

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**June 13, 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 – 25 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > \$5,000	\$7,000.00
To	0100-0540-003311	Uniforms	\$7,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > \$5,000	\$57,000.00
To	0100-0540-004541	Vehicle Repairs & Maint	\$57,000.00

5. Discuss, consider, and take appropriate action on a line item transfer for the Park's Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0510.004510	Facility Repairs	\$35,000.00
To	0100.0409.000777	Transfer to Capital Projects	\$35,000.00

6. Discuss, consider, and take appropriate action on a line item transfer for the Park's Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0510.004510	Facility Repairs	\$2,372.26
To	0100.0409.000777	Transfer to Capital Projects	\$2,372.26

7. Discuss, consider, and take appropriate action on a line item transfer for the Sheriff's Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.004511	Firing Range Maint. and Repair	\$21,000.00

To	0100.0409.000777	Transfer to Capital Projects	\$21,000.00
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8. Discuss, consider and take appropriate action on a line item transfer for the Corrections Department.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100-0570-001105	Corrections/LE FT Salaries	\$775,000.00
FROM	0100-0570-001100	Corrections/FullTime Salaries	\$200,000.00
TO	0100-0570-001110	Corrections/Overtime	\$975,000.00

9. 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	0200-0210-000777	Transfer to Capital Projects	\$800,000.00
To	0200-0210-004100	Professional Services	\$800,000.00

10. Discuss, consider, and take appropriate action on approving property tax collections for the month of May 2023 for the Williamson County Tax Assessor/Collector.
11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, May 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
13. Discuss, consider and take appropriate action on reappointment of Eric N. Stratton to the Cap Metro Board of Directors for a three-year term beginning July 1, 2023, and ending on June 30, 2026.
14. Discuss, consider, and take appropriate action on a \$210,000 Notice of Grant Award (NOGA) from the Texas Veterans Commission-Fund for Veterans Assistance Grant R-2022-06006 for the Williamson County Veterans Treatment Court Program.
15. Discuss, consider and take appropriate action authorizing the Williamson County Veterans Service Office to accept a grant from the Texas Veterans Commission (Funds for Veterans Assistance) in the amount of \$210,000 FY 2024.
16. Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Cooperative Purchasing.
17. Discuss, consider, and take appropriate action on approving software purchase and agreement #2023222 between Williamson County and Fifth Asset, Inc. dba Debtbook in the amount of \$4,500.00 and authorizing the execution of the agreement.
18. Discuss, consider, and take appropriate action on approving the Services Contract #2023205 between Williamson County and Trupp HR, Inc., for the total amount of \$19,500.00, and authorizing the execution of the contract.
19. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2023220 between Ti Training LE LLC and Williamson County for the not-to-exceed amount of \$4,999.00, and exempting TI Training LE LLC from the competitive bidding requirements for said service established by Section 262.024.(a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the purchase.
20. Discuss, consider, and take appropriate action on approving purchase contract #2023226 for the purchase of arena panels and bow gates for Williamson County Expo Center from Priefert Mfg. Co., Inc., in the amount of \$13,370.38 pursuant to TIPS Contract #200501 and authorizing the execution of the contract.
21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Electronic Payment Processing for Tax Assessor-Collector, under RFP #23RFP82.
22. Discuss, consider, and take appropriate action on approving Agreement #2023199 with Hill's Pet Nutrition Sales, Inc. whereby vendor provides and/or makes available select Hill's® brand pet food on an as-needed basis, under specified terms, to support the operations of the Williamson County Regional Animal Shelter, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(8) [an item of food], and authorizing execution of the agreement.

23. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter animals from Petco Love.
24. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 4 under Williamson County Contract between HNTB Corporation and Williamson County dated December 17, 2019 for Annual Fiscal Year Work Authorization. The funding source is Road and Bridge.
25. Discuss, consider, and take appropriate action regarding closing a portion of existing CR 258 and detouring traffic during construction of the CR 258 Extension project, a 2013 Road Bond Project in Precinct 2. Project: P277

## **REGULAR AGENDA**

26. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Orlando Ray Davis) who passed away in Williamson County, Texas where there has been an inquest by the Justice of the Peace Pct 1 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
27. Discuss, consider, and take appropriate action on gap funding for grant funded position of Program Case Manager for County Court 2.
28. Discuss the opportunity for Williamson County Sheriff's Office to participate in the Heart of Texas Auto Theft Task Force (HOTATTF).
29. Discuss, consider and take appropriate action on approving an exception to policy with the attached compensation changes.
30. Discuss, consider and take appropriate action regarding government and non-governmental vehicle reimbursement rates to be effective October 1, 2023.
31. Discuss, consider and take appropriate action on revised park fees for River Ranch County Park.
32. Discuss, consider and take appropriate action on renaming Corridor E (from state hwy 130 to IH 35) "East Wilco Highway".
33. Discuss, consider and take appropriate action on a legal services agreement with the Law Office of Steven L. Lee, P.C. to provide legal ethics advice and legal ethics-related representation of Assistant Williamson County Attorney Jennifer Amanda Kate Rice; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4); and further find that funding such agreement serves a public interest and not merely a private interest, and that any alleged act or omission of said attorney in relation to Cause No. 22-03702-3; State of Texas v. Ryan Wade Shackelford; County Court at Law No. 3; Williamson County, Texas was performed while acting in good faith and within the scope of her official duties as an Assistant Williamson County Attorney.
34. Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2021 and ending December 31, 2022.
35. Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2023 and ending December 31, 2024.
36. Discuss, consider, and take appropriate action canceling Commissioners Court for Tuesday, July 11, 2023 due to lack of quorum.
37. Discuss, consider and take appropriate action on approving a Special Session of Commissioners Court to be held on Monday, July 10, 2023 at 8:30 A.M. to consider the agenda that would normally be presented in the Regular Session for Tuesday, July 11, 2023.
38. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for Infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).
39. Discuss, consider, and take appropriate action on Interlocal Agreement for Fire Code review and enforcement between Williamson County Emergency Services District No. 9 and Williamson County.

40. Discuss, consider, and take appropriate action on awarding IFB #23IFB27 Brushy Creek and Fern Bluff Intersections Phase 2 Milling and Overlay to Bennett Paving, Inc. in the not-to-exceed amount of \$822,603.27 and authorize execution of the agreement.
41. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$4,332.41 for Project 2138 CR 101 (James Construction Group) P: 269 Funding Source: Road Bond.
42. Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Corridor C (SH 29 Bypass) contract between Williamson County and Atkins North American, Inc. relating to the Road Bond Program. Project: P459 Fund Source: Road Bonds
43. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Corridor J2 (FM 2843 to SH 195) contract between Williamson County and Kimley Horn & Associates, Inc. relating to the LTP Corridor Program. Project: P585 Fund Source: LTP Corridor
44. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Ronald Reagan Corridor Segment C contract between Williamson County and Volkert, Inc. relating to the LTP Corridor Program. Project: P386 Fund Source: Corridor
45. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.468 acres for ROW and 1.67 acres for a drainage easement) required for the construction of Bagdad Road. (Boyd F. Henry/ Parcel 25) Funding Source: Road Bonds P343
46. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.596 AC, 0.236 AC, 0.01 AC for ROW and 0.085 AC for a drainage easement) required for the construction of Hero Way / RM 2243. (Roy and Alice Kuchera/ Parcel 206 Parts 1 & 2) Funding Source: Road Bonds P326
47. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (35.855 acres for ROW and 0.371 acres and 0.122 acres for drainage easements) required for the construction of Hero Way / RM 2243. (CSM- Mason Family LP/ Parcel 209) Funding Source: Road Bonds P326
48. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn for utility easements (0.029 acres, 0.144 acres and 0.117 acres) required for the construction of CR 332. (Rosa Aguado and Pedro Aguado / Parcels 4AE / 4E / 5WE) Funding Source: Road Bonds P366
49. Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

#### EXECUTIVE SESSION

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

50. 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) 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

51. 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

52. 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:**

1. Employment Claims of Jenifer Favreau

**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.

53. 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).
54. 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).
55. 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)

56. Discuss and take appropriate action concerning economic development.
57. Discuss and take appropriate action concerning real estate.
58. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

**a. General:**

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

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3. Civil Action No. 1:21-cv-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
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10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
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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:**

1. Employment Claims of Jenifer Favreau

**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.

**59.** 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.

**60.** Comments from Commissioners.

**61.** 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.

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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 9th day of June 2023 at 3:00 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:** 06/13/2023

LIT - Uniforms

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Transfer of funds to account for purchase of uniforms for new employees.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-005700	Vehicles > \$5,000	\$7,000.00
To	0100-0540-003311	Uniforms	\$7,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

06/07/2023 10:30 AM

06/07/2023 10:50 AM

Started On: 06/07/2023 10:10 AM

**Commissioners Court - Regular Session**

4.

**Meeting Date:** 06/13/2023

LIT - Vehicle Repairs

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

Line item transfer to cover anticipated vehicle repair costs for the remainder of the fiscal year. Due to extended delivery times on new ambulances there is an increased cost for repairs of current ambulances.

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**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0540-005700	Vehicles > \$5,000	\$57,000.00
To	0100-0540-004541	Vehicle Repairs & Maint	\$57,000.00

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 10:31 AM

Started On: 06/07/2023 10:12 AM

**Commissioners Court - Regular Session**

**5.**

**Meeting Date:** 06/13/2023

LIT for the Park's Department

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Park's Department.

**Background**

On April 12, 2022, funds were transferred to the CIP program to accurately track repairs from the 2021 Hail Storm as well as the enhancements and upgrades made to each facility. As part of the enhancements, P594 (River Ranch Hail Storm Repairs) needs additional monies to fully fund the project. The revenues and expenditures will be tracked in the project module and the funds will be committed as part of the CIP plan.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0510.004510	Facility Repairs	\$35,000.00
To	0100.0409.000777	Transfer to Capital Projects	\$35,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tomika Lynce

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

06/07/2023 04:16 PM

06/08/2023 09:13 AM

Started On: 06/07/2023 11:20 AM

**Commissioners Court - Regular Session**

6.

**Meeting Date:** 06/13/2023

LIT for the Park's Department

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Park's Department.

**Background**

On April 12, 2022, funds were transferred to the CIP program to accurately track repairs from the 2021 Hail Storm as well as the enhancements and upgrades made to each facility. As part of the enhancements, P591 (Expo Hail Storm Repairs) needs additional monies to fully fund the project. The revenues and expenditures will be tracked in the project module and the funds will be committed as part of the CIP plan.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0510.004510	Facility Repairs	\$2,372.26
To	0100.0409.000777	Transfer to Capital Projects	\$2,372.26

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tomika Lynce

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

06/08/2023 11:47 AM

06/08/2023 12:40 PM

Started On: 06/07/2023 04:01 PM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 06/13/2023

LIT for the Sheriff's Department

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Sheriff's Department.

**Background**

This transfer is necessary to fund the additional work needed to finish P574 (Sheriff Office Training Center Bullet Trap). The revenues and expenditures will be tracked in the project module and the funds will be committed as part of the CIP Plan.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0560.004511	Firing Range Maint. and Repair	\$21,000.00
To	0100.0409.000777	Transfer to Capital Projects	\$21,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tomika Lynce

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

06/07/2023 04:15 PM

06/08/2023 09:13 AM

Started On: 06/07/2023 10:21 AM

**Commissioners Court - Regular Session**

8.

**Meeting Date:** 06/13/2023

Line Item Transfer

**Submitted By:** Ashlie Holladay, Budget Office

**Department:** Budget Office

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Corrections Department.

**Background**

We are estimating another \$975K will be needed in overtime dollars to finish out FY23. The Corrections Department is averaging \$100K in overtime each pay period. With 9.1 pay periods remaining this fiscal year and a current deficit of \$22K, we are requesting a transfer of \$975K. This shortfall may be attributed to high vacancy numbers as well as a mid-year pay increase directly impacting the overtime line. While full-time vacancies are being filled currently, each new FTE requires roughly 12 weeks of training and a tenured officer to supervise, which also impacts the overtime line.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
FROM	0100-0570-001105	Corrections/LE FT Salaries	\$775,000.00
FROM	0100-0570-001100	Corrections/FullTime Salaries	\$200,000.00
TO	0100-0570-001110	Corrections/Overtime	\$975,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 04:19 PM

Started On: 06/07/2023 02:04 PM

**Commissioners Court - Regular Session**

9.

**Meeting Date:** 06/13/2023

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**

This transfer is necessary for the continuation of general engineering consultant services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	\$800,000.00
To	0200-0210-004100	Professional Services	\$800,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

06/07/2023 09:12 AM

06/07/2023 11:04 AM

Started On: 06/06/2023 07:42 AM

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 06/13/2023

Property Tax Collections – May 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 May 2023 for the Williamson County Tax Assessor/Collector.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

050123-053123 GWI-RFM

050123-053123 GWI-RFM graph

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 10:58 AM

Started On: 06/08/2023 10:19 AM

**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**May 31, 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	(\$2,073,872.71)	\$362,328,109.11	\$1,246,896.30	\$20,986.42	\$195.50	\$3,936,647.29	\$358,391,461.82	98.91%	99.08%	99.52%
2021 & Prior	\$2,757,006.07	(\$1,005,281.98)	\$1,751,724.09	(\$39,925.11)	\$11,578.43	\$128.45	\$2,175,058.22	(\$423,334.13)	-24.17%	-17.06%	
Rollbacks	\$1,546,478.67	\$602,675.74	\$2,149,154.41	\$28,217.04	\$19.03	\$0.00	\$256,389.65	\$1,892,764.76	88.07%	89.19%	
<b>Total All</b>	<b>\$368,705,466.56</b>	<b>(\$2,476,478.95)</b>	<b>\$366,228,987.61</b>	<b>\$1,235,188.23</b>	<b>\$32,583.88</b>	<b>\$323.95</b>	<b>\$6,368,095.16</b>	<b>\$359,860,892.45</b>	<b>98.26%</b>	<b>98.46%</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	(\$173,981.37)	\$41,579,207.50	\$161,022.47	\$2,553.22	\$21.65	\$459,304.83	\$41,119,902.67	98.90%	99.06%	99.45%
2021 & Prior	\$257,573.51	(\$89,950.55)	\$167,622.96	(\$2,859.73)	\$1,097.42	\$12.03	\$201,329.50	(\$33,706.54)	-20.11%	-12.80%	
Rollbacks	\$148,096.37	\$58,850.56	\$206,946.93	\$2,738.58	\$1.86	\$0.00	\$25,180.07	\$181,766.86	87.83%	88.95%	
<b>Total All</b>	<b>\$42,158,858.75</b>	<b>(\$205,081.36)</b>	<b>\$41,953,777.39</b>	<b>\$160,901.32</b>	<b>\$3,652.50</b>	<b>\$33.68</b>	<b>\$685,814.40</b>	<b>\$41,267,962.99</b>	<b>98.37%</b>	<b>98.56%</b>	

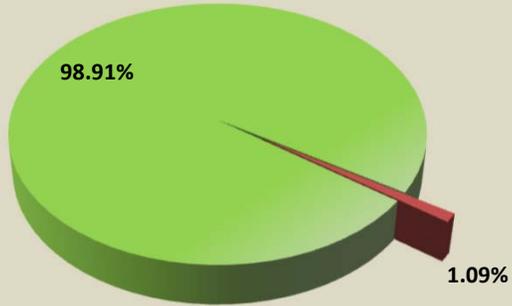
2022 COMBINED MONTHLY BREAKDOWN

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			
May-23	\$403,357,631.71	(\$555,371.19)	\$402,802,260.52	\$1,396,089.55	\$36,236.38	\$357.63	\$7,053,909.56	\$401,128,855.44			

### Year to Date Collection Report Thru May 2023

YTD Collected YTD Uncollected

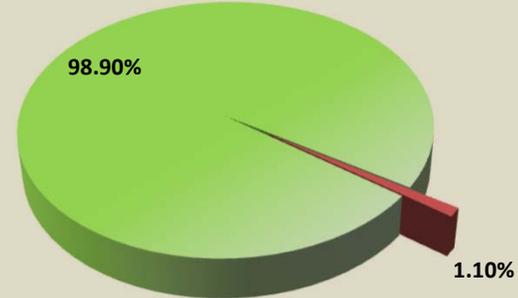
**GWI**



### Year to Date Collection Report Thru May 2023

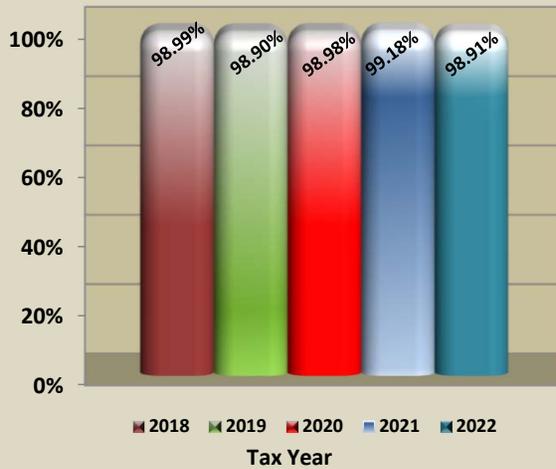
YTD Collected YTD Uncollected

**RFM**



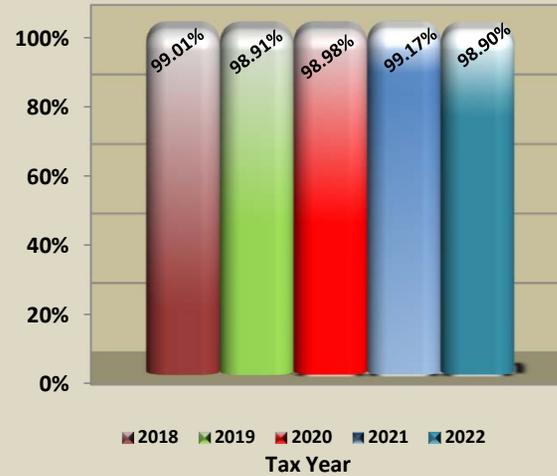
### Percent of Roll Collected Comparison 2018-2022

**GWI**



### Percent of Roll Collected Comparison 2018-2022

**RFM**



**Commissioners Court - Regular Session**

11.

