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

[don@scrllaw.com](mailto:don@scrllaw.com)

May 10, 2023

**Via e-mail**

Djauanus Keith and Staci Thomas  
1466 CR 332  
Jarrell, TX 76537

Re: CR 332-Waterline and Electric Aerial Utility Easements  
Parcel No.: 3E

Dear Mr. and Mrs. Thomas:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement to Lone Star Regional Water Authority and an electric aerial easement to Bartlett Electric Cooperative, Inc. in and across a portion of your property and required as part of Williamson County's proposed improvements to CR 332 ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to WMCO of a fully executed and acknowledged Waterline Easement and Electric Aerial Right of Way Easement ("Easements") in and to 0.029 acre of land, and in the form as set out in Exhibits "A & B" attached hereto and incorporated herein, WMCO shall pay Owner the sum of **\$3,222.50** in cash or other good funds.

2. If requested by Williamson County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request, the Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.


Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,


*Don Childs*

Don Childs  
Sheets & Crossfield, PLLC

**AGREED:**

By:   
Djuanus Keith Thomas

Date: May 10, 2023

By:   
Staci Thomas

Date: May 11, 2023



**ACCEPTED AND AGREED BY COUNTY:**

Williamson County

By: \_\_\_\_\_

Bill Gravell, Jr.

Williamson County Judge

Date: \_\_\_\_\_

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

## WATER LINE EASEMENT

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

STATE OF TEXAS

COUNTY OF WILLIAMSON

**KNOW ALL MEN BY THESE PRESENTS**, that Djuanus Keith Thomas and Staci Thomas, husband and wife (the "**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Lone Star Regional Water Authority (the "**Grantee**") whose address is P.O. Box 554, Jarrell, Texas 76537 Attn: General Manager, the receipt and sufficiency of which is hereby acknowledged, and for which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Grantee and its successors and assigns, an irrevocable, non-exclusive, permanent and perpetual water line easement (the "**Easement**") to survey, install, construct, operate, maintain, inspect, repair, replace, modify, upgrade, relocate, add, and remove water line facilities and other related facilities and equipment which may consist of multiple lines, pipes or conduits, and all incidental surface and subsurface apparatus, equipment, appurtenances and facilities, including, but not limited to valves, fittings, connections, hydrants, taps, meters, air vents, manholes, corrosion control equipment and related items necessary for access to or protection of the installed improvements (the "**Facilities**") over, across, under, and upon that .029 acre (1,260 square foot) tract of land, together with free, uninterrupted and continuous non-exclusive access to and from the Easement over and across such other portions of property owned by Grantor as may be necessary for ingress, egress and regress by Grantee, its employees, agents and contractors to and from the Easement (the "**Access Easement**"), provided however the right to use such Access Easement shall only be effective if there is no reasonably available access to the permanent easement area from a public right of way.

The Easement hereby granted shall be located on the property further described by metes and bounds and sketch as shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Facilities. Grantee may engage in all activities as may be necessary, requisite, convenient or appropriate in connection with the Easements and the Facilities. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, grass, ground cover and other vegetation and improvements from within the Easement which in the opinion of Grantee interfere with or damage the Facilities, and the right to bring materials to and to bring and operate such

equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easements are granted. Grantee will, at all times after performing any work in connection with the Easement, remove debris generated by Grantee from the Easements and restore the surface grade and native ground cover necessary to prevent erosion of the Easements to substantially similar conditions as existed prior to the undertaking of any such work; provided however, the Grantee shall not be: (a) required to repair or replace any trees, growth, shrubbery, other vegetation or improvements removed by Grantee from the Easements or damaged by Grantee in the course of the proper exercise of its permitted rights pursuant to this Water Line Easement except as identified herein; or (b) liable for the value of any other trees, growth, shrubbery, other vegetation or improvements, except for planted crops, removed by Grantee from the Easements or damaged by Grantee in the course of the proper exercise of its permitted rights pursuant to this Water Line Easement.

Grantor expressly reserves the right to use the surface of the Easements for purposes that do not directly or indirectly interfere with, interrupt or impair Grantee's use of the Easements or directly or indirectly interfere with or damage the Facilities, including specifically aerial only (no poles) electric facilities. Grantor further specifically reserves the rights to use, construct, reconstruct, allow, or maintain streets, sidewalks, roads or driveways, fences and gates, water lines, aerial electric (no poles) and dry utility service lines at such place or places as Grantor may from time to time hereafter select for public or private use, on, over and across the Easement at any angle not less than forty-five (45) degrees to Grantee's water lines; provided however, without the prior consent of Grantee the Grantor shall not: (a) install or construct any permanent structures or improvements on the permanent Easement; or (b) install any vegetation in the permanent Easement other than grass, ground cover, and crops;

Grantor, its successors or assigns, shall not install or construct wastewater lines, gas pipelines, or petroleum pipelines (i) above Grantee's water lines, (ii) at an angle less than 45 degrees to Grantee's water lines, or (iii) with a separation distance of less than two feet from Grantee's water lines, without prior consent of Grantee.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Grantor represents to Grantee that: (i) Grantor is the current owner of the property which will be subject to the Easements; (ii) Grantor is authorized to grant the Easements without obtaining the prior consent of any party; and (iii) the Easements are not and will not be subject to any prior liens of record or other liens securing financial or other obligations of Grantor.

The Easement herein granted shall be perpetual and shall run with the land, and the terms and provisions of this Water Line Easement shall be binding on Grantor and Grantee and their respective heirs, administrators and executors or successors and assigns, as applicable. Nothing herein shall be deemed nor construed to be a dedication of the Easements for use by the general public or a conveyance of Grantor's fee estate in the Easements.



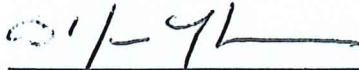
TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easements unto the Grantee, its successor and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights to ingress, egress, and regress and the right to assign said Easements or any portion thereof. Grantor does hereby bind Grantor and Grantor's heirs, administrators, executors or successors and assigns, as applicable, to WARRANT AND FOREVER DEFEND, all and singular the said Easements and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or the claim the same or any part thereof.

**Grantor expressly acknowledges and consents to Grantee's assignment of undivided interests in this Water Line Easement to Sonterra Municipal Utility District and Jarrell-Schwertner Water Supply Corporation for the purposes of installing and maintaining water lines owned and operated by Sonterra Municipal Utility District and Jarrell-Schwertner Water Supply Corporation in addition to Grantee's Facilities.**

*[signature pages follow]*

Executed this 9<sup>th</sup> day of May, 2023

**GRANTOR:**



Djuanus Keith Thomas



Staci Thomas

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 9<sup>th</sup> day of May, 2023  
by Djuanus Keith Thomas and Staci Thomas.