**Meeting Date:** 06/13/2023

Justice of the Peace 1 May 2023 Monthly Report

**Submitted For:** KT Musselman

**Submitted By:** Misty Lamb, J.P. Pct. #1

**Department:** J.P. Pct. #1

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

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

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

JP1 EOM May 2023

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Misty Lamb

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 04:19 PM

Started On: 06/07/2023 03:12 PM

**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 May 2023

KT Musselman

KT MUSSELMAN  
JUSTICE OF THE PEACE  
PRECINCT ONE

On this 7th day of June 2023 to certify which witness my hand and seal of office.

Misty Lamb  
NOTARY PUBLIC  
In and for the State of Texas



Detailed report is available through the Auditor's office.

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 05/01/2023 - 05/31/2023 Case Categories: Criminal; Civil  
 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	103.20
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	88.65
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	10,101.28
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	25,160.00
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	107.61
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-1-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-342860 - Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	75.49
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	10,053.20
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	5.58
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,071.00
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	1,032.42
<b>0100 - General Fund Total:</b>		<b>47,803.43</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	8.68
<b>0360 - Courthouse Security Fund Total:</b>		<b>8.68</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	2.92
<b>0361 - JP Security Fund Total:</b>		<b>2.92</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	75.00
<b>0365 - Child Safety Fund Total:</b>		<b>75.00</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	1,785.00
<b>0370 - Alternate Dispute Resolution Fund Total:</b>		<b>1,785.00</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	11.60
<b>0372 - Justice Court Technology Fund Total:</b>		<b>11.60</b>

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 05/01/2023 - 05/31/2023 Case Categories: Criminal; Civil  
 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>		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	100.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	14.50
<b>0373 - JP-1 Truancy Program Fund Total:</b>		<b>114.50</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	5.80
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	115.98
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)	4,572.21
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	546.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	11.60
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	17.40
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	100.01
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.29
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	89.14
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	2,041.05
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	5.79
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	73.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,250.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	19.80
<b>0399 - State Agency Fund Total:</b>		<b>8,848.57</b>
<b>JP BOND</b>		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	300.00
<b>JP BOND Total:</b>		<b>300.00</b>
<b>Fee Totals for All Funds:</b>		<b>58,949.70</b>

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 05/01/2023 - 05/31/2023 Case Categories: Criminal; Civil  
 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)	7.61	2	0.00	0	0.00	0	7.61	2
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	95.01	21	0.00	0	0.00	0	95.01	21
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	258.37	54	0.00	0	0.00	0	258.37	54
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,572.21	79	0.00	0	0.00	0	4,572.21	79
2020CDF	Compliance Dismissal Fine	60.00	6	0.00	0	0.00	0	60.00	6
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	161.00	16	0.00	0	0.00	0	161.00	16
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,032.42	79	0.00	0	0.00	0	1,032.42	79
2020LTF	Local Traffic Fine (TC 542.403)	123.46	42	0.00	0	0.00	0	123.46	42
2020STF	State Traffic Fine (TC 542.4031)	2,041.05	41	0.00	0	0.00	0	2,041.05	41
2020TPF	Time Payment Fee CCP 102.030	75.49	11	0.00	0	0.00	0	75.49	11
AB	Abstract	15.00	1	0.00	0	0.00	0	15.00	1
ADMIN	Administration Fee [CCP 102.072]	5.58	3	0.00	0	0.00	0	5.58	3
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	9.49	3	0.00	0	0.00	0	9.49	3
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]	115.98	4	0.00	0	0.00	0	115.98	4
CCOP	Civil Copies	12.00	12	0.00	0	0.00	0	12.00	12
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CFINE	County Fine	10,053.20	64	0.00	0	0.00	0	10,053.20	64
CHS	Courthouse Security Fee (CCP 102.017)	8.68	4	0.00	0	0.00	0	8.68	4
CHSJC	JP Security Fee (CCP 102.017)	2.92	4	0.00	0	0.00	0	2.92	4
COLLFEE	Collection Agency Fee	103.20	2	0.00	0	0.00	0	103.20	2
CONT1	Constable Service Fee Pct #1	16,960.00	174	0.00	0	0.00	0	16,960.00	174
CSSF	Child Safety School Fee (CCP 102.014(c))	75.00	3	0.00	0	0.00	0	75.00	3
DDF	Deferred Disposition Fee	226.00	2	0.00	0	0.00	0	226.00	2
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	6.25	1	0.00	0	0.00	0	6.25	1
FNTC1	Child Safety Seat Fine Trauma Center	73.50	1	0.00	0	0.00	0	73.50	1
IDF	Indigent Defense Fee (LGC 133.107)	5.79	4	0.00	0	0.00	0	5.79	4

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 05/01/2023 - 05/31/2023 Case Categories: Criminal; Civil  
 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
JCTF	Justice Court Technology Fee (CCP 102.0173)	11.60	4	0.00	0	0.00	0	11.60	4
JFR	Jury Reimbursement Fee (CCP 102.0045)	11.60	4	0.00	0	0.00	0	11.60	4
JTP	Juvenile Truancy Program (CCP 102.0174)	14.50	4	0.00	0	0.00	0	14.50	4
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.90	4	0.00	0	0.00	0	2.90	4
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.90	4	0.00	0	0.00	0	2.90	4
JURY	Jury Fee	88.00	4	0.00	0	0.00	0	88.00	4
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.74	4	0.00	0	0.00	0	1.74	4
JUSFS	Judicial Support Fund - State (LGC 133.105)	15.66	4	0.00	0	0.00	0	15.66	4
MISCOP	Miscellaneous Copy Fees	3.50	2	0.00	0	0.00	0	3.50	2
MVF	Moving Violation Fee (CCP 102.022)	0.29	4	0.00	0	0.00	0	0.29	4
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,785.00	357	0.00	0	0.00	0	1,785.00	357
SB41JCSF	Justice Court Support Fund	8,925.00	357	0.00	0	0.00	0	8,925.00	357
SB41LAF	Language Access Fund - LGC 135.155	1,071.00	357	0.00	0	0.00	0	1,071.00	357
SB41SCF	State Consolidated Fee	546.00	26	0.00	0	0.00	0	546.00	26
SFMCWW	State Fine - Motor Carrier Weight Violation	1,250.00	1	0.00	0	0.00	0	1,250.00	1
STF	State Traffic Fee (TC 542.4031)	89.14	4	0.00	0	0.00	0	89.14	4
TCC	Truancy Court Cost (HB2398)	100.00	2	0.00	0	0.00	0	100.00	2
TPC	Time Payment Fee - County	9.90	1	0.00	0	0.00	0	9.90	1
TPS	Time Payment Fee - State	9.90	1	0.00	0	0.00	0	9.90	1
UFA	Uniform Traffic Act (TC 542.403)	8.70	4	0.00	0	0.00	0	8.70	4
WARC1	Warrant Fee - Constable Pct. 1	100.00	2	0.00	0	0.00	0	100.00	2
WCSO	Williamson County Sheriff	79.16	1	0.00	0	0.00	0	79.16	1
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WPOSS	Writ of Possession	195.00	39	0.00	0	0.00	0	195.00	39
WSF1	Constable #1 - Writ Service Fee	8,200.00	41	0.00	0	0.00	0	8,200.00	41
<b>Fee Code Summary Totals</b>		<b>Gross</b>		<b>Positive Adjustments</b>		<b>Negative Adjustments</b>		<b>Net</b>	
		<b>Amount</b>	<b>Number</b>	<b>Amount</b>	<b>Number</b>	<b>Amount</b>	<b>Number</b>	<b>Amount</b>	<b>Number</b>
		58,949.70	1,872	0.00	0	0.00	0	58,949.70	1,872

# Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 05/01/2023 - 05/31/2023    Case Categories: Criminal; Civil  
 Locations: JP1

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		58,949.70	58,949.70
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		58,949.70	58,949.70
Tender Method Summary			
Tender Types	Cash	3,174.00	3,174.00
	Certified Payments Credit Card	1,688.00	1,688.00
	Check	2,830.00	2,830.00
	Credit Card	16,966.20	16,966.20
	E-File Credit Card	32,925.50	32,925.50
	Money Order	1,366.00	1,366.00

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 06/13/2023

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

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

JP4 EOM MAY 2023

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 04:18 PM

Started On: 06/07/2023 12:11 PM

**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 May 2023.**



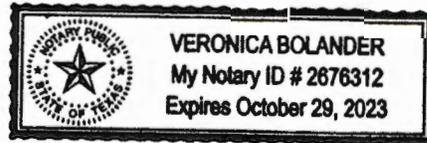
**RHONDA REDDEN  
JUSTICE OF THE PEACE  
PRECINCT FOUR**



This 5<sup>th</sup> day of June 2023, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-01784 - JP4-2023-02340 Case Categories: Civil; Criminal  
 Locations: JP4 May 2023

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	800.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	106.76
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	442.85
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	0.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	7,808.53
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	8,160.00
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	26.59
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	253.48
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	26,818.56
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	651.00
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	3,433.41
<b>0100 - General Fund Total:</b>		<b>48,501.18</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	0.92
<b>0361 - JP Security Fund Total:</b>		<b>0.92</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)	450.00
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	1.12
<b>0369 - JP-4 Truancy Program Fund Total:</b>		<b>451.12</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	1,085.00
<b>0370 - Alternate Dispute Resolution Fund Total:</b>		<b>1,085.00</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	0.90
<b>0372 - Justice Court Technology Fund Total:</b>		<b>0.90</b>

Detailed report is available through the Auditor's Office.

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-01784 - JP4-2023-02340 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	0.45
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	9.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	14,957.02
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	525.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	0.90
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	1.35
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	197.21
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	0.02
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	6,848.18
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.45
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	5.62
<b>0399 - State Agency Fund Total:</b>		<b>22,652.74</b>
<b>Fee Totals for All Funds:</b>		<b>72,691.86</b>

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-01784 - JP4-2023-02340 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)	15.34	5	0.00	0	0.00	0	15.34	5
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	181.09	46	0.00	0	0.00	0	181.09	46
2020AFHISD	Arrest Fee - Hutto ISD PD CCP 102.011(a)(1), 102.011(e)	1.98	1	0.00	0	0.00	0	1.98	1
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,009.54	223	1.74	1	(3.48)	2	1,007.80	226
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	14,978.55	275	21.53	1	(43.06)	2	14,957.02	278
2020CDF	Compliance Dismissal Fine	110.00	11	0.00	0	0.00	0	110.00	11
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	463.59	49	3.46	1	(6.92)	2	460.13	52
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,438.27	279	4.86	1	(9.72)	2	3,433.41	282
2020LTF	Local Traffic Fine (TC 542.403)	411.91	156	1.04	1	(2.08)	2	410.87	159
2020STF	State Traffic Fine (TC 542.4031)	6,865.55	156	17.37	1	(34.74)	2	6,848.18	159
2020TPF	Time Payment Fee CCP 102.030	253.48	27	0.00	0	0.00	0	253.48	27
AFDPS	Arrest Fee - DPS (CCP 102.011)	1.12	1	0.00	0	0.00	0	1.12	1
AFTPD	Arrest Fee - Thrall Police Department	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	800.00	2	0.00	0	0.00	0	800.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	9.00	1	0.00	0	0.00	0	9.00	1
CCOP	Civil Copies	37.75	3	0.00	0	0.00	0	37.75	3
CFINE	County Fine	26,818.56	204	0.00	0	0.00	0	26,818.56	204
CHS	Courthouse Security Fee (CCP 102.017)	0.70	1	0.00	0	0.00	0	0.70	1
CHSJC	JP Security Fee (CCP 102.017)	0.22	1	0.00	0	0.00	0	0.22	1
CJS	Criminal Judicial Support Fee (LGC 103.105)	1.35	1	0.00	0	0.00	0	1.35	1
COLLFEE	Collection Agency Fee	106.76	3	0.00	0	0.00	0	106.76	3
CONT4	Constable Service Fee Pct #4	6,160.00	59	0.00	0	0.00	0	6,160.00	59
CRFEEOVER	Criminal Overpayment Fee	0.00	6	0.00	0	0.00	0	0.00	6
DDF	Deferred Disposition Fee	251.00	6	0.00	0	0.00	0	251.00	6
IDF	Indigent Defense Fee (LGC 133.107)	0.45	1	0.00	0	0.00	0	0.45	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	0.90	1	0.00	0	0.00	0	0.90	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	0.90	1	0.00	0	0.00	0	0.90	1

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-01784 - JP4-2023-02340  
Locations: JP4

Case Categories: Civil; Criminal

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
JTP	Juvenile Truancy Program (CCP 102.0174)	1.12	1	0.00	0	0.00	0	1.12	1
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
MVF	Moving Violation Fee (CCP 102.022)	0.02	1	0.00	0	0.00	0	0.02	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,085.00	218	0.00	0	0.00	0	1,085.00	218
SB41JCSF	Justice Court Support Fund	5,425.00	218	0.00	0	0.00	0	5,425.00	218
SB41LAF	Language Access Fund - LGC 135.155	651.00	218	0.00	0	0.00	0	651.00	218
SB41SCF	State Consolidated Fee	525.00	26	0.00	0	0.00	0	525.00	26
SFMCWV	State Fine - Motor Carrier Weight Violation	107.54	1	0.00	0	0.00	0	107.54	1
TCC	Truancy Court Cost (HB2398)	450.00	9	0.00	0	0.00	0	450.00	9
TP	Time Payment Fee	5.62	1	0.00	0	0.00	0	5.62	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	0.45	1	0.00	0	0.00	0	0.45	1
TPWF	Texas P&W Fine	442.85	4	0.00	0	0.00	0	442.85	4
WARC4	Warrant Fee - Constable Pct. 4	11.25	1	0.00	0	0.00	0	11.25	1
WEXEC	Writ of Execution	20.00	4	0.00	0	0.00	0	20.00	4
WPOSS	Writ of Possession	35.00	7	0.00	0	0.00	0	35.00	7
WSF4	Constable #4 - Writ Service Fee	2,000.00	10	0.00	0	0.00	0	2,000.00	10
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		72,741.86	2,245	50.00	6	(100.00)	12	72,691.86	2,263

Justice of the Peace 4  
Consolidated Court Cost Calculation Sheet

**Deposit Date: 5/01/2023-5/31/2023**

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$3,433.41	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,201.69		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,226.22		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$980.97		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$24.53		01.0100.0000.342853	County Jury Fund Fee	0.714300%
<b>Percentage Distribution Total:</b>	<b>\$3,433.41</b>	<b>\$3,433.41</b>			<b>100.000000%</b>
<b>Collected</b>	<b>\$3,433.41</b>				

**Commissioners Court - Regular Session**

**13.**

**Meeting Date:** 06/13/2023

Cap Metro Reappointment

**Submitted For:** Cynthia Long

**Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on reappointment of Eric N. Stratton to the Cap Metro Board of Directors for a three-year term beginning July 1, 2023, and ending on June 30, 2026.

**Background**

Eric Stratton, R.N., is currently Williamson County's representative on the CapMetro Board of Directors. Stratton is a strategic planner, policy advisor and registered nurse. His early career was spent working various congressional and state legislative races and then for the National Rural Electric Cooperative Association in Washington, D.C., for which he educated congress and association members on energy and environmental policy issues.

After a life-altering event involving the health of his daughter, Stratton was led to pursue a career in healthcare, became a registered nurse and obtained his Master of Science in nursing from UT Austin, specializing in pediatrics and teaching. He later returned to public policy as chief of staff for a state representative and helped organize and execute the first Autism Awareness Day at the Texas Capitol.

Most recently, Stratton spent 5 years with the Texas Health and Human Services Commission, serving as a policy analyst for the senior advisor to the executive commissioner and a clinical policy advisor for Medicaid. There he helped design, procure and implement STAR Kids, the legislatively mandated Medicaid managed care system for children with special healthcare needs. Stratton also provided clinical and policy oversight for the transition of programs from the Department of Assistive and Rehabilitative Services (DARS) to HHSC and the Texas Workforce Commission.

Currently, Stratton and his wife, Jennifer, provide strategic planning, policy and communications consulting services through their business, Stratton Strategies. They live in the Williamson County part of Austin with their two children, Maddie and Jack.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 04:18 PM

Started On: 06/07/2023 12:12 PM

**Commissioners Court - Regular Session**

14.

**Meeting Date:** 06/13/2023

2023-2024 Texas Veterans Commission Grant Award Notice for Veterans Treatment Court

**Submitted By:** Brenda Staples, County Court At Law #2

**Department:** County Court At Law #2

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a \$210,000 Notice of Grant Award (NOGA) from the Texas Veterans Commission-Fund for Veterans Assistance Grant R-2022-06006 for the Williamson County Veterans Treatment Court Program.

**Background**

Williamson County was notified that the Texas Veterans Commission has approved a grant application of \$210,000 for the period of July 1, 2023 through June 30, 2024. The Grant will support services for the Justice Involved Veterans in Judge Laura Barker's Veterans Treatment Court. This funding provides a wide scope of services including staff salaries & training, mental health therapy, substance use detection, software license fees as well as direct financial support for Veterans who need assistance with utilities, housing or vehicle repairs. Acceptance of the Notice of Grant Award (NOGA) is requested.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

23-24 Vet Court NOGA

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Brenda Staples  
Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 09:50 AM  
Started On: 06/07/2023 02:55 PM



# Fund for Veterans' Assistance

*Helping Veterans Starts Here*

## Notice of Grant Award

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### NOGA

#### AWARD INFORMATION

Grant ID:  
R-2022-06006

Grantee Organization:  
Williamson County

Award Issue Date:  
6/8/2023

#### AWARDING AGENCY

Grantor Organization:  
Texas Veterans Commission

#### AWARD DETAILS

Program Category:  
Veteran Treatment Court Program

Service Category:  
Veterans Treatment Court

Grant Period Start Date:  
07/01/2023

Grant Period End Date:  
06/30/2024

#### AWARD AMOUNT

Total Awarded Amount:  
\$ 210,000

### Terms and Conditions

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The TVC Grant Program Requirements as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the budget tables, budget group allocations, and budget narratives and notes in the addenda to Grantee's Application, and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreements between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

#### AUTHORIZATION

Authorized Representative Name:  
Bill Gravell, Jr.

Authorized Representative Title:  
Signature Authority

Executive Director:  
Thomas Palladino

Authorized Representative Title:  
Executive Director



**Commissioners Court - Regular Session**

15.

**Meeting Date:** 06/13/2023

Acceptance of TVC Grant for Veterans Service Office

**Submitted By:** Juan Amaya, Veteran Services

**Department:** Veteran Services

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action authorizing the Williamson County Veterans Service Office to accept a grant from the Texas Veterans Commission (Funds for Veterans Assistance) in the amount of \$210,000 FY 2024.

**Background**

The court previously approved the Veterans Service Office to apply for a grant with the Texas Veterans Commission (Funds for Veterans Assistance) in October 2022. The Veterans Service Office is now seeking approval to accept the total amount of \$210,000 through this grant for emergency financial services. Funds awarded through this grant will be to help Veterans with emergency assistance with rent/mortgage, vehicle payments, burial, utilities and food. The program will also require an Emergency Funds Assistance and Finance Coordinator which will be funded through the grant to assist the Director in disbursing funds accordingly and conduct outreach. This is the first time the Veterans Service Office will be utilizing this specific grant with the Texas Veterans Commission. This grant requires no resolution or match.

Staff recommends following action: Give approval to accept the grant for emergency financial assistance for Veterans of Williamson County through the Funds of Veterans Assistance of the Texas Veterans Commission.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Juan Amaya

Final Approval Date: 05/31/2023

**Reviewed By**

Becky Pruitt

**Date**

05/31/2023 12:19 PM

Started On: 05/23/2023 03:02 PM

**Commissioners Court - Regular Session**

16.

**Meeting Date:** 06/13/2023

Purchasing Policy Update for Cooperative Purchases

**Submitted For:** Joy Simonton

**Submitted By:** Joy Simonton, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on updating the Williamson County Purchasing Policy as it pertains to Cooperative Purchasing.

**Background**

Recommended update to policy language attached.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Purchasing Policy Update

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 10:57 AM

Started On: 06/08/2023 09:15 AM

SECTION 7

COOPERATIVE ~~AND INTERLOCAL~~ PURCHASES

A. Explanation and Law

~~Texas statute authorizes local governments, in accordance with Texas Government Code Chapter §271, Texas local governments to~~ may participate in cooperative purchasing programs to increase efficiency in the purchasing process, generate cost savings through aggregated purchasing volume, and reduce administrative costs. The County participates in the purchasing programs of various local, state, and national purchasing cooperatives.

Although cooperative purchasing is recognized as a valuable tool for compliant government purchasing, it does not provide a customized contract or receive the specialized scrutiny that the solicitation process provides. Although cooperative purchasing is efficient it is sometimes not the best price that can be achieved. For this reason, cooperative purchase requests for goods and services under \$250,000 ~~500,000~~ shall be processed according to Purchasing Policy.

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Cooperative purchase requests for goods and services over \$250,000 ~~500,000~~ shall receive extra analysis from the Purchasing Department as a measure to provide our required due diligence on larger expenditures. The Purchasing Department, as a result of this added analysis and at their discretion, may require a solicitation to be issued to fully source the market. The cooperative contract will always remain an option in this scenario.

Cooperative purchase requests for construction projects under \$2 million shall be processed according to Purchasing Policy. Cooperative purchase requests for construction projects over \$2 million shall receive extra analysis from the Purchasing Department as a measure to provide our required due diligence on larger expenditures. The Purchasing Department, as a result of this added analysis and at their discretion, may require a solicitation to be issued to fully source the market. The cooperative contract will always remain an option in this scenario.

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B. ~~Examples of~~ Purchasing Cooperatives currently approved and utilized by Williamson County:

- Texas Association of School Boards (BuyBoard)
- Houston Area Council of Governments (HGAC)
- National Cooperative Purchasing Alliance (NCPA)
- Purchasing Solutions Alliance (PSA)
- Omnia National (formerly TCPN)
- Sourcewell (formerly National Joint Powers Alliance - NJPA)
- Texas Interlocal Purchasing System/Texas-Arkansas Purchasing System (TIPS/TAPS)
- Purchasing Solutions Alliance (PSA)
- GoodBuy
- US Communities
- Choice Partners
- TxSmartBuy/TXMAS/TPASS
- Texas Department of Information Resources (DIR)

- General Services Admission (GSA)
- Tarrant County Cooperative Purchasing Program

NEW SECTION

INTERLOCAL AGREEMENT PURCHASES

The Interlocal Cooperation Act (Texas Government Code Chapter 791) allows local governments to contract with and between each other to provide governmental functions and services, and to join in contracting with others to provide goods and services through an interlocal or cooperative purchasing agreement. Each interlocal agreement must be approved by the Commissioners Court.

☞ Interlocal agreements with various governmental agencies currently include:

- Cities: Austin, Cedar Park, [Coupland](#), Ft. Worth, Georgetown, [Granger](#), [Hutto](#), Leander, Round Rock, [Taylor](#), [Thrall](#)
- Counties: Bastrop, Brazoria, Denton, Fort Bend, Hood, [McKinley, NM](#), Montgomery, Tarrant, Tom Greene, [Volusia, FL](#)
- Other: [Greater Orlando Aviation Authority](#), Montgomery County Hospital District, [Texas Emergency District #10 \(ESD #10\)](#)

Before requesting Commissioners Court approval of a Cooperative or Interlocal Agreement, each organization or contract is vetted by the Purchasing [Department](#), ~~Legal Department~~ [General Counsel's Office](#) and Contract Audit to ensure they comply with the County's legal requirements as prescribed by Texas law.

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**Commissioners Court - Regular Session**

17.

**Meeting Date:** 06/13/2023

Approval of Purchase of DebtBook Software from Fifth Asset, Inc. dba DebtBook for Auditor's Office

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving software purchase and agreement #2023222 between Williamson County and Fifth Asset, Inc. dba Debtbook in the amount of \$4,500.00 and authorizing the execution of the agreement.

**Background**

This purchase and agreement #2023222 represents the subscription for access to the DebtBook platform to cover onboarding, unlimited users, external sharing, support, training and full-service implementation process for the system. The subscription supports the Williamson County Audit Office and the ongoing use of DebtBook to manage all leases and software agreements and is typically paid at the beginning of each fiscal year. The original purchase of DebtBook was approved in Commissioner's Court on 8/23/2022. The current subscription expires on 8/31/2023 for GASB 87 Leases. Since it expires a month prior to yearend, the County is paying \$2,500 for the additional month through 9/30/23, as well as a \$2,000 implementation fee for DebtBook to help Williamson County implement another new GASB requirement beginning FY24, GASB 96 Software Agreements. Legal, Contract Audit and IT have reviewed this renewal. Funding source is 01.0100.0495.004208 as per FY23 budget. The department point of contact is Nancy Schiller.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreement and Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 06/08/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/08/2023 08:59 AM  
06/08/2023 09:47 AM  
Started On: 05/25/2023 02:38 PM

RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“DebtBook”) is pleased to provide Williamson County, TX (“Customer”) with the Services subject to the terms established in this Order Form, including DebtBook’s Price Quote attached as Exhibit A and incorporated herein by this reference (the “DebtBook Quote”).

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the “Original Order Form”). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the “Terms & Conditions”), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 08/30/2023	Billing Frequency: Annually
Initial Term End Date: 09/30/2026	Payment Terms: Net 30
Initial Pricing Tier: Tier 4	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer’s Application Obligations during the Initial Term.

Implementation Services. At Customer’s request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an “Implementation Period”). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer’s Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer’s Application Obligations implemented causes Customer’s applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

**Billing.** Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

**Renewal Term.** The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

**Termination.** Notwithstanding anything in the Terms & Conditions to the contrary, at any time after the Initial Term End Date, the Customer may terminate the Agreement for any reason or for no reason by giving DebtBook 120 days' prior written notice. If Customer terminates the Agreement pursuant to this paragraph, Customer will be liable only for its pro rata share of Services rendered through the termination date. Except as provided in this paragraph, the Agreement is otherwise subject to early termination on the terms set forth in the Terms & Conditions.

**Late Fees.** Notwithstanding anything in Section 4(a) of the Terms & Conditions to the contrary, payments for Services under the Agreement are governed by, and will be paid in accordance with, Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due, which rate will equal the sum of (a) 1.0% and (b) 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.

**Entire Agreement.** By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

**Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

**Right to Audit.** The Customer or its duly authorized representatives shall, until the expiration of three years after final payment under the Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of DebtBook which are directly pertinent to the any Fees charged for the Services performed under the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Customer shall have access during normal working hours to all necessary DebtBook facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this paragraph. The Customer shall give DebtBook reasonable advance notice of intended audits.

**Jurisdiction; Venue.** Notwithstanding anything in Section 12(a) of the Terms & Conditions to the contrary, any claim arising out of the Agreement must be brought in Williamson County, Texas or the federal courts located in the State of Texas. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. For the avoidance of doubt, the State of Texas is the "Governing State" for all purposes of the Agreement.

**Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

**Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

WILLIAMSON COUNTY, TX

By: Tyler Traudt  
Name: Tyler Traudt  
Title: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Notice Address

PO Box 667950  
Charlotte, NC 28266  
Attention: Chief Executive Officer  
account-management@debtbook.com

Notice Address

301 SE Inner Loop  
Georgetown, TX 78626  
Attention: pnavarrette@wilco.org  
(512) 943-1573

Billing Contact

301 SE Inner Loop  
Georgetown, TX 78626  
Attention: pnavarrette@wilco.org  
(512) 943-1573

Exhibit A  
DebtBook Quote

[See attached.]



## DebtBook Quote

# Williamson County, TX

301 SE Inner Loop  
Georgetown, TX 78626

### Pam Navarrette

Assistant Financial Director  
pnavarrette@wilco.org  
(512) 943-1573

### Prepared By:

DebtBook  
Riley Knowles  
Account Manager  
riley.knowles@debtbook.com

### Notice Address:

1431 W Morehead St Suite  
200 Charlotte, NC 28208

## Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 4 <small>This represents the cost of our White Glove GASB-96 Implementation process for your organization which will begin upon contract execution in Fiscal Year 2023.</small>	1	\$5,000 Implementation	60%	\$2,000 Implementation Cost
Subscription Charge: Tier 4 <small>This represents the pro-rated subscription charge.</small>	1	\$2,500 1 month	-	\$2,500 Month 1 Cost 08/30/23-09/30/23

**Total 1 Month Renewal Cost: \$4,500**

**Commissioners Court - Regular Session**

18.

**Meeting Date:** 06/13/2023

Approval of Services Contract for Market Salary Research from Trupp HR, Inc. for Information Systems Department

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Services Contract #2023205 between Williamson County and Trupp HR, Inc., for the total amount of \$19,500.00, and authorizing the execution of the contract.

**Background**

The approval of this Services Contract will benefit the Information Systems department with a market study to ensure salaries are competitive with the relevant market and inform recommendations for placement into the department salary structures(s). A total of three (3) quotes were received from vendors and Trupp HR, Inc. was selected. The attached proposal contains information regarding the study to be performed. Legal, Contract Audit, Information Systems, and Budget have reviewed this proposal. Funding source is 01.0100.0503.004100 as per FY23 budget. The department points of contact are Alison Gleason and Richard Semple.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Trupp HR, Inc. Proposal

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 06/07/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/07/2023 01:07 PM  
06/07/2023 04:09 PM  
Started On: 05/25/2023 02:54 PM

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# WILLIAMSON COUNTY SERVICES CONTRACT

(Trupp HR)

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**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 **Trupp HR, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

## I.

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

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

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

## II.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue for twelve (12) months, unless terminated earlier in accordance with this Contract.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed rate as set out in **Exhibit “A”** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Nineteen Thousand Five Hundred Dollars (\$19,500.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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

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

### IV.

**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.

### V.

**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.

## VI.

**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.

## VII.

**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.

## VIII.

**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.

## IX.

**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.

## X.

**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.

**XI.**

**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.

**XII.**

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

**XIII.**

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

**XIV.**

**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.

**XV.**

**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.

**XVI.**

**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.

**XVII.**

**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.

**XVIII.**

**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.

**XIX.**

**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.

**XX.**

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

- A. As described in the attached Work Statement and being marked **Exhibit “A,”** which is incorporated to the extent the Work Statement meets or exceeds the requirements of County’s solicitation, if applicable; and
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow.

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

**XXI.**

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

[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:**

Trupp HR, Inc.  
\_\_\_\_\_  
Name of Service Provider

DocuSigned by:  
*Jean Roque*  
\_\_\_\_\_  
541587520A8E4D5...  
Authorized Signature

Jean Roque  
\_\_\_\_\_  
Printed Name

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

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



## Services Agreement

### Exhibit A

#### WORK STATEMENT

Client: **Williamson County**

**Overview of Services:** *Trupp HR* will provide its services in accordance with the terms outlined below. Refer to proposal dated April 17, 2023 for additional information.

ACTIVITY	ESTIMATED UNITS	UNIT RATE	TOTAL ESTIMATED COST
Project Launch + Management	10 Hours	\$195.00 per hour	\$1,950.00
Market Salary Research	30 Jobs	\$585.00 per job	\$17,550.00
		<b>TOTAL</b>	<b>\$19,500.00</b>

*Travel time associated with client projects will be billed at the project hourly rate unless otherwise agreed upon. Other client-approved expenses will be billed separately. Provision of these services does not include legal advice.*

**Commissioners Court - Regular Session**

19.

**Meeting Date:** 06/13/2023

Approval of Services and Purchase Contract for Training from Ti Training LE LLC for the Sheriff's Office

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2023220 between Ti Training LE LLC and Williamson County for the not-to-exceed amount of \$4,999.00, and exempting TI Training LE LLC from the competitive bidding requirements for said service established by Section 262.024.(a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the purchase.

**Background**

The approval of this Contract will benefit the Williamson County Sheriff's Department with purchasing taser canisters and receiving the onsite proper training of their use. The tasers purchase from Ti Training and approved in Commissioner's Court on 6.6.2023 under agenda item #33. Legal and Contract Audit have reviewed the Contract. Funding source is 01.0100.0560.003008 for \$1,199.00 and 01.0100.0560.004232 for \$3,800.00 as per FY23 budget. The department point of contact is Deputy Chief James Carmona.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Ti Training Redacted Servies and Purchase Contract

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 06/08/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/08/2023 09:05 AM  
06/08/2023 09:48 AM  
Started On: 05/25/2023 04:35 PM

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**WILLIAMSON COUNTY  
SERVICES AND PURCHASE CONTRACT  
(Ti Training LE LLC)**

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

**THIS SERVICES AND PURCHASE CONTRACT** (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Ti Training LE LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quotes being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quotes 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 Quotes 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.

**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.

## IV.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit “A”**. The not-to-exceed amount under this Contract is Four Thousand Nine Hundred and Ninety-Nine Dollars (\$4,999.00). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

## V.

**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.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
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 PERSONPER OCCURRENCE	
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$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 PERSONPER OCCURRENCE	
Bodily injury <i>(including death)</i>	\$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.

## VI.

**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.

## VII.

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

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

## VIII.

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

**IX.**

**Compliance With All Laws:** 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.

**X.**

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

**XI.**

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

**XII.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIII.**

**Right to Audit:** 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.

**XIV.**

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

**XV.**

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

**XVI.**

**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.

**XVII.**

**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.

**XVIII.**

**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.

**XIX.**

**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.

**XX.**

**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.

**XXI.**

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf](http://WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf) ([wilco.org](http://wilco.org)) . Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

**XXII.**

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

- A. As described in the attached Quotes, and being marked **Exhibit “A,”** which is incorporated to the extent the Quotes 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.