  
Notary Public, State of Texas

After Recording, Return to:

S.D. Kallman, LP  
1106 S Mays St. Ste. 101  
Round Rock, TX 78664

**EXHIBIT \_\_\_\_\_**  
**PROPERTY DESCRIPTION FOR PARCEL 3-E**

DESCRIPTION OF A 0.029 ACRE (1,260 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE G.A. SCHNEIDER SURVEY, ABSTRACT NO. 579 (UNVERIFIED) IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMIANDER OF THAT CALLED 8.23 ACRES DESCRIBED IN GENERAL WARRANTY DEED WITH VENDERS LIEN TO DJUANUS KEITH THOMAS AND WIFE STACI THOMAS RECORDED IN DOCUMENT NO. 2017066397 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.029 ACRE (1,260 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of County Road (C.R.) 332 baseline station 33+02.90 in the existing curving easterly Right-of-Way (ROW) line of C.R. 332 (ROW width varies), having grid coordinates of N=10,270,364.24 E=3,158,314.71, set 68.00 feet right of C.R. 332 baseline station 33+02.90, being the northwesterly corner of the remainder of Lot 1, Block "A", Final Plat of Alvarado Subdivision recorded in Document No. 2020038195 of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of said remainder of the 8.23 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said remainder of Lot 1, with the westerly line of said remainder of the 8.23 acre tract, same being said existing curving ROW line to the right, having a radius of **3,932.00** feet, a delta angle of **00°44'04"**, an arc length of **50.40** feet, and a chord which bears **N 16°51'08" W**, a distance of **50.40** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 332 baseline station 33+54.17, in the southerly boundary line of that called 5.74 acre tract of land described in General Warranty Deed to Pedro Aguado and Rosa Aguado in Document No. 2009082892 of the Official Public Records of Williamson County, Texas, being the northwesterly corner of said remainder of the 8.23 acre tract, for the northwesterly corner of the herein described parcel;
- 2) **THENCE**, departing said existing ROW line, with the common boundary line of said remainder of the 8.23 acre tract and said 5.74 acre tract, **N 68°36'10" E**, for a distance of **25.09** feet to a calculated point, for the northeasterly corner of the herein described parcel;
- 3) **THENCE**, departing said 5.74 acre tract, through the interior of said remainder of the 8.23 acre tract, with the proposed curving easterly easement line to the left, having a radius of **3,907.00** feet, a delta angle of **00°44'21"**, an arc length of **50.40** feet, and a chord which bears **S 16°49'23" E**, a distance of **50.40** feet to a calculated point, in the common boundary line of said remainder of Lot 1, and said remainder of the 8.23 acre tract, for the southeasterly corner of the herein described parcel and from which an iron rod with plastic cap stamped "FOREST 1847" found, in the westerly line of that called 230.22 acre tract described in a Special Warranty Deed to WBW Single Land Investment, LLC-Series 111 recorded in Document No. 2019092046 of the Official Public Records of Williamson County, Texas, being the southeasterly corner of said remainder of the 8.23 acre tract, same being the northeasterly corner of said remainder of Lot 1, bears **N 68°36'10" E**, at a distance of 1,467.34 feet;
- 4) **THENCE**, with the common boundary line of said remainder of Lot 1 and said remainder of the 8.23 acre tract, **S 68°36'10" W**, a distance of **25.07** feet to the **POINT OF BEGINNING**, containing 0.029 acres, (1,260 square feet) of land, more or less.



County: Williamson  
Parcel: 3-E  
Project: CR 332

Rev. Feb. 15, 2023  
Page 2 of 4

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   §

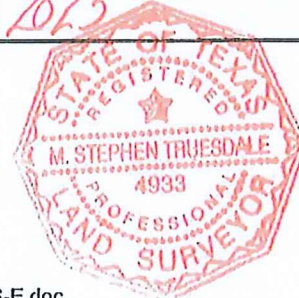
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
\_\_\_\_\_  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date

*27 FEB 2023*



S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 3 THOMAS\EASEMENT\PARCEL 3-THOMAS-E.doc

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

PEDRO AGUADO and ROSA AGUADO  
5.74 ACRES  
DOC. NO. 2009082892  
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	S68°36'10"W	68.57'
L2	S68°36'10"W	72.59'
L3	N68°36'10"E	25.09'
L4	S68°36'10"W	25.07'

15' UTILITY EASEMENT  
DOC. NO. 2003113438  
O.P.R.W.C.T.

DUANUS KEITH THOMAS and wife,  
STACI THOMAS  
8.23 ACRES  
DOC. NO. 2017066397  
O.P.R.W.C.T.

0.029 AC.  
1,260 SQ. FT.

(S71°00'W 1,560.56')  
N68°36'10"E 1,467.34'  
(S68°35'36"W 1,560.39')

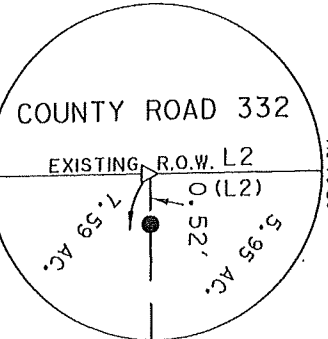
FINAL PLAT OF  
ALVARADO SUBDIVISION  
DOC. NO. 2020038195  
O.P.R.W.C.T.

LOT 1  
BLOCK "A"  
(5.96 ACRES)

GA. SCHNEIDER SURVEY  
No. 579  
(UNVERIFIED)