**XXIII.**

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

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

**WILLIAMSON COUNTY:**

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

Judge Bill Gravell, Jr.,  
County Judge

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

**SERVICE PROVIDER:**

Ti Training LE LLC  
Name of Service Provider

*Humberto Perez*  
Authorized Signature

Humberto Perez  
Printed Name

Date: May 25, 2023

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

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

**EXHIBIT A**

# Quote

Williamson County Sheriff  
US  
512 352-4177



4680 Table Mountain Drive  
Suite 150  
Golden, CO 80403  
(800) 634-1936  
<http://TiTraining.com/>

**Estimate No.** [REDACTED] Issued on Fri May 19, 2023

Qty	Name	Description	Rate	Amount	Tax
1	OC Laser Canister	Trigger Style	\$1,400.00	\$1,400.00	NON
1	Master Instructor Train Onsite	At Customer Location for 6 Trainees	\$3,800.00	\$3,800.00	NON
1	Shipping		\$20.00	\$20.00	NON
1	Discount_2	Current Customer	-\$221.00	-\$221.00	NON

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Tax	\$0.00
<b>Estimated Total</b>	<b>\$4,999.00</b>
<b>Deposit Due</b>	<b>\$0.00</b>

Signature:

Signature Date:

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Thank you for considering Ti Training LE LLC.

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If these items meet your approval, automatically [approve this estimate now!](#)

## QUESTIONS? CONTACT US

Humberto Perez  
[humberto@titraining.com](mailto:humberto@titraining.com)  
3034143555

## TERMS & CONDITIONS

We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal agencies.

NOTE: 12 Months Warranty

This is not an invoice. Please contact Ti Training/Ti Outdoors if you approve this quote and wish to proceed with an order.

**Commissioners Court - Regular Session**

20.

**Meeting Date:** 06/13/2023

Approval of Purchase Contract of Arena Panels and Gates from Priefert Mfg. Co., Inc. for Williamson County Expo Center for Parks Department

**Submitted For:** Joy Simonton

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving purchase contract #2023226 for the purchase of arena panels and bow gates for Williamson County Expo Center from Priefert Mfg. Co., Inc., in the amount of \$13,370.38 pursuant to TIPS Contract #200501 and authorizing the execution of the contract.

**Background**

Approval of these items will support the operations of the Williamson County Expo Center, located at 5350 Bill Pickett Trail, Taylor, TX 76574. Requisition #131810 was submitted along with a sales quote for four (4) 8' Rough Stock Arena Panels, ten (10) 10' Rough Stock Arena Panels, twenty (20) 12' Rough Stock Arena Panels, four (4) 8'x9' Rough Stock Bow Gates and one (1) 12'x9' Rough Stock Bow Gate plus freight costs of \$475.00 for a total purchase of \$13,370.38 from Priefert Mfg. Co., Inc. via. TIPS cooperative has provided pricing verification. Funding source is 01.0100.3106.003001 as per the FY23 budget . Point of contract is Jason Brown.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Signed Contract

**Form Review**

**Inbox**

Purchasing

County Judge Exec Asst.

Form Started By: stephanie.robles

Final Approval Date: 06/07/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

06/07/2023 02:28 PM

06/07/2023 04:13 PM

Started On: 06/05/2023 01:52 PM

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**WILLIAMSON COUNTY  
PURCHASE CONTRACT  
(PRIEFERT MFG. CO., INC.)**

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**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 PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and PRIEFERT MFG. CO., INC. (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to purchase and the Vendor agrees to sell the goods described herein pursuant to the following terms, conditions, and restrictions:

**I.**

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

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

**II.**

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

**III.**

**Consideration and Compensation:** County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; or (2) the date the Williamson County Auditor

receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

#### IV.

**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.

#### V.

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

#### VI.

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

#### VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON

THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

#### VIII.

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

#### IX.

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

#### X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

#### XI.

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

#### XII.

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIII.**

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

**XIV.**

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

**XV.**

**No Assignment:** Vendor may not assign this Contract.

**XVI.**

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

**XVII.**

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

**XVIII.**

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

**XIX.**

**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.

XX.

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

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

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

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

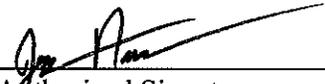
**WILLIAMSON COUNTY:**

**VENDOR:**

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

PRIEFERT MFG. CO., INC.  
Name of Vendor

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

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

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

Jeremy W Avarca  
Printed Name

Date: June 1, 2023

Cooperative Purchasing Contract or Agreement (if applicable): TIPS# 200501

# EXHIBIT A



# Quotation

2630 South Jefferson Ave • Mount Pleasant, TX 75455  
Phone - 903-572-1741 • Fax - 903-572-2798

Number .....: [REDACTED]

Date .....: 5/10/2023  
Page .....: 1 of 1  
Sales order .....:  
PO Number .....:  
Your ref .....: Tips#200501  
Our ref .....: 02268  
Quotation deadline .....: 6/10/2023  
Payment .....: Cash in Advance  
FOB .....: FOB Origin  
Ship Via .....: TL

Total Weight .....: 4,582.90

Sold To: Williamson County Expo Center  
5350 Bill Pickett Trail  
Taylor, TX 76574  
US

Ship To: Williamson County Expo Center  
5350 Bill Pickett Trail  
Taylor, TX 76574  
US

Bill to: Williamson County Expo Center  
5350 Bill Pickett Trail  
Taylor, TX 76574  
US

Phone: 512-238-2101

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
RSAP08GY	PANEL 8' ROUGH STOCK ARENA	4.00	Pc	228.78	Pc	308.00	915.12
RSAP10GY	PANEL 10' ROUGH STOCK ARENA	10.00	Pc	254.20	Pc	900.00	2,542.00
RSAP12GY	PANEL 12' ROUGH STOCK ARENA	20.00	Pc	275.28	Pc	2,160.00	5,505.60
RSABG089GY	BOW GATE ARENA 8'X9' RS	4.00	Pc	758.26	Pc	900.00	3,033.04
RSABG129GY	BOW GATE ARENA 12'X9' RS	1.00	Pc	899.62	Pc	314.90	899.62

All prices shown in USD.

Sub total:	12,895.38
Freight:	475.00
Tax:	0.00
<b>Total:</b>	<b>13,370.38</b>

For any questions or inquiries regarding this quote please contact Priefert Manufacturing directly.  
You may reach us at 800-527-8616 or by email at [direct@priefert.com](mailto:direct@priefert.com).  
This Quote is good for 30 days and subject to change sooner with written communication.

**Commissioners Court - Regular Session**

21.

**Meeting Date:** 06/13/2023

Authorize Issuing Advertisement for RFP #23RFP82 for Electronic Payment Processing for Tax Assessor-Collector

**Submitted For:** Joy Simonton

**Submitted By:** Misty Brooks, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Electronic Payment Processing for Tax Assessor-Collector, under RFP #23RFP82.

**Background**

Williamson County is seeking proposals from interested firms for Electronic Payment Processing. The selected vendor will provide the County Tax Assessor-Collector's Office with a comprehensive program of payment processing services that serve the Tax Assessor-Collector's current and anticipated needs. The County seeks responses from qualified firms who can provide analysis, technology, and services to efficiently process and reconcile a variety of electronic payments, such as credit cards, debit cards, eChecks, and online payments. The Williamson County Tax Assessor-Collector collects property tax, motor vehicle sales tax and fees, vehicle inventory tax, court costs, and other fees for the County. The County intends to coordinate with the selected vendor to provide payment processes to support collection of these payments. The selected vendor is expected to work with the Tax Assessor-Collector, Williamson County Information Systems ("WCIS") staff, Tyler Technologies, and Texas Department of Motor Vehicles to meet the needs of the Tax Assessor-Collector and the customer. This service is provided at no cost to the County. Only users of the service (taxpayers) pay for the service at the time of use. Tax Office Payment Processing RFP #22RFP63 was awarded by Commissioner's Court to Point and Pay, LLC on 06.07.22, agenda item #35. However, there have been unresolved issues with the awarded vendor. There is an interim vendor in place to assist the Tax Assessor-Collector Office until RFP #23RFP82 is awarded. Department contact is Cathy Atkinson.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

No file(s) attached.

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Misty Brooks  
Final Approval Date: 06/07/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/07/2023 01:13 PM  
06/07/2023 04:09 PM  
Started On: 06/01/2023 10:29 AM

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 06/13/2023

Approval of Agreement for Pet Food from Hill's Pet Nutrition Sales, Inc. for the Williamson County Regional Animal Shelter

**Submitted For:** Joy Simonton

**Submitted By:** Mary Watson, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving Agreement #2023199 with Hill's Pet Nutrition Sales, Inc. whereby vendor provides and/or makes available select Hill's® brand pet food on an as-needed basis, under specified terms, to support the operations of the Williamson County Regional Animal Shelter, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(8) [an item of food], and authorizing execution of the agreement.

**Background**

This is a long-standing annual agreement between the Animal Shelter and Hill's Pet Nutrition Sales, Inc. (Hill's) for food for animals. Hill's makes the pet food available at a deeply discounted rate in exchange for exclusive provision of Hill's product to shelter animals. Due to the unique elements of this agreement and shelter needs, it is not possible to obtain competitive quotes from other suppliers. Discount rates are included in the attached agreement. Budget, Auditor's Office, Legal and Contract Audit have reviewed this contract. Food is ordered on an as-needed basis and within operational budget guidelines. Funding expenditure is 01.0545.0545.004968 as per FY23 budget. The department point of contact is Linda Gunter.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Hill's Pet Nutrition Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 06/07/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

06/07/2023 01:59 PM  
06/07/2023 04:11 PM  
Started On: 06/01/2023 03:57 PM



**SHELTER AGREEMENT**

THIS AGREEMENT is made and entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the “Effective Date”), by and between **HILL’S PET NUTRITION SALES, INC.**, a Delaware corporation with its principal place of business located at 400 SW 8<sup>th</sup> Avenue, Topeka, Kansas 66603 (“Hill’s”), and **WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**, with its principal place of business located at 1855 SE Inner Loop, Georgetown, TX 78626-6344 (“Shelter”).

WHEREAS, Hill’s and the Shelter desire to enter into an arrangement whereby Hill’s provides and/or makes available select Hill’s brand pet food, under specified terms set forth in **Appendix B** (hereafter “Shelter Food”), for the express and limited purpose of feeding cats and dogs in the care of the shelter, including cats and dogs in the Shelter’s foster programs that are not yet adopted (hereafter “Pets”), in exchange for the Shelter:

- (a) exclusively feeding Hill’s brand pet food to Pets; and
- (b) actively displaying and communicating Hill’s Food, Shelter & Love partnership, as specified herein, in the course of Shelter’s public communications and Pet adoption activities.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

1. Hill’s Obligations. Hill’s covenants and agrees to the following obligations.

(a) Hill’s agrees to provide and/or make available Shelter Food to the Shelter under terms as specified in Section 4 and **Appendices A and B**, subject to the following:

i. The type of Shelter Food provided and/or made available by Hill’s to the Shelter is set forth in **Appendix B**. Hill’s reserves the right to substitute or designate the type of products provided as noted in **Appendix B**.

ii. All pricing is subject to change with 30 days written notice.

iii. Hill’s may take any legally permissible action that, in Hill’s discretion, is necessary to prevent or stop the unauthorized resale or distribution of any Hill’s pet foods ordered through the shelter’s Hill’s Food, Shelter & Love account.

(b) Hill’s agrees to give Shelter access to Hill’s Shelter Partner Portal (the “Portal”), which enables Shelter to order Hill’s pet food, Adopter Kits, and shelter materials. It also enables Shelter to enter adoption reporting information, review Shelter’s contract, and access Hill’s logos and digital marketing materials specifically created for Hill’s Food, Shelter & Love partners.

(c) Hill’s agrees to give Shelter access to the Hill’s VIP Market feeding program for all paid shelter staff, if allowed by law.

(d) Hill’s, for the duration of the Agreement, grants Shelter a non-exclusive, limited, non-transferrable, revocable, non-royalty bearing license to use Hill’s trademarks, logos, and other intellectual property as may be required by Shelter to fulfill its promotional activities pursuant to Section 2, below.



2. Shelter's Obligations. Shelter hereby covenants and agrees to the following obligations.

(a) Shelter agrees to maintain its credentials and standards of care for Pets at all times during this Agreement, including without limitation to the following:

- i. Maintaining in good standing its status as a 501(c)(3) not-for-profit organization or as a governmental entity, and notify Hill's immediately of any actual or threatened revocation of that status;
- ii. Housing all Pets in a safe, caring, clean and socially-enriched environment;
- iii. Refraining from subjecting or exposing Pets to abusive or inhumane treatment;
- iv. Educating Pet adopters about caring for Pets; and
- v. Employing, or affiliating with, one or more veterinarians who can and do provide on-going healthcare for Pets.

(b) Shelter agrees to purchase Hill's pet foods for the sole purpose of exclusively feeding to Shelter's Pets (as set forth in Section 4 and **Appendix A** of this Agreement). If there is a medical or other condition that would prohibit the use of Shelter Food or another Hill's brand pet food for a particular pet, the Shelter is not required to feed a Hill's brand pet food to that pet.

(c) Shelter agrees to make good faith efforts to ensure that Shelter's employees and volunteers involved with the Pet adoption process are trained to educate Pet adopters about Hill's' brands and products (including through the use of adoption script in **Appendix D**, and other instruction materials provided by Hill's from time to time).

(d) Shelter agrees to actively and exclusively display and communicate Hill's Food, Shelter & Love partnership in public facing areas, including without limitation the following:

- i. Prominently displaying Hill's signage, posters, and other educational materials;
- ii. At time of adoption, communicate the Shelter's exclusive feeding of Hill's brand pet food to Shelter's Pets and provide each adopter with a free Hill's Adopter Kit as outlined in Appendix C.
  - i. Shelter shall order and maintain, at no cost to Shelter, a sufficient inventory of Adopter Kits needed to fulfill its obligations hereunder;
  - ii. For the avoidance of doubt, Adopter Kits are to be provided to adopters at the time of adoption ONLY. One Adopter Kit shall be provided for each pet adopted;
  - iii. Any other use (including without limitation, resale or unauthorized diversion) is strictly prohibited and will constitute a material breach of this Agreement;
- iii. Providing other communication assets to the public, as specified in **Appendix D** or, as may be designated by Hill's in writing from time to time; and
- iv. If the Shelter operates a website or has a website operated on its behalf, displaying the current Hill's Food, Shelter & Love program logo with an active link to Hillspet.com on the shelter's homepage or a designated sponsor page; and



v. Not promoting, displaying, distributing, endorsing, or feeding any competitive brands and/or products of pet food, except that Shelter may redistribute other brands of donated pet food products so long as such redistribution does not constitute direct or implied endorsement of such donated products. (For example, redistribution of donated pet food through a pet food pantry.)

(e) Shelter agrees to share Pet and Pet adopter information collected by Shelter during the course of the adoption process with Hill's under terms as specified in Appendix D. Shelter represents that all adopter information is collected and shared with Hill's in compliance with all applicable laws, including privacy and disclosure laws and Shelter's own privacy policy (if applicable).

(f) Shelter agrees to provide Hill's with a right of first refusal for all pet food company sponsorship opportunities.

(g) Shelter agrees to provide Hill's with a delivery address that is one of the following: (1) a physical shelter with a business sign and posted operating hours, (2) a veterinary clinic, or (3) a pet-related business.

(h) Shelter agrees to order and replenish Hill's brand pet foods, Adopter Kits, materials, and signage through the Portal.

### 3. Term and Termination.

(a) This Agreement shall become effective upon the Effective Date, and shall remain in effect for one (1) year ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for two (2) successive terms of one (1) year each (each, a "Renewal Term") unless either party notifies the other at least thirty (30) calendar days prior to the end of the Initial Term or any Renewal Term of its wish not to renew for a subsequent Term.

(b) This Agreement may be terminated at any time:

i. by either party, for any reason or no reason whatsoever, upon the delivery of thirty (30) calendar days' written notice to the other party;

ii. by either party, immediately upon written notice to the other party, if a party ceases doing business, becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or an order has been made for its "winding-up"; and

iii. by Hill's, immediately upon written notice to Shelter, if (A) Shelter loses and/or fails to maintain its status as a 501(c)(3) not-for-profit organization or governmental entity; (B) Shelter breaches its material obligations (including, but not limited to, nonpayment or any obligations under Section 2); or (C) Shelter's account remains inactive for a minimum of three (3) months.

(c) Upon the expiration or termination of this Agreement, Hill's shall cease providing the discounts described in **Appendix B**, and the Shelter shall within thirty (30) days thereof pay any outstanding amounts owed to Hill's. Additionally, upon Hill's request, the Shelter shall return to Hill's or make available for pick up by Hill's or its designated agents, any Hill's promotional materials which Hill's had provided to the Shelter (including without limitation, any coupons, Adopter Kits, signage, posters, educational materials and display racks).



4. Sales and Payment Terms.

- (a) Hill's will invoice Shelter for pet food orders at list prices reflecting the discounted amount, as indicated in Appendix B. Upon receipt of invoice, Shelter shall remit payments to Hill's.
- (b) All list prices and/or discount amounts listed in **Appendix B** are subject to change upon thirty (30) days written notice.
- (c) Shelter agrees the pet food purchased utilizing the Shelter's Food, Shelter & Love customer account is not purchased for resale and that such foods will not be re-sold or redistributed in any capacity.
- (d) Nothing in this Agreement shall prohibit Shelter from purchasing Hill's products through Hill's normal sales channels. In order to purchase products for resale, the shelter must apply for and obtain a "Retail" account through Hill's. Products ordered through a "Retail" account may be resold or redistributed by the Shelter.

5. Confidentiality. The Shelter agrees that, to the extent permitted by law, it shall maintain in confidence and shall not disclose to any third party the terms of this Agreement without the prior written consent of Hill's.