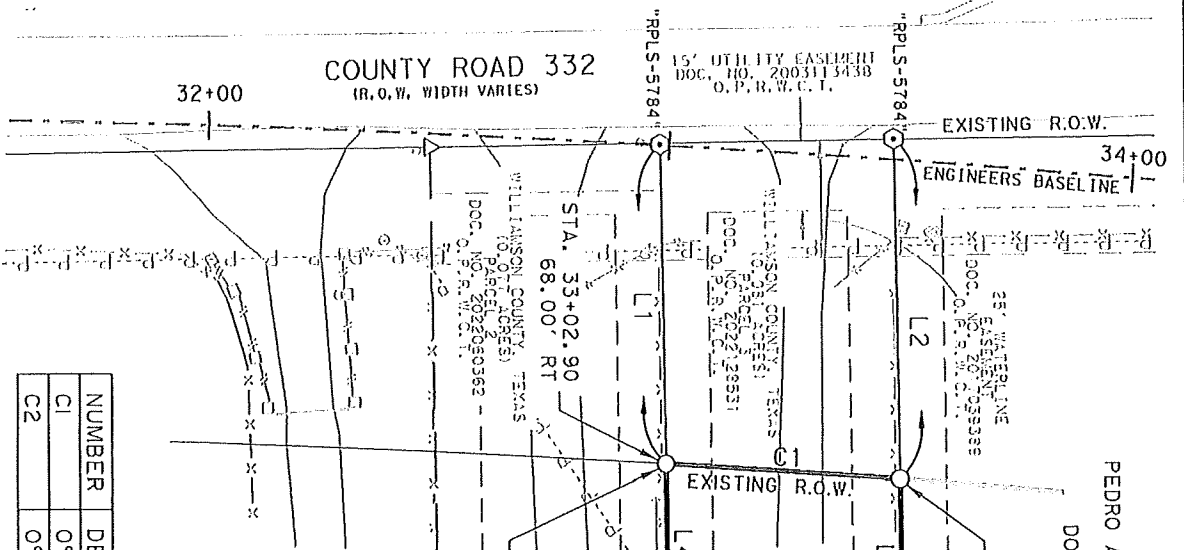
WBW SINGLE LAND  
INVESTMENT, LLC-SERIES 111  
230.22 ACRES  
DOC. NO. 2019092046  
O.P.R.W.C.T.

DETAIL  
M.T.S.



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	0°44'04"	3,932.00'	50.40'	50.40'	N6°51'08"W
C2	0°44'21"	3,907.00'	50.40'	50.40'	S16°49'23"E

MARIO SOLIS and ROSA SOLIS  
7.59 ACRES  
DOC. NO. 2019045511  
O.P.R.W.C.T.



**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78661  
PH. (512) 238-1200 FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE  
1" = 40'

PARCEL PLAT SHOWING PROPERTY OF  
**DUANUS KEITH THOMAS and wife,  
STACI THOMAS**

COUNTY ROAD 332  
PROJECT  
COUNTY WILLIAMSON

PARCEL 3E  
0.029 ACRES  
1,260 Sq. Ft.  
PAGE 3 OF 4

REV: 02/13/2023

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

○	IRON ROD WITH ALUMINUM CAP	P.O.B.	POINT OF BEGINNING
⊙	STAMPED "WILLIAMSON COUNTY" SET	( )	RECORD INFORMATION
⊙	IRON ROD WITH PLASTIC OR	P.R.W.C.T.	PLAT RECORDS
●	ALUMINUM CAP FOUND - AS NOTED	WILLIAMSON COUNTY, TEXAS	
Δ	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS
Δ	CALCULATED POINT	WILLIAMSON COUNTY, TEXAS	
▲	MAG NAIL FOUND	O.R.W.C.T.	OFFICIAL RECORDS
⌚	PROPERTY LINE	WILLIAMSON COUNTY, TEXAS	
⌚	DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
⌚	LINE BREAK	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 OF NO. GT2100235, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE NOVEMBER 8, 2021, ISSUE DATE NOVEMBER 17, 2021.

1. RESTRICTIVE COVENANTS: DOCUMENT NOS. 2003113438, 2005084004, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10C. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 2309, PAGE 180, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN DOCUMENT NO. 2005037737, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2006016063, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2010027438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. 15 FOOT UTILITY EASEMENT ALONG THE FRONT AND REAR LOT LINES AND 10 FOOT EASEMENT ALONG EACH SIDE LOT LINE AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

H. DECLARANT RESERVES THE RIGHT TO LOCATE, CONSTRUCT, ERECT AND MAINTAIN OR CAUSE TO BE LOCATED, CONSTRUCTED, ERECTED AND MAINTAINED IN AND ON ANY AREAS OWNED BY DECLARANT PIPELINES, CONDUITS, WIRES AND IMPROVEMENTS RELATING TO A PUBLIC UTILITY FUNCTION WITH THE RIGHT OF ACCESS TO THE SAME AT ANY TIME FOR THE PURPOSE OF REPAIR AND MAINTENANCE AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER SUPPLY AUTHORITY RECORDED IN DOCUMENT NO. 2017039389, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

M. STEPHEN TRUESDALE DATE 27 Feb 2023

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

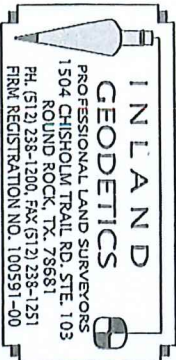
LICENSED STATE LAND SURVEYOR

INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



REV: 02/13/2023



PARCEL PLAT SHOWING PROPERTY OF

DUANUS KEITH THOMAS and wife,  
STACI THOMAS

SCALE  
1" = 40'

PROJECT  
COUNTY ROAD 332

COUNTY  
WILLIAMSON

PARCEL 3E  
0.029 ACRES  
1,260 Sq. Ft.  
PAGE 4 OF 4

EXHIBIT "B" FORM OF EASEMENT FOLLOWS



**ELECTRIC AERIAL RIGHT-OF-WAY EASEMENT  
AND COVENANT OF ACCESS**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

That DJUANUS KEITH THOMAS AND STACI THOMAS, husband and wife, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an aerial easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, conductors, wires, racks, and equipment over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Aerial Easement").

The Aerial Easement and its rights and privileges herein granted shall include the right to any additional working space about or near the Aerial Easement as may be reasonably necessary, together with the right of pedestrian and/or vehicular ingress and egress over, across, along, and upon Grantor's Property and Grantor's adjoining land to or from the Aerial Easement for the purposes of providing electric utility service to Grantor and/or others (overhead), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, modifying, increasing or reducing the capability of, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Aerial Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The width of the Aerial Easement, described in Exhibit A, shall be throughout the area of the Grantor's Property over which the Cooperative's facilities overhang aerially, which unobstructed aerial easement and right of way shall be limited to and extend from a plane fifteen feet (15' 0") above ground level upward from the surface of the Property so long as such use also complies with any clearance or separation distances required by the National Electrical Safety Code or other applicable state or local statute or permitting requirements. This unobstructed Aerial Easement begins at a plane at ground level and extends infinitely upward. It is understood, however, that Cooperative shall have no right to erect any structures on the above-described Aerial Easement but may overhang such Aerial Easement with facilities attached to structures which are located on property or right-of-way adjacent to Grantor's Property. The Cooperative shall also have the right to access so much of the remainder of the Grantor's Property as may be reasonably necessary to install, maintain, repair, and/or remove facilities that may at any time be necessary, at Cooperative's sole discretion, for the purpose herein specified.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Aerial Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Aerial Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, trailer, or any other obstruction, including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Aerial Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Aerial Easement of any or all structures, buildings, trailers, and/or any other obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on the Grantor's Property as well as all damages, if any, to the Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on the Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the Aerial Easement clear of trees, undergrowth, brush and obstructions.