6. Hill's Policies.

(a) Third Party Code of Conduct. Shelter represents and warrants that it is in compliance with Hill's Third Party Code of Conduct as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Hill's to Shelter throughout the term of this Agreement or (b) updated throughout the term of this Agreement at

<https://www.colgatepalmolive.com/en-us/who-we-are/governance/third-party-code-of-conduct>.

(b) Anti-Bribery Policy. Attached to this Agreement as **Appendix E** is a copy of Hill's Anti-Bribery Policy. Shelter represents and warrants that it is in compliance with Hill's Anti-Bribery Policy as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Hill's to Shelter throughout the term of this Agreement or (b) updated throughout the term of this Agreement at <https://www.colgatepalmolive.com/en-us/core-values/our-policies/anti-bribery-policy>.

7. Audit. Upon reasonable notice and within the Shelter's normal business hours, Hill's shall have the right to audit and inspect the Shelter's facilities, books, documents, papers and records directly relating to Shelter's performance obligations under Sections 2 and 4, above.

8. Indemnification. [Intentionally Omitted].

9. Assignment. This Agreement, including the Appendices attached hereto, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, neither party



to this Agreement shall assign its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. Governing Law. This Agreement, the Appendices attached hereto and any dispute arising therefrom, shall be construed and enforced in accordance with the laws of the State of Texas without regard to its principles governing conflicts of law.

11. Waiver. No failure by either party hereto at any time to require performance by the other party of any of the conditions, Appendices, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, Appendix, term or provision of this Agreement; nor shall any waiver by either party of any breach of this Agreement, or of any term, condition, Appendix or provision hereof, be taken as or held to be a waiver of any subsequent breach, or of the right to terminate this Agreement for any subsequent breach of the same or any other condition, Appendix, term, or provision of this Agreement.

12. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, verbal or otherwise, in relation thereto. There are no representations, either oral or written, upon which either party relies as an inducement to enter into this Agreement other than those set forth herein. Except as expressly provided herein, no change in, addition to, or deletion from any portion of this Agreement shall be valid or binding upon the parties unless it is declared expressly to be a modification of this Agreement and is approved as such in writing by each party.

13. Conflicting Terms. In the event of a conflict between the provisions of this Shelter Agreement and any Appendices thereto, the provisions of the Shelter Agreement shall control.

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

15. Miscellaneous Adjustments

(a) INVOICING and PAYMENT

(a) All items in Appendix A, Section 5 do not apply. Instead Shelter's payment for goods and services under this Agreement shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Shelter in accordance with Texas Government Code Section 2251.025. (Link to document: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2251.htm>)

i. Specifically, 5.3 Standard payment terms are payment within thirty (30) days of the invoice date ("Net 30"),

(b) CHARGES

i. Appendix A, Section 7.1 regarding interest charges. In the event that the Customer fails to pay any amount owed to Hill's Pet Nutrition by the due date, Hill's Pet Nutrition may, without limiting its other rights, charge interest in accordance with Texas Government Code Section 2251.025. (Link to document: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2251.htm>) .



(c) LIMITATION of Liability

Appendix A, Section 14 now reads as follows:

*To the extent authorized under Texas law* IN NO EVENT SHALL HILL'S PET NUTRITION BE LIABLE TO THE CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE OR OTHERWISE, FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE OF THE PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, CUSTOMER-ATTRIBUTABLE RECALL COSTS, DOWNTIME, COST OF SUBSTITUTE EQUIPMENT OR PRODUCTS OR CLAIMS BY THE CUSTOMER'S BUYERS FOR SUCH DAMAGES. NOTHING CONTAINED IN THIS CLAUSE LIMITS OR EXCLUDES LIABILITY FOR DEATH, PERSONAL INJURY OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

(d) DISPUTE RESOLUTION

1. Appendix A, Clause 21.3 now reads as [Intentionally Omitted]. This eliminates Appendix A, 21.3 and 21.3.1, 21.3.2, 21.3.3 and 21.3.4 in their entirety.

IN WITNESS WHEREOF, the duly-authorized representatives of the parties hereto have executed this Agreement the day and year first above written.

**HILL'S PET NUTRITION SALES, INC.**

**WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**

Signature: 

Signature: \_\_\_\_\_

Print Name: Joann R. Fuller

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

Title: Brand Engagement Manager, US Marketing

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

**List of Appendices**

- A – Hill's Shelter Customer General Conditions of Sale
- B – Food, Shelter & Love Program Terms
- C – Adopter Kit Materials
- D – Materials Related to Shelter Obligations set out in Sections 2(c), 2(d) and 2(e)
- E – Hill's Global Anti-Bribery Policy



**APPENDIX A**  
**HILL'S PET NUTRITION SALES, INC.**  
**SHELTER CUSTOMER GENERAL CONDITIONS OF SALE**  
**UNITED STATES**

**1 Scope**

- 1.1 These general conditions of sale and the Hill's Pet Nutrition Sales, Inc. Standard Commercial Terms (these "**Conditions**") apply to all sales of products made directly by Hill's Pet Nutrition Sales, Inc. ("**Hill's Pet Nutrition**") to a shelter customer (the "**Customer**").
- 1.2 Any terms and conditions contained in a purchase order or other documentation issued by the Customer which differ from or add to these Conditions are rejected by Hill's Pet Nutrition.
- 1.3 Any other terms and conditions (a) implied by a course of dealing, custom or practice or (b) which the Customer seeks to incorporate, shall not apply.
- 1.4 Except as otherwise agreed in writing by the parties, these Conditions supersede all previous understandings and constitute the entire agreement between the parties with respect to the sale of products from Hill's Pet Nutrition to the Customer.
- 1.5 No modification, deletion or addition to these Conditions shall be binding on Hill's Pet Nutrition unless expressly approved in writing by Hill's Pet Nutrition.

**2 Orders**

- 2.1 An Order is deemed an offer by the Customer to purchase products from Hill's Pet Nutrition in accordance with these Conditions.
- 2.2 No Order is binding upon Hill's Pet Nutrition until the earlier of (a) acceptance of such Order by Hill's Pet Nutrition in writing or electronically or (b) shipment by Hill's Pet Nutrition of the products contained in such Order to the Customer.
- 2.3 No Order accepted by Hill's Pet Nutrition can be cancelled by the Customer without Hill's Pet Nutrition's written consent.
- 2.4 Hill's Pet Nutrition reserves the right to accept or reject any Order in its absolute discretion.

**3 Minimum Order Charge**

- 3.1 Customer is not subject to a minimum order charge.
- 3.2 Hill's Pet Nutrition reserves the right to change its minimum order quantities and other customer criteria at any time in its absolute discretion.

**4 Price**

- 4.1 The price of the products is the price set out in Hill's Pet Nutrition's standard price list as of the date an Order is processed by Hill's Pet Nutrition less any applicable discounts agreed upon in writing.
- 4.2 The price of the products shall include the cost of delivery to the Customer but shall not include (a) the cost of off-loading, (b) any other applicable sales tax which will be charged at the then applicable rate, or (c) fees related to non-standard delivery.
- 4.3 Hill's Pet Nutrition's standard price list shall not be construed or operate as an offer by, or obligation of, Hill's Pet Nutrition to sell the products to the Customer.
- 4.4 Hill's Pet Nutrition reserves the right to change its list price for any SKU at any time in its absolute discretion.



4.5 In no event shall a reduction in Hill's Pet Nutrition's list price be retroactive.

4.6 Orders received on or after the effective date of a list price change which do not reflect the price change will not be processed.

## **5 Invoicing and Payment**

5.1 Hill's Pet Nutrition will invoice the Customer for products when the Order is shipped.

5.2 The Customer must pay invoices in full in cleared funds to Hill's Pet Nutrition's designated bank account prior to delivery of the products or in accordance with their payment terms.

5.3 Standard payment terms are payment within thirty (30) days of the invoice date ("Net 30"), unless an alternate arrangement is required due to a customer's poor payment history.

5.4 Payment shall be considered received by Hill's Pet Nutrition on the date that cash or an electronic funds transfer is received at Hill's Pet Nutrition's designated bank.

## **6 Credit**

6.1 Hill's Pet Nutrition will consider an application for credit upon receipt of a formal written request from the Customer.

6.2 Hill's Pet Nutrition reserves the right at any time to grant, remove or modify its credit terms with the Customer in its absolute discretion.

6.3 The Customer must stay within its approved credit limits. In addition to all other available remedies, Hill's Pet Nutrition reserves the right to cease processing Orders if the Customer exceeds its approved credit limit.

## **7 Charges**

7.1 In the event that the Customer fails to pay any amount owed to Hill's Pet Nutrition by the due date, Hill's Pet Nutrition may, without limiting its other rights, charge interest at the rate of 18% per annum. Interest will accrue on a daily basis and apply from the payment due date until payment in full by the Customer.

7.2 All payments received from the Customer will be applied first to any interest charges and then applied to any unpaid portion of the oldest invoice.

7.3 Any penalty fees and/or charges assessed by the Customer that have not been agreed upon in writing by Hill's Pet Nutrition must be reimbursed to Hill's Pet Nutrition.

7.4 Hill's Pet Nutrition reserves the right to (a) offset any such unauthorized penalty fees and/or charges, including by deducting from any payments owed to the Customer based on negotiated agreements or discounting from any credit note subsequently issued to such customer, or (b) halt shipments to the Customer until such unauthorized penalty fees and/or charges are reimbursed to Hill's Pet Nutrition.

## **8 Delivery**

8.1 Hill's Pet Nutrition shall deliver, or arrange for delivery of, the products to the Customer's premises or a mutually agreed upon location. At no time shall Hill's Pet Nutrition be deemed to be a common carrier.

8.2 Any time or date specified for delivery is an estimate only and time is not of the essence for delivery of the products.

8.3 Hill's Pet Nutrition may make delivery of the products in installments.



8.4 The Customer must inspect the products upon delivery. Any claim that the products are damaged or that there is a defect in delivery must be made in accordance with Hill's Pet Nutrition's Retail Returns Policy.

8.5 Any non-standard delivery will be assessed the following fees:

8.5.1 Customer is not subject to non-standard delivery fees.

8.6 Hill's Pet Nutrition reserves the right to change its non-standard delivery fees at any time in its absolute discretion.

## **9 Resale**

9.1 The Customer may only resell the products in the United States.

## **10 Title and Risk**

10.1 Title to the products and risk of loss of the products passes to the Customer upon delivery of the products to the transportation carrier at the shipping origin. Where the products are delivered to the Customer by a Hill's Pet Nutrition delivery truck, title to the products and risk of loss of the products passes to the Customer upon delivery of the products.

## **11 Product Quality and Recall**

11.1 The Customer must report to Hill's Pet Nutrition any concerns related to a Hill's Pet Nutrition product that come to the Customer's attention and are potentially linked to product quality or safety, including, but not limited to, any reports from product users of an adverse effect on health (each, an "Adverse Event") whether it is under normal or unexpected use conditions. The Customer must report such Adverse Events to the appropriate Hill's Pet Nutrition contact within one (1) business day following the point in time that the Customer becomes aware of the Adverse Event. The Customer must use appropriate care in the handling and transportation of the Product and must store the product under appropriate conditions.

11.2 If the Customer is the subject of a request, court order or other directive of a court or other governmental or regulatory authority to withdraw any Hill's Pet Nutrition products from the market (a "**Recall Notice**"), the Customer shall, as promptly as possible and in no event, no later than twenty-four (24) hours following its receipt of a Recall Notice, provide Hill's Pet Nutrition with a copy of such Recall Notice.

11.3 Unless required by law, the Customer may not undertake any recall or withdrawal of Hill's Pet Nutrition products without the written permission of Hill's Pet Nutrition.

11.4 In the event that the Customer is required by law to undertake a recall or withdrawal of Hill's Pet Nutrition products, or in the event that Hill's requests in writing that the Customer undertake a withdrawal even where not required by law, the Customer shall comply with Hill's Pet Nutrition's instructions on implementing such recall or withdrawal.

11.5 Hill's Pet Nutrition shall have sole responsibility for paying the cost of any product recall or withdrawal, except when such product recall or withdrawal results from any action, omission or inaction by the Customer (a "Customer-Attributable Recall"), in which case the Customer shall bear such cost.

## **12 Intellectual Property Rights**

12.1 The Customer may not alter any trademark or marking on the products.

12.2 The Customer's right, title or interest in any trademark, trade name, trade dress, copyright, or symbol, or any translation thereof ("Rights"), which is applied to or used in relation to the products is limited to the Rights granted to Customer in writing.



### **13 Warranty Exclusion**

EXCEPT AS (1) REQUIRED BY APPLICABLE LAW, (2) EXPRESSLY SET FORTH IN THESE CONDITIONS OR (3) SPECIFICALLY PROVIDED TO THE CUSTOMER BY HILL'S PET NUTRITION IN WRITING, HILL'S PET NUTRITION DISCLAIMS AND EXCLUDES ALL WARRANTIES AND TERMS AND CONDITIONS NOT CONTAINED IN THESE CONDITIONS, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF REASONABLE QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **14 Limitation of Liability**

IN NO EVENT SHALL HILL'S PET NUTRITION BE LIABLE TO THE CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE OR OTHERWISE, FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE OF THE PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, CUSTOMER-ATTRIBUTABLE RECALL COSTS, DOWNTIME, COST OF SUBSTITUTE EQUIPMENT OR PRODUCTS OR CLAIMS BY THE CUSTOMER'S BUYERS FOR SUCH DAMAGES. NOTHING CONTAINED IN THIS CLAUSE LIMITS OR EXCLUDES LIABILITY FOR DEATH, PERSONAL INJURY OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

### **15 Compliance with Laws and Policies**

15.1 The Customer shall comply with:

15.1.1 all applicable laws, rules, regulations and licenses issued by any supra-national, governmental or other authority in relation to the subject matter of these Conditions including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and any other applicable anti-corruption laws, rules or conventions;

15.1.2 Colgate Palmolive's Anti-Bribery Policy, Hill's Pet Nutrition's Returns Policies and any other policy communicated by Hill's Pet Nutrition to the Customer, as amended from time to time; and

15.1.3 Hill's Pet Nutrition's distribution policies.

15.2 Hill's Pet Nutrition may immediately cease processing Orders and terminate its commercial relationship with the Customer as a result of any breach of Clause 15.1.

### **16 Force Majeure**

Hill's Pet Nutrition will be excused from performance and will not be liable for any failure or delay in performing its obligations under any contract between Hill's Pet Nutrition and the Customer where such failure or delay was caused by an event or series of events beyond Hill's Pet Nutrition's reasonable control (irrespective of foreseeability), including, without limitation, acts of government, war, hostilities or threat of war, terrorism, labor difficulties, a delay in delivery from suppliers, commercial impracticality, shortages of energy, materials, labor, or equipment, fire, flood, storm, explosion, epidemic, riot, civil commotion, or an act of God.

### **17 Cancellation**

17.1 Hill's Pet Nutrition may immediately cancel any Order if the Customer:

17.1.1 fails to make payment when due;

17.1.2 fails to comply with Hill's distribution policies; or

17.1.3 is insolvent or ceases or threatens to cease conducting business.



Such cancellation shall be without prejudice to any other right or remedy available to Hill's Pet Nutrition.

## **18 Insurance**

The Customer shall maintain Commercial General Liability Insurance, including product liability coverage and contractual liability coverage, in an amount of at least USD 2 million and produce, upon Hill's request, details of such insurance and a receipt for the appropriate premium.

## **19 Remedies**

Any rights or remedies arising under these Conditions are cumulative and do not exclude any rights or remedies provided by law.

## **20 Relationship**

Hill's Pet Nutrition and the Customer are independent businesses. No partnership, joint venture, agency, trust or relationship of employer/employee is created between them.

## **21 Dispute Resolution**

21.1 In the event of a Dispute, the parties will attempt to settle such Dispute through good faith negotiations between their appropriate executives.

21.2 If such executives cannot resolve the Dispute, the parties may refer the Dispute to mediation by a mediator jointly selected by the parties.

21.3 If the Dispute is not settled by mediation within fourteen (14) days following the commencement of mediation, the Dispute shall be settled exclusively by final and binding arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce as follows:

21.3.1 The arbitration panel (the "**Panel**") shall consist of a single arbitrator;

21.3.2 The place of arbitration shall be Topeka, Kansas and the proceedings shall be held in English;

21.3.3 The award of the Panel shall be final and judgment upon such award may be entered in any competent court;

21.3.4 Neither party shall, and each shall ensure that none of their Affiliates shall, disclose the existence, content or results of any arbitration under this clause.

21.4 Hill's Pet Nutrition or the Customer may seek interim or provisional relief or measures in any applicable courts that may be necessary to protect the rights of such party or their affiliate pending the establishment of the Panel, or pending the decision of the Panel.

## **22 Definitions**

22.1 The following definitions apply:

**Affiliate:** means, in the case of Hill's Pet Nutrition, any company which, from time to time, forms part of the Colgate-Palmolive Company group of companies and, in the case of the Customer, any company which, from time to time, forms part of the Customer's group of companies, respectively.

**Order:** the Customer's order addressed to Hill's Pet Nutrition for the supply of products in accordance with these Conditions.



**APPENDIX B**  
**Food, Shelter and Love Program Terms**

**Pet Food Purchases**

All pet food purchased utilizing the Shelter's Food, Shelter & Love customer account is exclusively purchased to feed the pets in the care of the shelter. Such foods cannot be resold or redistributed in any capacity.

**Shelter Food** – select Hill's brand pet food for the express and limited purpose of feeding cats and dogs in the care of the shelter, including cats and dogs in the Shelter's foster programs that are not yet adopted. Hill's reserves the right to substitute or designate the type of products provided as **Shelter Food**, including variable methods of delivery.