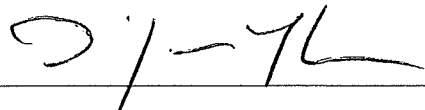
Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

---

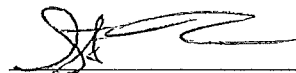
Grantor agrees that all of Cooperative's facilities installed over Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Aerial Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Aerial Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE AERIAL EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

WITNESS our hands this 9<sup>th</sup> day of May, 2023.



DJUANUS KEITH THOMAS



STACI THOMAS

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Williamson

§  
§  
§

This instrument was acknowledged before me on the 9<sup>th</sup> day of May, 2023  
by Dylan Keith Thomas, the person(s) named as Grantor(s) on the first page of this document.



Deborah Everett  
Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Williamson

§  
§  
§

This instrument was acknowledged before me on the 9<sup>th</sup> day of May, 2023  
by Maec Thomas, the person(s) named as Grantor(s) on the first page of this document.



Deborah Everett  
Notary Public, State of Texas

\*\*\*\*\*  
DO NOT WRITE BELOW THIS LINE  
COUNTY

\*\*\*\*\*  
RESERVED SPACE BELOW FOR RECORDING AT

**EXHIBIT A**  
**PROPERTY DESCRIPTION FOR PARCEL 3-E**

DESCRIPTION OF A 0.029 ACRE (1,260 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE G.A. SCHNEIDER SURVEY, ABSTRACT NO. 579 (UNVERIFIED) IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMIANDER OF THAT CALLED 8.23 ACRES DESCRIBED IN GENERAL WARRANTY DEED WITH VENDERS LIEN TO DJUANUS KEITH THOMAS AND WIFE STACI THOMAS RECORDED IN DOCUMENT NO. 2017066397 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.029 ACRE (1,260 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of County Road (C.R.) 332 baseline station 33+02.90 in the existing curving easterly Right-of-Way (ROW) line of C.R. 332 (ROW width varies), having grid coordinates of N=10,270,364.24 E=3,158,314.71, set 68.00 feet right of C.R. 332 baseline station 33+02.90, being the northwesterly corner of the remainder of Lot 1, Block "A", Final Plat of Alvarado Subdivision recorded in Document No. 2020038195 of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of said remainder of the 8.23 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said remainder of Lot 1, with the westerly line of said remainder of the 8.23 acre tract, same being said existing curving ROW line to the right, having a radius of **3,932.00** feet, a delta angle of **00°44'04"**, an arc length of **50.40** feet, and a chord which bears **N 16°51'08" W**, a distance of **50.40** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 332 baseline station 33+54.17, in the southerly boundary line of that called 5.74 acre tract of land described in General Warranty Deed to Pedro Aguado and Rosa Aguado in Document No. 2009082892 of the Official Public Records of Williamson County, Texas, being the northwesterly corner of said remainder of the 8.23 acre tract, for the northwesterly corner of the herein described parcel;
- 2) **THENCE**, departing said existing ROW line, with the common boundary line of said remainder of the 8.23 acre tract and said 5.74 acre tract, **N 68°36'10" E**, for a distance of **25.09** feet to a calculated point, for the northeasterly corner of the herein described parcel;
- 3) **THENCE**, departing said 5.74 acre tract, through the interior of said remainder of the 8.23 acre tract, with the proposed curving easterly easement line to the left, having a radius of **3,907.00** feet, a delta angle of **00°44'21"**, an arc length of **50.40** feet, and a chord which bears **S 16°49'23" E**, a distance of **50.40** feet to a calculated point, in the common boundary line of said remainder of Lot 1, and said remainder of the 8.23 acre tract, for the southeasterly corner of the herein described parcel and from which an iron rod with plastic cap stamped "FOREST 1847" found, in the westerly line of that called 230.22 acre tract described in a Special Warranty Deed to WBW Single Land Investment, LLC-Series 111 recorded in Document No. 2019092046, of the Official Public Records of Williamson County, Texas, being the southeasterly corner of said remainder of the 8.23 acre tract, same being the northeasterly corner of said remainder of Lot 1, bears **N 68°36'10" E**, at a distance of 1,467.34 feet;
- 4) **THENCE**, with the common boundary line of said remainder of Lot 1 and said remainder of the 8.23 acre tract, **S 68°36'10" W**, a distance of **25.07** feet to the **POINT OF BEGINNING**, containing 0.029 acres, (1,260 square feet) of land, more or less.



County: Williamson  
Parcel: 3-E  
Project: CR 332

Rev. Feb. 15, 2023  
Page 2 of 4

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   §

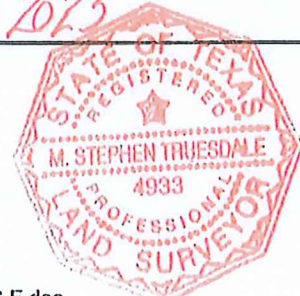
That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
\_\_\_\_\_  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date

*27 FEB 2023*



S:\SEILER-LANKES\CR 332\PARCELS\PARCEL 3 THOMAS\EASEMENT\PARCEL 3-THOMAS-E.doc

PLAT TO ACCOMPANY PARCEL DESCRIPTION

PEDRO AGUADO and ROSA AGUADO  
5.74 ACRES  
DOC. NO. 2009082892  
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	S68°36'10"W	68.57'
L2	S68°36'10"W	72.59'
L3	N68°36'10"E	25.09'
L4	S68°36'10"W	25.07'

DUJANUS KEITH THOMAS and wife,  
STACI THOMAS  
8.23 ACRES  
DOC. NO. 2017066397  
O.P.R.W.C.T.

1,260 SQ. FT.  
0.029 AC.

15' UTILITY EASEMENT  
DOC. NO. 2003113438  
O.P.R.W.C.T.

(S71°00'W 1,560.56')  
N68°36'10"E 1,467.34'  
(S68°35'36"W 1,560.39')

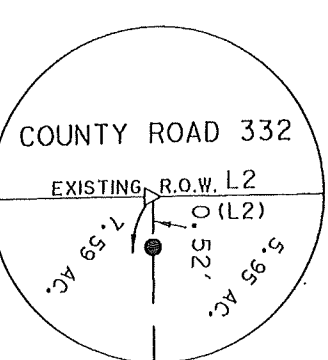
FINAL PLAT OF  
ALVARADO SUBDIVISION  
DOC. NO. 2020038195  
O.P.R.W.C.T.