**SHELTER FOOD**

SKUs	SKU Description	Size	% Discount off Hill's current List Price
<b>Shelter Skus</b>			
2092	Science Diet Kitten	35 lbs	<u>74%</u>
6801	Science Diet Adult Cat	20 lbs	<u>74%</u>
603920	Science Diet Puppy	35 lbs	<u>56%</u>
603916	Science Diet Adult Dog	35 lbs	<u>56%</u>
<b>Wet</b>			
6600	Science Diet Kitten Liver & Chicken Entrée	24 x 5.5oz	<u>35%</u>
6174	Science Diet Kitten Savory Turkey Entrée	24 x 5.5oz	<u>35%</u>
4534	Science Diet Feline Adult Savory Chicken Entrée	24 x 5.5oz	<u>35%</u>
6610	Science Diet Feline Adult Liver & Chicken Entrée	24 x 5.5oz	<u>35%</u>
7036	Science Diet Puppy Chicken & Barley Entrée	12 x 13oz	<u>35%</u>
7037	Science Diet Canine Adult Chicken & Barley Entrée	12 x 13oz	<u>35%</u>
7039	Science Diet Canine Adult Beef & Barley Entrée	12 x 13oz	<u>35%</u>

Shelter may purchase other Hill's pet food products not identified above at list price. Such purchases are subject to warehouse availability and other conditions of sale.

**Shelter Pet Adoption Reporting submission requirement: MONTHLY**

**New Pet Parent Adopter Information submission requirement: WEEKLY**



**APPENDIX C**  
**Adopter Kit Materials**

**Adopter Kit** will consist of:

- **ONE Hill's brand starter bag of Cat or Dog food** containing
  - One or two pounds of food
  - On Pack booklet
    - o Immediate use coupon
    - o Link to additional savings and pet parent educational articles
- **Optional items as made available for order on the Portal**
  - Examples:
    - o Measuring Cups
    - o Adopter Gift Bags
    - o Shelter Adopter Handouts
    - o Pet Emergency Preparedness Cards

Adopter Kit Starter bags will be available for order on the Portal:

- **Cat (1lb bag):**
  - o Kitten
  - o Adult
- **Dog (2lb bag):**
  - o Puppy Small Bites
  - o Puppy Large Breed
  - o Adult



**APPENDIX D**

**MATERIALS RELATED TO SHELTER OBLIGATIONS SET FORTH IN SECTIONS 2(c), 2(d) and 2(e)**

*HILL'S RESERVES THE RIGHT TO AMEND OR SUBSTITUTE THESE MATERIALS DURING THE TERM OF THE AGREEMENT.*

**A. ADOPTION SCRIPT GUIDANCE**

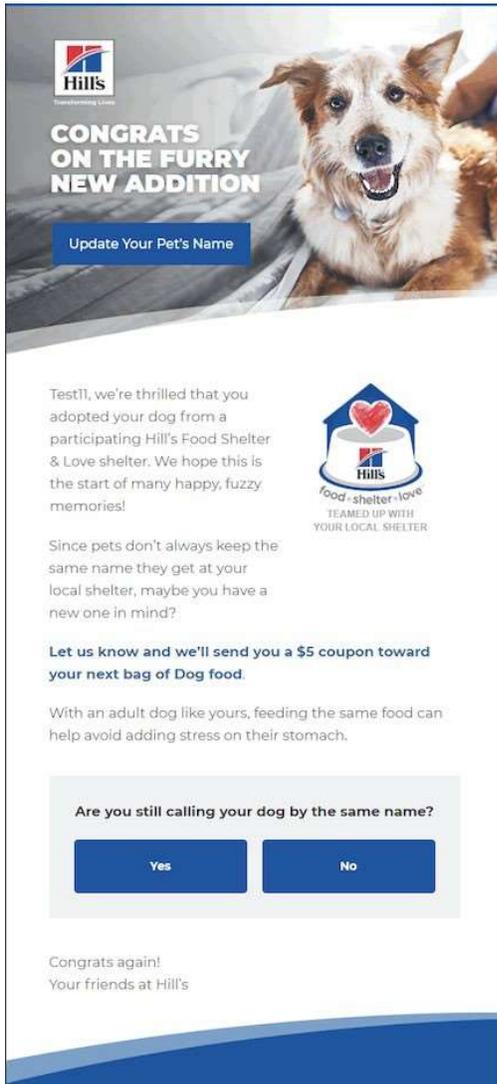
**During the adoption process, shelter staff shall communicate and provide the following Hill's Food, Shelter & Love program components to the new pet parent:**

- 1 – Pets in the shelter are fed Hill's brand pet foods
- 2 – Benefits of continuing to feed Hill's brand foods for their newly adopted pet (continue to support the shelter, shelter recommendation, and nutritionally balanced,)
- 3 – Hill's Adopter Bag and on-pack
- 4 – Hill's Pet Parent Program and its benefits (Opt In for Communication, welcome series, coupons and education)

**Here is a suggested adoption script (to be used as a guide only):**

- *“At [shelter name], we are proud to be part of the Hill's Food, Shelter & Love program and we feed all our pets Hill's brand pet foods.*
  - *Hill's is US Veterinarians' #1 Recommended Brand*
  - *Hill's Science Diet provides science-led nutrition to support pets' ever-changing needs.*
  - *The Science Diet portfolio also includes specialized nutrition for pets' weight, skin, stomach and more.*
- *We suggest that you continue to feed [pet's name] the same food he/she has been eating while he/she was with us when you get home. To assist you with that, we're providing you with a sample bag of the food [pet's name] was eating while he/she was here.*
  - *Keeping his/her food consistent during this time of transition from the shelter into your home can help avoid one additional change during this stressful time for a pet.*
  - *On the front of the bag is a booklet that contains a \$5 coupon you can use to purchase a larger bag of food along with a website offering additional savings and a variety of educational articles for pet parents. You can also scan the QR code on the back of the booklet for further savings on Hill's pet foods.*
- *We offer all adopters the opportunity to join the Hill's New Pet Parent program. If you sign up you will receive emails giving you access to exclusive pet parent resources and coupon offers. If at any time you wish to no longer receive emails from Hill's, you may unsubscribe. Would you like to receive communications and offers from Hill's Pet Nutrition?*
- *When you buy Hill's brand pet foods to feed your pets, you help make it possible for Hill's to feed the animals here at our shelter. Feeding Hill's at home helps feed shelter pets.*

**B. EXAMPLE OF EMAIL TO NEW ADOPTERS**



**CONGRATS ON THE FURRY NEW ADDITION**

Update Your Pet's Name

Test11, we're thrilled that you adopted your dog from a participating Hill's Food Shelter & Love shelter. We hope this is the start of many happy, fuzzy memories!

Since pets don't always keep the same name they get at your local shelter, maybe you have a new one in mind?

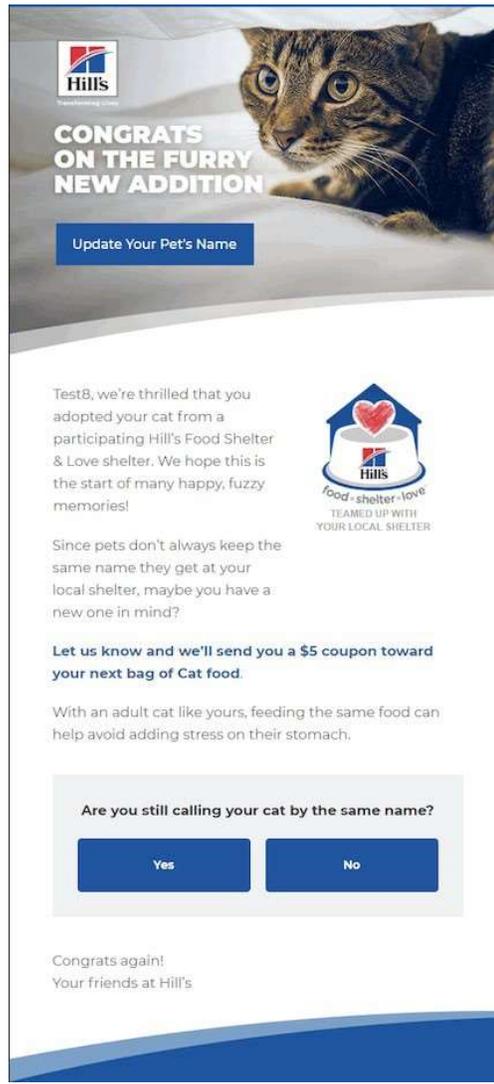
**Let us know and we'll send you a \$5 coupon toward your next bag of Dog food.**

With an adult dog like yours, feeding the same food can help avoid adding stress on their stomach.

Are you still calling your dog by the same name?

Yes No

Congrats again!  
Your friends at Hill's



**CONGRATS ON THE FURRY NEW ADDITION**

Update Your Pet's Name

Test8, we're thrilled that you adopted your cat from a participating Hill's Food Shelter & Love shelter. We hope this is the start of many happy, fuzzy memories!

Since pets don't always keep the same name they get at your local shelter, maybe you have a new one in mind?

**Let us know and we'll send you a \$5 coupon toward your next bag of Cat food.**

With an adult cat like yours, feeding the same food can help avoid adding stress on their stomach.

Are you still calling your cat by the same name?

Yes No

Congrats again!  
Your friends at Hill's

**C. PET AND PET ADOPTER INFORMATION SHARING**

1. Shelter agrees to provide pet adoption numbers in the Shelter Adoption Reporting section on the Portal on a monthly basis; and
2. Shelter agrees to share the following information in an electronic format acceptable to Hill's in the New Adopter Information of the Portal in accordance with the timing identified in Appendix B:
  - i. Pet adopter's name, address;
  - ii. Adopted Pet's name, breed, and date of birth (to improve relevance of educational materials sent by Hill's to consenting pet parents);
  - iii. Adoption date and adoption location;
  - iv. Pet adopter's email address; and
  - v. Whether the Pet adopter has consented to receive marketing emails from Hill's or not.



3. Example of Opt-In Consent Language - Hill's suggests Shelter obtain written consent to receive Hill's marketing emails using the language below or similar language.

[ ] Yes, I would like to receive email, other electronic communications, and/or mail with information and special offers from Hill's Pet Nutrition, Inc. and its family of brands about my adoption. (You can unsubscribe at any time.)



**APPENDIX E**  
**HILL'S PET NUTRITION, INC. AND ITS SUBSIDIARIES**  
**GLOBAL ANTI-BRIBERY POLICY**

Our Anti-Bribery Commitment

Hill's Pet Nutrition's ("Hill's") commitment to dealing legally and ethically applies worldwide. We comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), everywhere we do business, and we expect the same of the third parties with whom we work. While the FCPA prohibits, among other things, bribery of foreign government officials and entities, other anti-bribery laws, like the UK Bribery Act, prohibit commercial bribery between private individuals and entities.

Hill's people and any third parties acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to improperly obtain or retain any business advantage or to improperly affect any act or decision.

This prohibition includes any facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function (for example, small payments made to an official to move Hill's application to the front of the line or to shorten the time frame in which services or other actions are provided). Any official fees supported by government-issued receipts do not qualify as improper payments.

Maintaining Accurate Books and Records

No payment by or on behalf of the Company shall be approved or made if any part of the payment is to be used for an unlawful or improper purpose, or for any purpose other than that described by valid documents supporting the payment. No false or misleading entries should be made in any books or financial records of the Company for any reason.

Any expenses that an employee or third party incurs on Hill's behalf or in connection with our business shall not be reimbursable unless they are lawful and supported by detailed documentation including, for example, valid invoices or receipts.

Expenditures Related to Government Officials

No funds may be provided to or spent on behalf of a government official or entity, directly or indirectly, without advance written approval from Hill's Global Legal Organization. This includes any payments, gifts, donations, entertainment, travel, meals, or other items of value. (For additional information, please review the Global Policy on Expenditures Related to Government Officials & Governments.) Advance approval is not required for official fees supported by government-issued receipts (e.g., permit or license fees).



Please note that the term “government official” is widely defined and may include individuals who are employed by any public or state-affiliated institution or organization or who act in an official capacity in any way, whether full-time, part-time or unpaid. Government officials can be found in every branch and level of government and public life and may include anyone from low-level customs employees, to employees of state-owned media outlets, to high-ranking lawmakers, as well as researchers, professors, teachers, dentists, veterinarians, or other professionals and Key Thought Leaders. If you are in doubt as to whether an individual could be considered a government official, you should contact Hill’s Global Legal Organization.

#### Commercial Bribery

In addition to prohibiting bribery of government officials, Hill’s also prohibits its employees and third parties from engaging in bribery of private parties. You should not seek to improperly influence the judgment or conduct of any party with whom you might be conducting Company business by offering or providing any payments, gifts or other benefits, or by any other unlawful inducement.

#### Our Expectations

Hill’s reputation depends on the conduct of our employees as well as the conduct of those with whom we do business. It is our goal to ensure that Hill’s people and the third parties with whom we work reflect the same high ethical standards and demonstrate a commitment to compliance with all applicable laws. We further expect our third parties to ensure that their employees and subcontractors understand and comply with this Anti-Bribery Policy.

Failure to comply with this Anti-Bribery Policy or any applicable anti-bribery laws, including but not limited to the FCPA, may result in civil or criminal penalties, as well as termination of the employment or business relationship.

**Commissioners Court - Regular Session**

23.

**Meeting Date:** 06/13/2023

Petco Love Grant Request

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

**Department:** Animal Services

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter animals from Petco Love.

**Background**

The Williamson County Regional Animal Shelter runs multiple lifesaving programs based on the support of the community and our donors. In order to save as many lives of cats and dogs as possible, WCRAS is asking Petco Love to continue their support.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 09:11 AM

Started On: 06/02/2023 02:46 PM

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 06/13/2023

HNTB 77139 WA4 SA1 Engineering Services

**Submitted For:** Robert Daigh

**Submitted By:** Kelly Murphy, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 4 under Williamson County Contract between HNTB Corporation and Williamson County dated December 17, 2019 for Annual Fiscal Year Work Authorization. The funding source is Road and Bridge.

**Background**

This supplemental is to increase the maximum amount payable from \$1,593,816 to \$2,116,690.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

HNTB 77139 WA4 SA1

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 04:14 PM

Started On: 06/07/2023 08:39 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1  
TO  
WORK AUTHORIZATION NO. 4**

**ANNUAL FISCAL YEAR WORK AUTHORIZATION**

This Supplemental Work Authorization No. 1 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 17, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 4 dated effective **September 01, 2022** (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$1,593,816** to **\$2,116,690**. The supplemental Fee Schedule for this increase is attached hereto as Exhibit "C-1" (must be attached). The increase in the maximum amount payable is related to the increased level of effort of the GEC work.

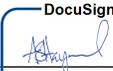
Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

**COUNTY:**

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

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

\_\_\_\_\_  
A. Scott Haywood  
Printed Name

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

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
5/31/2023  
Date

\_\_\_\_\_  
Date

**LIST OF ATTACHMENTS**

Exhibit C-1: Supplemental Fee Schedule



**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 06/13/2023

CR 258 Detour Notification

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding closing a portion of existing CR 258 and detouring traffic during construction of the CR 258 Extension project, a 2013 Road Bond Project in Precinct 2. Project: P277

**Background**

The proposed detour of existing CR 258 is necessary to construct the connection between the existing CR 258 road and the new CR 258 extension. The existing CR 258 closure and detour will last approximately two months. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service, and the Liberty Hill ISD will be notified, prior to any changes in the traffic pattern.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CR258-DetourExhibit

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/08/2023

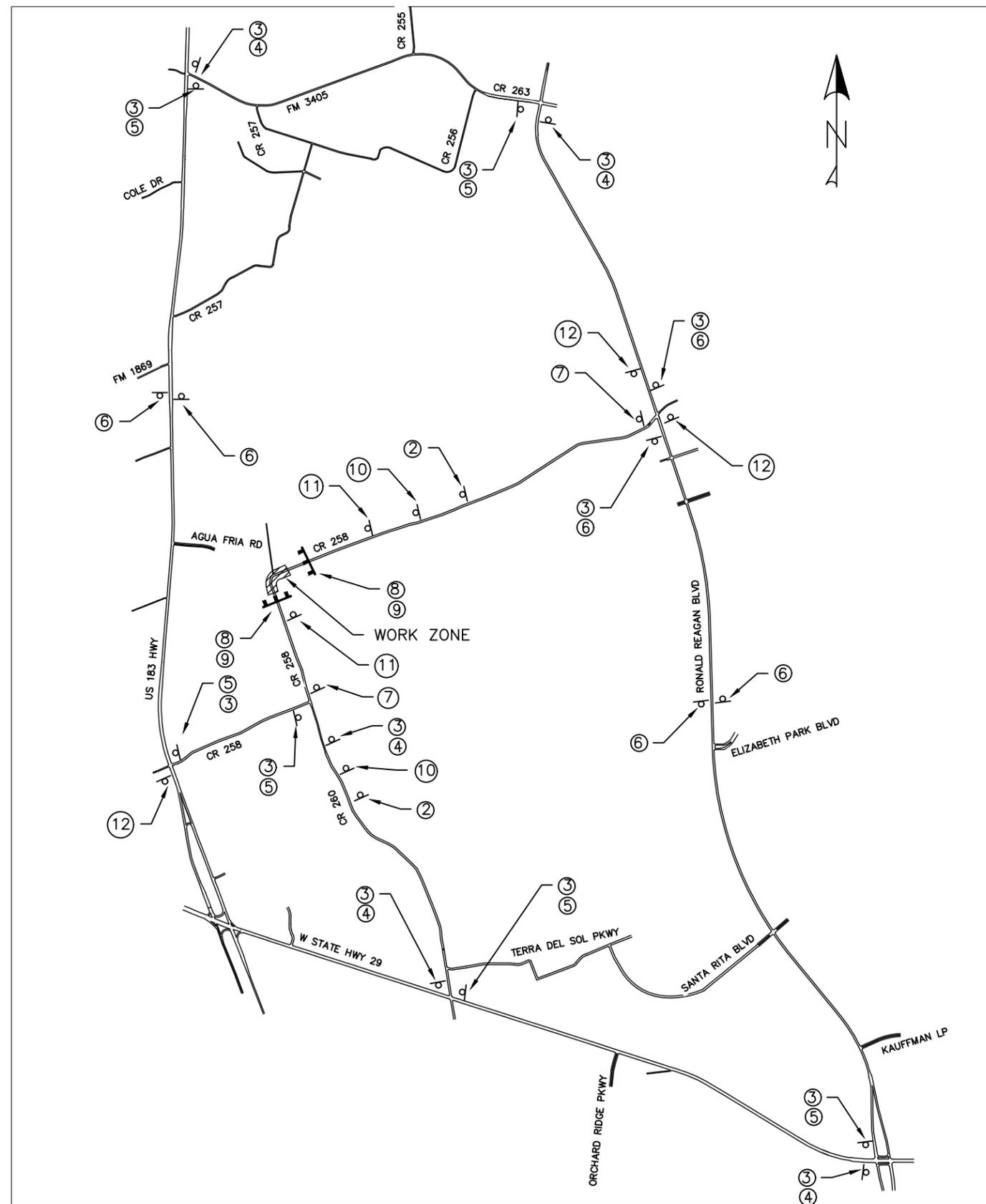
**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 11:26 AM

Started On: 06/07/2023 05:03 PM



- NOTES:
1. SIGN LOCATIONS ARE APPROXIMATE AND MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO MATCH FIELD CONDITIONS.
  2. REFER TO TxDOT BC STANDARDS FOR SIGN SIZES AND SPACING REQUIREMENTS.