WBW SINGLE LAND  
INVESTMENT, LLC-SERIES 111  
230.22 ACRES  
DOC. NO. 2019092046  
O.P.R.W.C.T.

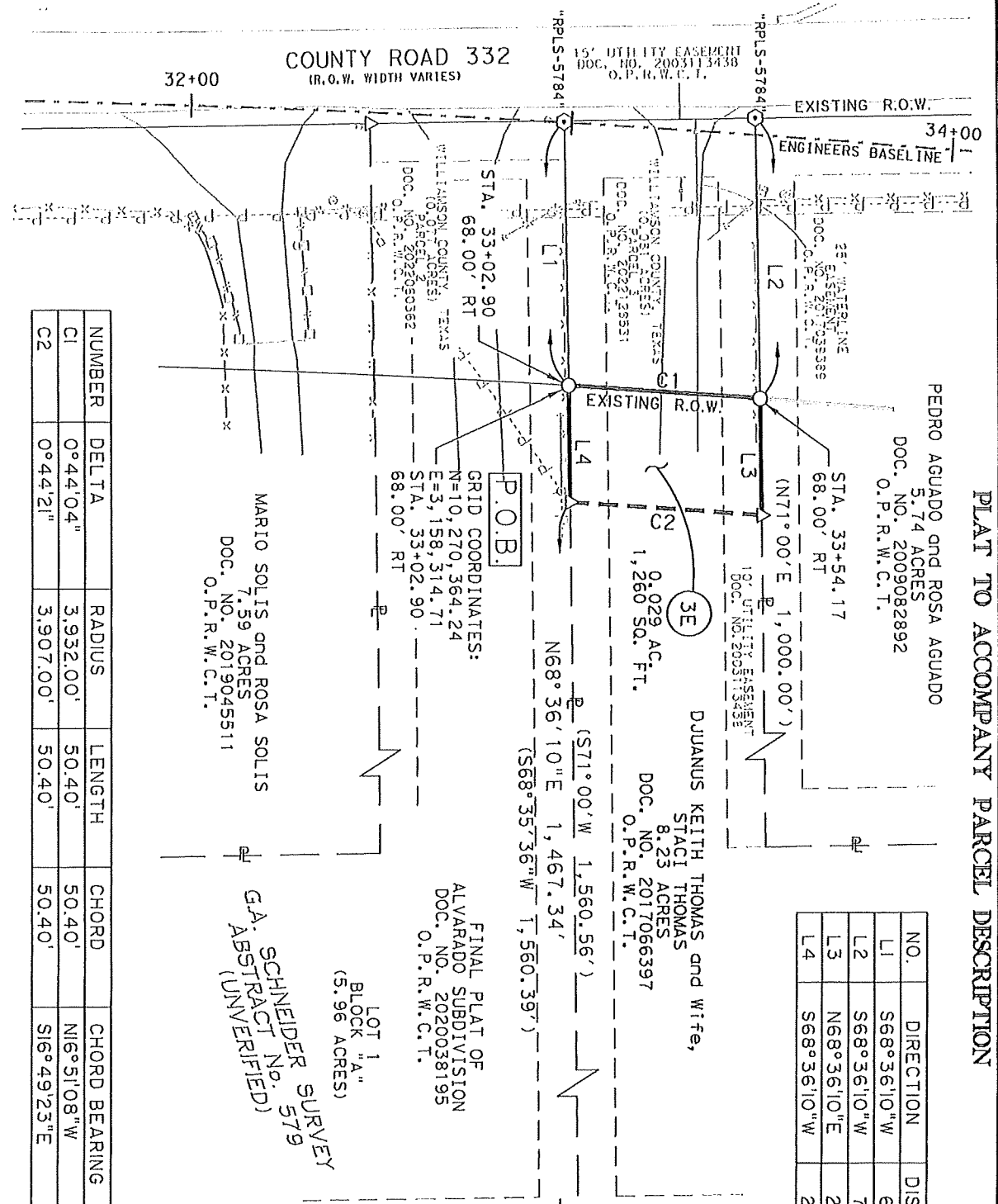
LOT 1  
BLOCK "A"  
(5.96 ACRES)

G.A. SCHNEIDER SURVEY  
N. T.S.  
(UNVERIFIED)

MARIO SOLIS and ROSA SOLIS  
7.39 ACRES  
DOC. NO. 2019045511  
O.P.R.W.C.T.



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	0°44'04"	3,932.00'	50.40'	50.40'	N16°51'08"W
C2	0°44'21"	3,907.00'	50.40'	50.40'	S16°49'23"E



**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX 78681  
PH. (512) 238-1200 FAX (512) 238-1251  
FLM REGISTRATION NO. 100591-000

SCALE 1" = 40'  
PROJECT COUNTY ROAD 332  
COUNTRY WILLIAMSON

PARCEL 3E  
0.029 ACRES  
1,260 SQ. FT.  
PAGE 3 OF 4

REV: 02/13/2023

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B. ( )	POINT OF BEGINNING RECORD INFORMATION
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
▲	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
▲	MAG NAIL FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
⌚	PROPERTY LINE		
⌚	DENOTES COMMON OWNERSHIP		
—	LINE BREAK		

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.GT2100235, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE NOVEMBER 8, 2021, ISSUE DATE NOVEMBER 17, 2021.

1. RESTRICTIVE COVENANTS: DOCUMENT NOS. 2003113438, 2005084004, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10C. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 2309, PAGE 180, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION RECORDED IN DOCUMENT NO. 2005037737, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2006016063, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2010027438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. 15 FOOT UTILITY EASEMENT ALONG THE FRONT AND REAR LOT LINES AND 10 FOOT EASEMENT ALONG EACH SIDE LOT LINE AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* *24 Feb 2023*

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

H. DECLARANT RESERVES THE RIGHT TO LOCATE, CONSTRUCT, ERECT AND MAINTAIN OR CAUSE TO BE LOCATED, CONSTRUCTED, ERECTED AND MAINTAINED IN AND ON ANY AREAS OWNED BY DECLARANT PIPELINES, CONDUITS, WIRES AND IMPROVEMENTS RELATING TO A PUBLIC UTILITY FUNCTION WITH THE RIGHT OF ACCESS TO THE SAME AT ANY TIME FOR THE PURPOSE OF REPAIR AND MAINTENANCE AS SET OUT IN RESTRICTIONS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER SUPPLY AUTHORITY RECORDED IN DOCUMENT NO. 2017039389, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.