<p>①  CW20-2D</p> <p>②  CW21-7</p> <p>③  D3-1</p> <p>④  M4-9L</p> <p>⑤  M4-9R</p> <p>⑥  M4-9S</p> <p>⑦  R11-4</p> <p>⑧  R11-2</p> <p>⑨  TYPE III BARRICADE</p> <p>⑩  CW20-3D</p>	<p>⑪  CW20-3</p> <p>⑫  R11-2</p> <p>⑬  SIGN SYMBOL</p> <p>⑭  WORK ZONE</p>
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**WILLIAMSON COUNTY**  
1848



STATE OF TEXAS  
GISELA ANDREU  
116809  
LICENSED PROFESSIONAL ENGINEER  
6/7/2023



**GGE**  
Design & Consulting, LLC  
TEXAS REGISTERED ENGINEERING FIRM F-20605

CUSTOM TRAFFIC CONTROL PLAN  
CR258 CONSTRUCTION DETOUR  
1128 CO RD 258, LIBERTY HILL, TX 78642

DATE: 6/7/2023	SHEET: 1	SCALE: N.T.S.
APPROVED: GA	CHECKED: GA	

**Commissioners Court - Regular Session**

26.

**Meeting Date:** 06/13/2023

Indigent/Abandoned Burial

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Orlando Ray Davis) who passed away in Williamson County, Texas where there has been an inquest by the Justice of the Peace Pct 1 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Order for Interment

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 09:12 AM

Started On: 06/07/2023 08:42 AM

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

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**ORDER OF COMMISSIONERS COURT  
OF WILLIAMSON COUNTY, TEXAS  
AUTHORIZING INTERMENT  
OF DECEDENT’S REMAINS  
(Orlando Ray Davis)**

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

Orlando Ray Davis (SSN xxx-xx-8917) passed away on February 25, 2023, at the age of 52, at his residence located in Williamson County, Texas.

The Court finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 1 of Williamson County, Texas has signed the death certificate after an inquest and requested funding for an indigent burial for disposition of the deceased’s body.

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

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

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

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

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

Signed and entered this \_\_\_\_ day of June, 2023.

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Hon. Bill Gravell Jr.  
Williamson County Judge

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 06/13/2023

Gap Pay for Program Case Manager

**Submitted By:** Flor Salas, 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 gap funding for grant funded position of Program Case Manager for County Court 2.

**Background**

The Program Case Manager position for County Court at Law #2 is funded primarily through a grant from the BJA and the Texas Veterans Commission (TVC). County Court #2 recently received notice that the TVC approved renewal of our grant for 2023-24, which will pay for 50% of the Program Case Manager’s salary. However, the Program Case Manager position is vital in the operation of the successful DWI/Drug Court Program. The BJA award will end on September 30, 2023, which takes care of 50% of the Program Case Manager’s salary. This is also after the County budget is adopted, and after the beginning of the County’s fiscal year. This leaves a period with no allocated funds to continue to pay the salary of the Program Case Manager. Gap funding is being requested for the current grand funded position to ensure no lapse in salary while waiting for notice of renewal from the BJA grant. Gap funding will be reimbursed by the grant if awarded.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Program Case Manager

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Flor Salas

Final Approval Date: 05/30/2023

**Reviewed By**

Becky Pruitt

**Date**

05/30/2023 01:23 PM

Started On: 05/25/2023 12:49 PM

**Williamson County Job Description**  
**Department/Office: Comm Court - Grants**



Job Title: Program Case  
Administrator

FLSA: Exempt

Pay Grade: B.

Effective Date:

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**JOB SUMMARY**

Reporting directly to County Court at Law 2 Judge, Program Case Administrator uses trauma-informed practices, and is responsible for providing coordination, assessment, and comprehensive integrated case management plans and services to participants involved in the DWI/Drug Court and Veterans Treatment Court programs.

**EXAMPLES OF WORK PERFORMED**

- Provides professional evaluation and assessment services; assesses, documents, tracks, and recommends treatment for individuals participating in each program
- Provides in-depth orientation to applicants
- Monitors and reports participants' compliance with program requirements
- Coordinates and collaborates with community resources and the multi-disciplinary team to discuss and update policies and procedures
- Supports participants' life skills such as time management, budgeting, and job search
- Provides community resource referrals to participants regarding medical, housing, counseling, employment, and education
- Coordinates and manages treatment team meetings with the VA, Bluebonnet Trails, and local providers to ensure participants' treatment plans are followed and updated as necessary for best practices
- Conducts follow-up assessments and reevaluates participants' individualized case plans
- Manages the applicant referral process
- Interviews, screens, and gathers demographic information on offenders whose charges qualify for the treatment court program
- Ensures grant funding specific to treatment is being utilized appropriately
- Evaluates programs and implements changes to improve their effectiveness
- Develops and provides training to project teams on best practices for specialty courts
- Develops and provides recovery-based groups to participants, as necessary
- Facilitates project team meetings for both specialty courts and updates the teams on treatment-related issues
- Educates and informs peers, colleagues, and the judiciary on the efficacy of the Veterans Court and DWI/Drug Court programs
- Creates and maintains various reports, forms, worksheets, and informational materials
- Ensures comprehensive filing systems and databases are maintained and up to date
- Enters and verifies data within applicable databases and systems
- Attends all meetings and trainings, as required
- Performs special duties as assigned

**ORGANIZATION RELATIONSHIPS**

- Reports directly to – County Court at Law 2 Judge
- Direct Reports – Veterans Justice Outreach Officer, local treatment providers, BBT

**Williamson County Job Description**  
**Department/Office: Comm Court - Grants**



Job Title: Program Case  
Administrator

FLSA: Exempt

Pay Grade: B.

Effective Date:

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**PHYSICAL DEMANDS**

- Position involves prolonged sitting at a workstation, visual examination of documents, reaching, walking, twisting, bending, standing and occasional lifting/carrying

**ENVIRONMENTAL FACTORS**

- Work is primarily indoors in an air-conditioned environment
- Travel between work sites as required

*The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the job change.*

**MINIMUM QUALIFICATIONS**

- Bachelor's degree in Social Work, Counseling, or a related field and one (1) year of related experience
- Working knowledge of Microsoft Office Suite

**LICENSES AND CERTIFICATIONS**

**Required**

- Licensed Chemical Dependency Counselor (LCDC)
- Licensed Baccalaureate Social Worker (LBSW)

**Required within thirty (30) days of employment**

- Valid driver's license

**PREFERRED QUALIFICATIONS**

- Master's degree
- Licensed Professional Counselor-Associate (LPC-A)
- Licensed Professional Counselor (LPC)
- Licensed Master Social Worker (LMSW)
- Knowledge of substance abuse, addictions, mental illnesses, and casework practices
- Treatment modalities
- Knowledge of military and veteran culture

**EMPLOYMENT TESTING**

Employment is contingent on passing any post-offer pre-employment screening as listed below:

- Criminal background check: Yes
- Motor Vehicle Record check: Yes
- Drug screening: No

**Williamson County Job Description**  
**Department/Office: Comm Court - Grants**



Job Title: Program Case  
Administrator

FLSA: Exempt

Pay Grade: B.

Effective Date:

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- Physical exam: No
- Psychological exam: No
- Additional: N/A

**IRREGULAR HOURS**

- Work outside of the normal office hours (Monday-Friday 8 a.m. to 5 p.m.) may be required
- May be deemed essential personnel in the event of an emergency

**TOBACCO FREE WORKPLACE POLICY**

Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to and including termination of employment.

**SUPPLEMENTAL INFORMATION**

Williamson County is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. If you require an accommodation in order to apply for a position, please request assistance from the Human Resources Department.



**Commissioners Court - Regular Session**

28.

**Meeting Date:** 06/13/2023

Heart of Texas Auto Theft Task Force participation for County Sheriff

**Submitted For:** Mike Gleason

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss the opportunity for Williamson County Sheriff's Office to participate in the Heart of Texas Auto Theft Task Force (HOTATTF).

**Background**

The Sheriff's Office has been given the opportunity to be included in a grant application funding the Heart of Texas Auto Theft Task Force. Burnet County oversees the HOTATTF and recently submitted a grant application to receive funding from the Motor Vehicle Crime Prevention Authority (MVCPA). Williamson County is currently under no obligation to participate. If the program is funded and the court approves our participation, Burnet County will oversee the project and Williamson County will join with an interlocal agreement for the period of 09/01/2023 - 08/31/2024.

The grant will provide approximately \$112,000 to fund the salary, fringe and various equipment for a new detective position based at the Williamson County Sheriff's Office. Above the funding of these items, the grant also provides for a vehicle, computer, cell phone and other supplies for the detective. Williamson County's responsibility would be approximately \$22,500 for the required 20% match. If our participation is approved, an additional \$22,500 would be needed for supplies and equipment not provided by the grant. The detective will be an employee of Williamson County.

If the grant is funded, a final budget and interlocal agreement will be submitted to the court for approval to participate in the program. This grant has the possibility of renewing on an annual basis. A 20% match would be required but supplies and equipment costs would be reduced in subsequent years.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Grants Mgmt Request-HOTATTF

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 09:49 AM

Started On: 06/06/2023 11:13 AM



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## Grants Management Request Questionnaire

### BackGround Information

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***Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and approved by the Commissioners Court prior to making such application.***

#### DIRECTIONS

Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer requires further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained. When finished, please print and upload the form to the Agenda.

Grant Title/Project Name:

Heart of Texas Auto Theft Task Force

Department:

Sheriff's Office

Requestor:

Dana Foster

Contact Email:

dfoster@wilco.org

Contact Phone Number:

512-943-1168

Start Date:

9/1/2023

End Date:

8/31/2024

Please select request category:  
Personnel

Describe the purpose of the grant in detail to include all requirements.

Select the type of grant your department is applying for:  
State

What is the amount of the grant?  
\$134,500.00

Please provide a breakdown of the total cost above.  
\$112,000 will be provided by the State to fund a new detective position (salary, fringe, and various equipment). The county's portion will be \$22,500 for the required 20% match. An additional \$22,500 will be needed for supplies and equipment not provided by the grant. All costs are approximate. If the application is approved by the State, a budget will be finalized and submitted to the court for approval to participate in the task force.

Is there a match requirement?  
Yes

If yes, how much is the match amount?  
22,500

What is the source of the match?  
Cash

Does the grant cover the cost of the request 100%?  
No

If not, how much is left unpaid?  
22,500

What is the plan to obtain grants/funds for the remaining amount?  
This is in progress. If the grant application is approved by the State, a plan will be submitted with the final budget for approval from the court.

### **Personnel Request Questions Only**

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New Personnel position is:  
Full Time

Where will this position office?  
Sheriff's Office Fleet Office

Who will this position report to?  
Sgt. of the General Crimes Unit, CID

What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.

Investigate motor vehicle theft, burglary of vehicles and title fraud (80%)

Business inspections related to salvage yards and mechanic shops (2%)

Identifying and investigating automotive organized crime (10%)

Conducting operations which target offenders (3%)

Scheduling and conducting 68-A Inspections, collection of the fees and request forms (5%)

Will this position take over tasks from current County employee?

Yes

If yes, please explain the impact to current employee.

The General Crimes Unit investigates auto theft, criminal mischiefs, thefts, trespassing and burglary of businesses, residences, and automobiles. The grant-funded position will supplement the current investigation load, focusing on crimes involving vehicles.

How will this position be funded when the grant ends?

If the grant funding ends for the position, it will not be requested in the normal budget and the position will be dissolved.

Does this position or a similar position currently exist within the department?

Yes

If "yes" how many of these similar positions exist

6

Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).

N/A

Describe how workload will be accomplished/re-allocated should grant not be approved.

The duties would revert to duties assigned to the General Crimes Unit.

Please attach or provide any metrics, data, etc. to substantiate this request to include an org chart for your department with request included

### **Budgetary Impact**

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What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)

The approximate expenses for the grant are \$45,000. No county revenue will be generated.

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.

The needed supplies and equipment not provided through the grant will total approximately \$22,000 (included in the total \$45,000 listed above).

What is the cost and frequency to maintain/update the additional equipment?

Approximately \$13,000 annual for expendable supplies.

What is the impact of this grant application on other internal/county departments?

Required reporting and tracking of finances traditionally required for grants.

Last modified at 6/6/2023 9:46 AM by  Dana Foster

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Williamson County > Apps

**Commissioners Court - Regular Session**

29.

**Meeting Date:** 06/13/2023

compensation

**Submitted For:** Rebecca Clemons

**Submitted By:** Rebecca Clemons, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving an exception to policy with the attached compensation changes.

**Background**

The position was vacated in August 2022. After several months of recruiting, and receiving a very small applicant pool, the position was filled, only to be vacated again two months later. The position has been open again since March 2023. The office has partnered with Human Resources and modified the job description, as well as sponsored posts on local job search websites, and has seen very little improvement to the candidate pool. Human Resources is in support of this policy exception by adding additional funding already within the departments budget to try and increase the applicant pool.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

changes.audit

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 10:58 AM

Started On: 06/08/2023 10:16 AM

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0495-Auditor's Office	0640	16425	\$111,293.96	\$111,293.96	\$121,604.91	\$114,604.91	\$7,000.00	n/a	Reallocation of surplus salary from PCN 00640 to PCN 0646 to allow for increase to candidate pool on vacant position	6/23/2023
0495-Auditor's Office	0646	vacant	N/A	N/A	\$88,242.58	\$95,242.58	n/a	\$7,000.00	Reallocation of surplus salary from PCN 00640 to PCN 0646 to allow for increase to candidate pool on vacant position	6/23/2023

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session**

30.

**Meeting Date:** 06/13/2023

Off-Duty Vehicle Reimbursement Rates

**Submitted By:** Nathan Zinsmeyer, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding government and non-governmental vehicle reimbursement rates to be effective October 1, 2023.

**Background**

Vehicle reimbursement rates have not been reviewed in Commissioners Court since October 28, 2014. This agenda item is to take action on rates, prior to off-duty agreements being renewed for Fiscal Year 2024. The estimated hourly rate of vehicle usage is calculated at approximately \$13 per hour based on the cost of the vehicle, fuel, maintenance costs, and other expenses related to using a law enforcement vehicle. The current vehicle usage rate charged to government entities is \$8 and non-government entities is \$12 per hour.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Nathan Zinsmeyer

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 11:29 AM

Started On: 06/08/2023 09:49 AM

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 06/13/2023

Park Fees

**Submitted For:** Russell Fishbeck

**Submitted By:** Russell Fishbeck, Parks

**Department:** Parks

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on revised park fees for River Ranch County Park.