REV: 02/13/2023

INLAND  
GEODETICS



PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX 78681  
PH. (512) 238-1200 FAX (512) 238-1231  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

DJUANUS KEITH THOMAS and Wife,  
STACI THOMAS

SCALE

1" = 40'

PROJECT

COUNTY ROAD 332

COUNTY

WILLIAMSON

PARCEL 3E  
0.029 ACRES  
1,260 Sq. Ft.

PAGE 4 OF 4



**Commissioners Court - Regular Session****35.****Meeting Date:** 05/16/2023

CR 255 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 (0.742 acres) required for the construction of CR 255. (Kerry L. Wiggins and Cassandra G. Wiggins / Parcel 1) Funding Source: TANS P588

**Background**

---

**Fiscal Impact**

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

**Attachments**

Resolution

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:22 AM

Started On: 05/10/2023 03:25 PM



**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 0.742 acres (Parcel 1) described by metes and bounds in Exhibit "A" owned by **KERRY L. WIGGINS AND CASSANDRA G. WIGGINS** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 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 Gravel, Jr.  
Williamson County Judge

Exhibit "A"



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**0.742 ACRE RIGHT-OF-WAY PARCEL NO. 01  
KERRY L. WIGGINS AND CASSANDRA G. WIGGINS  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.742 ACRES (APPROXIMATELY 32,329 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 32.97 ACRE TRACT OF LAND CONVEYED TO KERRY L. WIGGINS AND CASSANDRA G. WIGGINS, IN A DEED DATED DECEMBER 18, 2014 AND RECORDED IN DOCUMENT NO. 201410110 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.742 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at the southwest corner of the herein described tract, a ½ inch iron rod with cap marked "1847" found in the East right-of-way line of County Road 255 (right-of-way width varies) for the southwest corner of the remainder of the Wiggins tract and the Northwest corner of a called 17.97 acre tract of land as described in the deed conveyed to Terry Mont Dooley and Laura Jeanette Dooley filed of record in document no.: 2021159166 and 2021175017, Official Public Records Williamson County, Texas

**THENCE** North 21°43'30" West with the west line of said Wiggins tract and the existing east right-of-way line of said County Road 255 a distance of 820.62 feet to a Concrete Right-of-Way monument (Found leaning) at the Northwest corner of this parcel, in the East line of County Road 255 (also known as Gabriel Mills Road), at its intersection with the South line of County Road 254 (also known as Sunset Lane).

**THENCE** North 68°40'18" East with the North line of said Wiggins tract and the South line of said County Road 254 a distance of 43.11 feet to the Northeast corner of the herein described tract a set ½ inch iron rod with cap marked "Walker 5283", from which a ½ inch iron rod with cap marked "1847" found at the Northeast corner of said Wiggins tract and the Northwest corner of a called 16.96 acre tract as described in the deed conveyed to Brandon K. Benton filed of record in Document NO. 202106031, official

public records, Williamson County, Texas bears North 68°43'19" East a distance of 1,028.23 feet;

**THENCE** South 21°13'30" East across said Wiggins tract a distance of 814.49 feet to a ½ inch iron rod with cap marked "Walker 5283" set for the southeast corner of the herein described in the South line of said Wiggins tract and the North line of said called 17.97 acre tract from which the Northeast corner of said called 17.97 acre tract bears North 59°19'50" East a distance of 1042.82 feet;

**THENCE** South 59°02'13" West with the South line of said Wiggins tract and the North line of said called 17.97 acre tract a distance of 36.47 feet to the **POINT OF BEGINNING**, containing 0.742 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-02-  
**PARCEL 01.**

**"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."**

Charles G. Walker                      Date  
Registered Professional Land Surveyor  
State of Texas No. 5283  
Walker Texas Surveyors, Inc.  
T.B.P.L.S. FIRM NO. 10103800



**SKETCH TO ACCOMPANY A DESCRIPTION OF 0.742 ACRES (APPROXIMATELY 32,329 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO KERRY L. WIGGINS AND CASSANDRA G. WIGGINS, IN A DEED DATED DECEMBER 18, 2014 AND RECORDED IN DOCUMENT NO. 22014101100 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.**

LINE	BEARING	DISTANCE
L1	N 21°43'30" W	820.62'
L2	N 68°40'18" E	43.11'
L3	S 21°13'30" E	814.49'
L4	S 59°02'13" W	36.47'

LEGEND

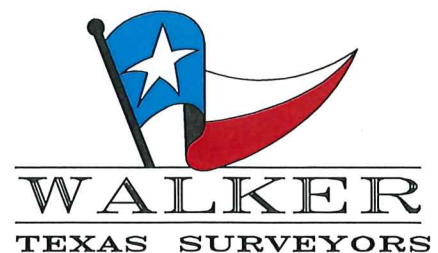
- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- <sub>M-H-S</sub> 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- Δ CALCULATED POINT
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- X— FENCE LINE
- ( ) RECORD INFORMATION

**"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."**

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.  
P.O. BOX 324  
CEDAR PARK, TEXAS 78630  
(512) 259-3361  
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022  
DRAWING NO.: 0750504-02-PARCEL 01  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 3 OF 4





**Commissioners Court - Regular Session****36.****Meeting Date:** 05/16/2023

CR 255 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 (1.237 acres) required for the construction of CR 255. (Kathy L. Boyer / Parcel 9)

Funding Source: TANS P588

**Background**

---

**Fiscal Impact**

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

**Attachments**

Resolution

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:23 AM

Started On: 05/10/2023 03:30 PM

**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 1.237 acres (Parcel 9) described by metes and bounds in Exhibit "A" owned by **KATHY L. BOYER** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 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 Gravel, Jr.  
Williamson County Judge

**EXHIBIT "A"**



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**1.237 ACRE RIGHT-OF-WAY PARCEL NO. 09  
KATHY BOYER  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 1.237 ACRES (APPROXIMATELY 53,888 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 19.16 ACRE TRACT OF LAND CONVEYED TO KATHY BOYER, IN A DEED DATED JANUARY 17, 2012 AND RECORDED IN DOCUMENT NO. 2012003168 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.237 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½ inch iron rod found in the East right-of-way line of County Road 255 (right-of-way width varies), for the Northwest corner of the herein described tract, the northwest corner of said Kathy Boyer tract, and the Southwest corner of that called 33.70 acre tract of land as described in the deed conveyed to Willis Daulton and Cheryl Halliburton filed of record in Document No.: 199715678, Official Public Records Williamson County, Texas, from which a ½ inch iron rod found at the northwest corner of said called 33.70 acre tract as described in the deed filed of record in Document No.: 199757288, Official Public Records, Williamson County, Texas bears North 20°58'31" West a distance of 99.90 feet;

**THENCE** North 69°40'50" East with the North line of said Boyer tract and the South line of said Halliburton tract a distance of 84.98 feet to the northeast corner of the herein described tract, a set ½ inch iron rod with cap marked "Walker 5283", from which the northeast corner of said Boyer tract bears North 69°40'50" East a distance of 1,286.93 feet;

**THENCE** in a Southeasterly direction across said Boyer tract, with a curve to the left an arc distance of 342.49 feet (having a radius of 4,612.00 feet, a delta angle of 04°15'17", a chord bearing of South 21°49'13" East, a chord distance of 342.41 feet) to a ½ inch iron rod with cap marked "Walker 5283" set at the Point of Reverse curvature to the right;

**THENCE** in a Southeasterly direction across said Boyer tract, with a curve to the right an arc distance of 270.88 feet (having a radius of 6,768.00 feet, a delta angle of 02°17'34", a chord bearing of South 22°48'05" East, a chord distance of 271.21 feet) to a ½ inch iron rod with cap marked "Walker 5283" in the south line of said Boyer tract, the North line of a called 14.17 acre tract of land as conveyed in the deed to Danny L. and Barbara Ferguson filed of record in Document Number 2018110815, Official Public Records, Williamson County, Texas from which a ½ with cap marked "Forest 1847" found at an angle point in said Boyer and Ferguson tract bears North 83°31'50" East a distance of 46.70 feet;

**THENCE** South 83°31'50" West with the South line of said Boyer tract and the North line of said Ferguson tract a distance of 102.22 feet to the Southwest corner of the herein described tract, the Southwest corner of said Boyer tract and the Northwest corner of said Ferguson tract a ½ inch iron rod with cap marked "Forest 1847" found in the East right of way line of said County Road No. 255, from which a ½ inch iron rod found in the East right of way line of said County Road No. 255 at the Southwest corner of a called 11.01 acre tract of land as conveyed in the deed to John R. Curl II, and Cristy Lane Craft filed of record in Document Number 2019049576, Official Public Records, Williamson County, Texas bears South 20°24'38" East a distance of 806.39 feet;

**THENCE** North 20°56'43" West with the East right-of-way line of said County Road 255 and the West line of said Boyer Tract a distance of 588.47 feet to the **POINT OF BEGINNING**, containing 1.237 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-02-PARCEL 09.

**"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."**

Charles G. Walker                      Date  
Registered Professional Land Surveyor  
State of Texas No. 5283  
Walker Texas Surveyors, Inc.  
T.B.P.L.S. FIRM NO. 10103800



**SKETCH TO ACCOMPANY A DESCRIPTION OF 1.237 ACRES (APPROXIMATELY 53,888 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO KATHY BOYER, IN A DEED DATED JANUARY 17, 2012 AND RECORDED IN DOCUMENT NO. 2012003168 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.**

LINE	BEARING	DISTANCE
L1	N 69°40'50" E	84.98'
L2	N 20°56'43" W	588.47'
L3	S 83°31'50" W	102.22'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6768.00'	270.88'	270.86'	S 22°48'05" E	2°17'34"
C2	4612.00'	342.49'	342.41'	S 21°49'13" E	4°15'17"

LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- <sub>M-H-S</sub> 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- Δ CALCULATED POINT

- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- X— FENCE LINE
- ( ) RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624  
(FOR SURFACE TO GRID CONVERSION)

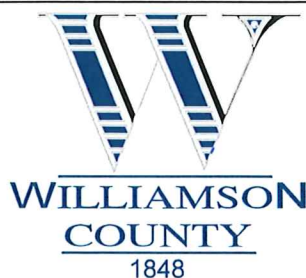
INVERSE SCALE FACTOR = 1.000115040  
(FOR GRID TO SURFACE CONVERSION)

**"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."**


THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.  
P.O. BOX 324  
CEDAR PARK, TEXAS 78630  
(512) 259-3361  
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022  
DRAWING NO.: 0750504-02-PARCEL 09  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 3 OF 4







**Commissioners Court - Regular Session****37.****Meeting Date:** 05/16/2023

CR 255 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 (0.723 acres) required for the construction of CR 255. (County Road 255, a Series of Lane Commercial Enterprises, LLC / Parcel 12) Funding Source: TANS P588

**Background**

---

**Fiscal Impact**

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

**Attachments**

Resolution

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:24 AM

Started On: 05/10/2023 03:31 PM

**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 .723 acres (Parcel 12) described by metes and bounds in Exhibit "A" owned by **COUNTY ROAD 255, a Series of Lane Commercial Enterprises, LLC, a Texas limited liability company** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 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"**



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**0.723 ACRE RIGHT-OF-WAY PARCEL NO. 12  
COUNTY ROAD 255, A SERIES OF LANE COMMERCIAL ENTERPRISES, LLC  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.723 ACRES (APPROXIMATELY 31,493 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 11.01 ACRE TRACT OF LAND CONVEYED TO COUNTY ROAD 255, A SERIES OF LANE COMMERCIAL ENTERPRISES, LLC, IN A DEED DATED JANUARY 14, 2022 AND RECORDED IN DOCUMENT NO. 2022006275 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.723 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at the Northwest corner of the herein described tract, a point in the East right-of-way line of County Road 255 (right-of-way width varies), for the northwest corner of said called 11.01 acre County Road 255 tract, A Series Of Lane Commercial Enterprises, LLC tract, the Southwest corner of that certain called 14.17 acre tract as described in the deed to Carmelo & Carole Janelle Tassone, recorded in Document Number 2022040214, Official Public Records, Williamson County, Texas;

**THENCE** North 70°30'50" East with the North line of said called 11.01 acre tract and the South line of said Tassone tract a distance of 95.81 feet to the northeast corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY", from which the a 1/2 inch iron rod with cap marked "Forest 1847" found in the North line of said called 11.01 acre tract and the South line of said Tassone tract North 70°30'50" East a distance of 654.29 feet;

**THENCE** South 19°26'44" East across said called 11.01 acre tract a distance of 337.94 feet to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY", set in the South line of said called 11.01 acre tract and the North line of that certain tract of land as described in the deed to Patricia Maxine Anderson, being the remainder of a called 330 acre tract of land filed of record in Volume 278, Page 39, Official Public Records, Williamson County,

Texas from which a ½ inch iron rod with cap marked "Forest 1847" found in the South line of said called 11.01 acre tract bears North 70°27'08" East a distance of 903.78 feet;

**THENCE** South 70°27'08" West with the South line of said called 11.01 acre tract and the North line of said Anderson tract a distance of 91.06 feet to the Southwest corner of the herein described tract, the Southwest corner of said called 11.01 acre tract and the Northwest corner of said Anderson tract a ½ inch iron rod found in the East line of said County Road 255;

**THENCE** North 20°05'47" West with the West line of said called 11.01 acre tract and the East line of said County Road 255 a distance of 190.67 feet to a ½ inch iron rod found at an angle point;

**THENCE** North 20°27'08" West with the West line of said called 11.01 acre tract and the East line of said County Road 255 a distance of 147.40 feet to the **POINT OF BEGINNING**, containing 0.723 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 12.

**"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."**

Charles G. Walker      Date: February, 2023  
Registered Professional Land Surveyor  
State of Texas No. 5283  
Walker Texas Surveyors, Inc.  
T.B.P.L.S. FIRM NO. 10103800



**SKETCH TO ACCOMPANY A DESCRIPTION OF 0.723 ACRES (APPROXIMATELY 31,493 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED COUNTY ROAD 255 A SERIES OF LANE COMMERCIAL ENTERPRISES LLC IN A DEED DATED JANUARY 14, 2022 AND RECORDED IN DOCUMENT NO. 2022006275 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.**

**Surveyor's Notes:**

Only those easements and that information listed in Title Commitment File No. GT2201415, issued by Texan Title Insurance Company on December 27, 2022, 8:00am, with an effective date of December 15, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10a. A 25' building setback line along the front lot line as stated in instrument recorded under Document No. 2016067032, Official Records, Williamson County, Texas. (DOES NOT AFFECT)

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)

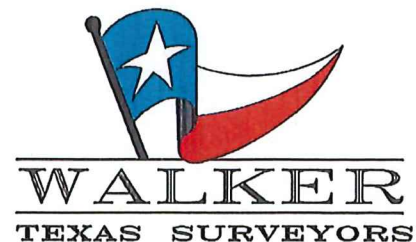
INVERSE SCALE FACTOR = 1.000115040  
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

**"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."**

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.  
P.O. BOX 324  
CEDAR PARK, TEXAS 78630  
(512) 259-3361  
T.B.P.L.S. FIRM NO. 10103800  
DATE OF SURVEY: FEBRUARY , 2023  
DRAWING NO.: 0750504-02-PARCEL 12  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 3 OF 4



KELVIN D &  
SHANNON D. COLLINS  
CALLED 4.78 AC, LOT 28  
DOC. NO. 2020053897, O.P.R.W.C. TX.



PT# 2091  
N:10,244,555.96  
E:3,075,702.93

PT# 2092  
N:10,244,587.92  
E:3,075,793.26

PT# 2093  
N:10,244,269.25  
E:3,075,905.76

ROBERT B  
& HOLLY A. SAFFELL  
CALLED 2.10 AC  
LOT 1  
DOC. NO. 2019073754  
O.P.R.W.C. TX.

ROBERT B  
& HOLLY A. SAFFELL  
LOT 2  
CALLED 0.58 AC  
DOC. NO. 2019073754  
O.P.R.W.C. TX.

ROBERT B  
& HOLLY A. SAFFELL  
CALLED 0.59 AC  
LOT 3  
DOC. NO. 2019073754  
O.P.R.W.C. TX.

ROBERT B  
& HOLLY A. SAFFELL  
CALLED 0.58 AC  
LOT 4  
DOC. NO. 2019073754  
O.P.R.W.C. TX.

C.R. 255 (variable width right-of-way)

CARMELO & CAROLE  
JANELLE TASSONE  
Called 14.17 Acres  
Document Number 2022040214  
O.P.R.W.C.

COUNTY ROAD 255  
A SERIES OF LANE  
COMMERCIAL ENTERPRISES LLC  
Called 11.01 Acres  
Document number 2022006275  
O.P.R.W.C.

**PARCEL 12**  
0.723 ACRES  
APPROX.  
31,493 SQ. FT.

No Improvements  
Shown Hereon

903.78' (TIE)  
N 70°27'08" E

Patricia Maxine Anderson  
Vol. 1014, Pg. 0068  
D.R.W.C.

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED  
ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS  
CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL  
GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE  
(OPUS).

COMBINED SCALE FACTOR = 0.999849624  
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040  
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT  
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS  
AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

*Preliminary/SHALL NOT BE USED*  
CHARLES G. WALKER, TX, RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.  
P.O. BOX 324  
CEDAR PARK, TEXAS 78630  
(512) 259-3361  
T.B.P.L.S. FIRM NO. 10103800  
DATE OF SURVEY: FEBRUARY , 2023  
DRAWING NO.: 0750504-02-PARCEL 12  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 4 OF 4

LINE	BEARING	DISTANCE
L1	N 70°30'50" E	95.81'
L2	S 19°26'44" E	337.94'
L3	S 70°27'08" W	91.06'
L4	N 20°05'47" W	190.67'
L5	N 20°27'08" W	147.40'

#### LEGEND

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP  
MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- M-H-S 1/2" IRON ROD FOUND WITH CAP MARKED  
"MATKIN-HOOVER-SURVEY&ENG"
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- ( ) RECORD INFORMATION





**Commissioners Court - Regular Session****39.****Meeting Date:** 05/16/2023

Weather Event

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on any weather related matters for the storms anticipated beginning May 13, 2023.

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 05/12/2023

**Reviewed By**

Becky Pruitt

**Date**

05/12/2023 10:21 AM

Started On: 05/12/2023 10:15 AM

**Commissioners Court - Regular Session**

40.

**Meeting Date:** 05/16/2023

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: CR 332
- b) Discuss the acquisition of real property for County Facilities.
- c) Discuss the acquisition of real property for CR 255.
- d) Discuss the acquisition of real property for CR 111.
- e) Discuss the acquisition of real property for Corridor H
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for Corridor C.
- i) Discuss the acquisition of right-of-way for Corridor F.
- j) Discuss the acquisition of right-of-way for Corridor D.
- k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- l) Discuss the acquisition of right-of-way for Reagan extension.
- m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile

**Detention Center**

- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss acquisition of right of way for Liberty Hill Bypass.
- p) 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 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
- d) Sale of property located 747 County Rd. 138 Hutto, 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

**Background**

---

**Fiscal Impact**

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

**Attachments**

No file(s) attached.

---

### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:21 AM

Started On: 05/10/2023 02:48 PM

**Commissioners Court - Regular Session****41.****Meeting Date:** 05/16/2023

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 Stamper
- j) Project Soul Train

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/11/2023

**Reviewed By**

Becky Pruitt

**Date**

05/11/2023 10:21 AM

Started On: 05/10/2023 02:47 PM