**Background**

The Parks Department is recommending fee changes to the River Ranch County Park fee schedule. The changes are based on a comparative fee analysis with area Texas State Parks, LCRA parks on Lake Travis and Lake Buchanan and Garey Park. The proposed changes are associated with the day use fees and park pass discounts applied to equestrian use fees and overnight camping. The fees for River Ranch County Park were originally established in 2020.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Park Fees - Revised June 2023 - redline

Park Fees - Revised June 2023 - Final

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 04:15 PM

Started On: 06/07/2023 10:34 AM

Berry Springs Park & Preserve						
Facility/Activity	Capacity	Description	Amenities	Fee	Revised Fee	Comments
Tonkawa Pavilion	64	Half Day; 9am to 2pm or 3pm to 8pm	Electricity	\$ 65		*\$55 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	\$ 100		*\$90 w/ Park Pass
Birthday Mill Pavilion	32	Half Day; 9am to 2pm or 3pm to 8pm	No Electricity	\$ 35		*\$25 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	\$ 50		*\$40 w/ Park Pass
Amphitheater	55	Half Day; 9am to 2 pm or 3pm to 8pm	Electricity	\$ 35		*\$25 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	\$ 50		*\$40 w/ Park Pass
Fire Ring	55	Half Day 9am to 2pm or 3pm to 8pm	No Electricity	\$ 65		*\$55 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	\$ 100		*\$90 w/ Park Pass
Tent Campsites	8/site	Sites 1, 3-10; 12-17 (per night)	No Electricity	\$ 20		*\$18 w/ Park Pass
	16/site	Site 2 (double site) (per night)	No Electricity	\$ 30		*\$28 w/ Park Pass
Primitive Tent Campsites	8/site	Sites 1-10 (per night)	No Electricity	\$ 10		*\$8 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		\$ 5		

Champion Park						
Facility/Activity	Capacity	Description	Amenities	Fee	Revised Fee	Comments
Pecan North Pavilion	72	Half Day; 9 am to 2 pm or 3 pm to 8 pm	Electricity	\$ 65		*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	\$ 100		*\$90 w/ Park Pass
Pecan South Pavilion	72	Half Day; 9 am to 2pm or 3 pm to 8 pm	Electricity	\$ 65		*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	\$ 100		*\$90 w/ Park Pass

Southwest Williamson County Regional Park						
Facility/Activity	Capacity	Description	Amenities	Fee	Revised Fee	Comments
Pavilion A - Playscape	48	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65		*\$55 w/ Park Pass
		Full Day, 9 am to 8 pm		\$ 100		*\$90 w/ Park Pass
Pavilion B - Railroad	48	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65		*\$55 w/ Park Pass
		Full Day, 9 am to 8 pm		\$ 100		*\$90 w/ Park Pass
Boulder East Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm or 3 pm to 8pm		\$ 65		*\$55 w/ Park Pass
		Full Day; 9am to 8pm		\$ 100		*\$90 w/ Park Pass
Boulder West Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm or 3pm to 8pm		\$ 65		*\$55 w/ Park Pass
		Full Day; 9am to 8pm		\$ 100		*\$90 w/ Park Pass
Pebble South Pavilion (Inside Splash Pad)	24	10am to 1pm or 3 pm to 6pm		\$ 50		*\$40 w/ Park Pass
Pebble North Pavilion (Inside Splash Pad)	24	10am to 1pm or 3 pm to 6pm		\$ 50		*\$40 w/ Park Pass
Splash Pad Entry		Daily Use Fee (per person)		\$ 2		
Softball Field North & South	practices, games, tournaments	Per 2 hours		\$ 40		
		Full Day Rental		\$ 175		
		Lights (per hour)		\$ 25		
		Field Prep - Striping		\$ 20		
		Scoreboard use per day (Tournament & League Games Only)		\$ 50		
Soccer Fields 1-5; 7-11	practices, games, tournaments	Fully lined field (per hour per playing field)		\$ 50		
		Lights (per hour) (Fields 7, 8, 9)		\$ 25		
Stadium (Field 6) for Soccer Games	practices, games, tournaments	Fully lined field (per hour per playing field)		\$ 50		
		Lights per hour		\$ 25		
Stadium (Field 6) for Football Games		Exclusive use of all interior amenities until 11pm		\$ 500		
		Staff time while facility in use (per hour)		\$ 25		
Cricket Field		Per hour when permitted for general public rental		\$ 50		
Cricket Nets #1 & #2 (operated by Williamson County)		Per hour per net		\$ 15		
Track		3 lane rental per hour (does not include lights)		\$ 15		
Tennis Court		Court rental per reservation per person		\$ 4		
Basketball Courts		Single court per hour; includes lights if applicable		\$ 15		
Disc Golf		Daily Use Fee (per person)		\$ 2		*Free w/ Park Pass
Disc Golf Tournament		Full day (includes use of entire course) + daily use fee per person		\$ 125		

River Ranch County Park						
Facility/Activity	Capacity	Description	Amenities	Fee	Revised Fee	Comments
Day Use Fee		12 and under		Free		
Day Use Fee		13 to 64 (per person)		\$ 2	\$ 4	*Free w/ Park Pass
Day Use Fee		65 and older		\$ 1	\$ 2	*Free w/ Park Pass
Day Use Fee		Disabled Veteran (Must present one of the following forms of verification: official Veteran ID Card (VIC) from Veterans Administration or Disabled Veterans, Purple heart, or Surviving Spouse license plates)		Free		
Day Use Fee		Military (Active, retired, separating military presenting one of the following forms of verification: Retiree Identification Card (RIC), Common Access Card (CAC), Veterans ID Card (VIC), Form DD214, or approved license plates as noted by TXDMV or similar from other state)		\$ 1	\$ 2	*Free w/ Park Pass
Equestrian Use Fee		Per person/per horse		\$ 8		*\$5 \$6 w/ Park Pass
Tent Campsite - Primitive (hike-in) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	\$ 12		*\$8 \$10 w/ Park Pass
Tent Campsite - (close to parking area) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	\$ 16		*\$12 \$14 w/ Park Pass
RV Campsite - 24	8	Per night/site - (no day use fee required with overnight camping)	Water/Electric; restrooms w/ showers in area	\$ 24		*\$20 \$22 w/ Park Pass
RV Campsite - 2	8	Per night/site - (no day use fee required with overnight camping)	Water-Electric-Sewer; restrooms w/ showers in area	\$ 30		*\$26 \$28 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		\$ 5		
Dump Station Use Fee		Dump only		\$ 10		
North Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	\$ 50		*\$40 w/ Park Pass
South Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	\$ 50		*\$40 w/ Park Pass
Day Use Area Pavilion	70	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65		*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm		\$ 100		*\$90 w/ Park Pass
Interpretive Center - Classroom/Conference Room/Amphitheater	149	Full Day; 8am-5pm		\$ 200		
		Extended use fee 5pm-9pm		\$ 40		
Interpretive Center - Classroom/Conference Room	49	Full Day; 8am-5pm		\$ 100		
		Extended use fee 5pm-9pm		\$ 20		
Amphitheater	100	Half Day; 8 am to 12 pm or 1 pm to 5 pm		\$ 60		
		Extended use fee 5pm-9pm		\$ 20		
		Full Day; 8am-5pm		\$ 100		
		Extended use fee 5pm-9pm		\$ 20		

Miscellaneous						
Facility/Activity	Capacity	Description	Amenities	Fee	Revised Fee	Comments
Overflow Parking		For Special Events - per vehicle		\$ 3		
Safety Cone Rental		For Special Events - per safety cone		\$ 1		
Clean-up Fee		Excessive cleanup of trash, spills, etc. at Pavilion (per hour)		\$ 25		
Administrative Fee		Reservation cancellations, modifications, changes (Per policy)		Variable		
Commercial Use Fee		For Commercial Activities/Business in Parks (gross revenue) (e.g. personal trainers, photographers, outdoor education classes, etc.)		10%		
Concessions/Vendors Permit		Food, drink & merchandise sales in Parks. Advance approval and permit required. (per day) (e.g. Food trucks)		\$ 50		
Special Events (Specific Requests)		Staff (\$25/hour) + cost of resources		Variable		
Additional Lining of Athletic Fields		Cost of paint + staff time (\$25/hour) + equipment		Variable		
Fee Discount/Waiver		Allowable reasons: (Community/Special Event, Customer Service, Promotions, Weather Related, Volunteer Activity). (Per policy)		Variable		
Park Pass *	Benefits	<b>Day use discount:</b>				
		Unlimited day use at River Ranch for the cardholder and all guests in same vehicle (car, van, truck, motorcycle). (Entry by foot, bicycle, motorcycle = cardholder and up to 14 others entering in same manner). Cardholder must be present.				
		<b>Overnight camping discounts:</b>				
		Overnight camping discounts at Berry Springs & River Ranch				
		Overnight camping discount at Expo Center (restrictions apply)				
		<b>Group facility discounts:</b>				
		Pavilion rental discount at Berry Springs, SW Regional, Champion, River Ranch				
		<b>Other discounts:</b>				
		Unlimited day use of disc golf course (restrictions apply)				
		Discount on Open Arena Ride at Expo Center				
		10% discount on Park Store purchases (when store operational)				
Equestrian Use Fee discount at River Ranch						
Park Pass Replacement		In the event visitor loses or damages annual pass card. Original card will be disabled when replacement card issued		\$ 15		

Berry Springs Park & Preserve					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Tonkawa Pavilion	64	Half Day; 9am to 2pm or 3pm to 8pm	Electricity	\$ 65	*\$55 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	\$ 100	*\$90 w/ Park Pass
Birthday Mill Pavilion	32	Half Day; 9am to 2pm or 3pm to 8pm	No Electricity	\$ 35	*\$25 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	\$ 50	*\$40 w/ Park Pass
Amphitheater	55	Half Day; 9am to 2 pm or 3pm to 8pm	Electricity	\$ 35	*\$25 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	\$ 50	*\$40 w/ Park Pass
Fire Ring	55	Half Day 9am to 2pm or 3pm to 8pm	No Electricity	\$ 65	*\$55 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	\$ 100	*\$90 w/ Park Pass
Tent Campsites	8/site	Sites 1, 3-10; 12-17 (per night)	No Electricity	\$ 20	*\$18 w/ Park Pass
	16/site	Site 2 (double site) (per night)	No Electricity	\$ 30	*\$28 w/ Park Pass
Primitive Tent Campsites	8/site	Sites 1-10 (per night)	No Electricity	\$ 10	*\$8 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		\$ 5	

Champion Park					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Pecan North Pavilion	72	Half Day; 9 am to 2 pm or 3 pm to 8 pm	Electricity	\$ 65	*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	\$ 100	*\$90 w/ Park Pass
Pecan South Pavilion	72	Half Day; 9 am to 2pm or 3 pm to 8 pm	Electricity	\$ 65	*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	\$ 100	*\$90 w/ Park Pass

Southwest Williamson County Regional Park					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Pavilion A - Playscape	48	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65	*\$55 w/ Park Pass
		Full Day, 9 am to 8 pm		\$ 100	*\$90 w/ Park Pass
Pavilion B - Railroad	48	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65	*\$55 w/ Park Pass
		Full Day, 9 am to 8 pm		\$ 100	*\$90 w/ Park Pass
Boulder East Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm or 3 pm to 8pm		\$ 65	*\$55 w/ Park Pass
		Full Day; 9am to 8pm		\$ 100	*\$90 w/ Park Pass
Boulder West Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm or 3pm to 8pm		\$ 65	*\$55 w/ Park Pass
		Full Day; 9am to 8pm		\$ 100	*\$90 w/ Park Pass
Pebble South Pavilion (Inside Splash Pad)	24	10am to 1pm or 3 pm to 6pm		\$ 50	*\$40 w/ Park Pass
Pebble North Pavilion (Inside Splash Pad)	24	10am to 1pm or 3 pm to 6pm		\$ 50	*\$40 w/ Park Pass
Splash Pad Entry		Daily Use Fee (per person)		\$ 2	
Softball Field North & South	practices, games, tournaments	Per 2 hours		\$ 40	
		Full Day Rental		\$ 175	
		Lights (per hour)		\$ 25	
		Field Prep - Striping		\$ 20	
		Scoreboard use per day (Tournament & League Games Only)		\$ 50	
Soccer Fields 1-5; 7-11	practices, games, tournaments	Fully lined field (per hour per playing field)		\$ 50	
		Lights (per hour) (Fields 7, 8, 9)		\$ 25	
Stadium (Field 6) for Soccer Games	practices, games, tournaments	Fully lined field (per hour per playing field)		\$ 50	
		Lights per hour		\$ 25	
Stadium (Field 6) for Football Games		Exclusive use of all interior amenities until 11pm		\$ 500	
		Staff time while facility in use (per hour)		\$ 25	
Cricket Field		Per hour when permitted for general public rental		\$ 50	
Cricket Nets #1 & #2 (operated by Williamson County)		Per hour per net		\$ 15	
Track		3 lane rental per hour (does not include lights)		\$ 15	
Tennis Court		Court rental per reservation per person		\$ 4	
Basketball Courts		Single court per hour; includes lights if applicable		\$ 15	
Disc Golf		Daily Use Fee (per person)		\$ 2	*Free w/ Park Pass
Disc Golf Tournament		Full day (includes use of entire course) + daily use fee per person		\$ 125	

River Ranch County Park					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Day Use Fee		12 and under		Free	
Day Use Fee		13 to 64 (per person)		\$ 4	*Free w/ Park Pass
Day Use Fee		65 and older		\$ 2	*Free w/ Park Pass
Day Use Fee		Disabled Veteran (Must present one of the following forms of verification: official Veteran ID Card (VIC) from Veterans Administration or Disabled Veterans, Purple heart, or Surviving Spouse license plates)		Free	
Day Use Fee		Military (Active, retired, separating military presenting one of the following forms of verification: Retiree Identification Card (RIC), Common Access Card (CAC), Veterans ID Card (VIC), Form DD214, or approved license plates as noted by TXDMV or similar from other state)		\$ 2	*Free w/ Park Pass
Equestrian Use Fee		Per person/per horse		\$ 8	*\$6 w/ Park Pass
Tent Campsite - Primitive (hike-in) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	\$ 12	*\$10 w/ Park Pass
Tent Campsite - (close to parking area) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	\$ 16	*\$14 w/ Park Pass
RV Campsite - 24	8	Per night/site - (no day use fee required with overnight camping)	Water/Electric; restrooms w/ showers in area	\$ 24	*\$22 w/ Park Pass
RV Campsite - 2	8	Per night/site - (no day use fee required with overnight camping)	Water-Electric-Sewer; restrooms w/ showers in area	\$ 30	*\$28 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		\$ 5	
Dump Station Use Fee		Dump only		\$ 10	
North Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	\$ 50	*\$40 w/ Park Pass
South Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	\$ 50	*\$40 w/ Park Pass
Day Use Area Pavilion	70	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65	*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm		\$ 100	*\$90 w/ Park Pass
Interpretive Center - Classroom/Conference Room/Amphitheater	149	Full Day; 8am-5pm		\$ 200	
		Extended use fee 5pm-9pm		\$ 40	
Interpretive Center - Classroom/Conference Room	49	Full Day; 8am-5pm		\$ 100	
		Extended use fee 5pm-9pm		\$ 20	
Amphitheater	100	Half Day; 8 am to 12 pm or 1 pm to 5 pm		\$ 60	
		Extended use fee 5pm-9pm		\$ 20	
		Full Day; 8am-5pm		\$ 100	
		Extended use fee 5pm-9pm		\$ 20	

Miscellaneous					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Overflow Parking		For Special Events - per vehicle		\$ 3	
Safety Cone Rental		For Special Events - per safety cone		\$ 1	
Clean-up Fee		Excessive cleanup of trash, spills, etc. at Pavilion (per hour)		\$ 25	
Administrative Fee		Reservation cancellations, modifications, changes (Per policy)		Variable	
Commercial Use Fee		For Commercial Activities/Business in Parks (gross revenue) (e.g. personal trainers, photographers, outdoor education classes, etc.)		10%	
Concessions/Vendors Permit		Food, drink & merchandise sales in Parks. Advance approval and permit required. (per day) (e.g. Food trucks)		\$ 50	
Special Events (Specific Requests)		Staff (\$25/hour) + cost of resources		Variable	
Additional Lining of Athletic Fields		Cost of paint + staff time (\$25/hour) + equipment		Variable	
Fee Discount/Waiver		Allowable reasons: (Community/Special Event, Customer Service, Promotions, Weather Related, Volunteer Activity). (Per policy)		Variable	
Park Pass *	Benefits	<b><u>Day use discount:</u></b>			
		Unlimited day use at River Ranch for the cardholder and all guests in same vehicle (car, van, truck, motorcycle). (Entry by foot, bicycle, motorcycle = cardholder and up to 14 others entering in same manner). Cardholder must be present.			
		<b><u>Overnight camping discounts:</u></b>			
		Overnight camping discounts at Berry Springs & River Ranch			
		Overnight camping discount at Expo Center (restrictions apply)		\$ 50	
		<b><u>Group facility discounts:</u></b>			
		Pavilion rental discount at Berry Springs, SW Regional, Champion, River Ranch			
		<b><u>Other discounts:</u></b>			
		Unlimited day use of disc golf course (restrictions apply)			
		Discount on Open Arena Ride at Expo Center			
10% discount on Park Store purchases (when store operational)					
Equestrian Use Fee discount at River Ranch					
Park Pass Replacement		In the event visitor loses or damages annual pass card. Original card will be disabled when replacement card issued		\$ 15	

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 06/13/2023

Discuss, consider and take appropriate action on renaming Corridor E to East Wilco Highway.

**Submitted For:** Russ Boles

**Submitted By:** Kelley Hernandez, Commissioner Pct. #4

**Department:** Commissioner Pct. #4

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on renaming Corridor E (from state hwy 130 to IH 35) "East Wilco Highway".

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Kelley Hernandez

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 11:48 AM

Started On: 06/08/2023 10:38 AM

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 06/13/2023

Law Office Lee

**Submitted By:** Hal Hawes, General Counsel

**Department:** General Counsel

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a legal services agreement with the Law Office of Steven L. Lee, P.C. to provide legal ethics advice and legal ethics-related representation of Assistant Williamson County Attorney Jennifer Amanda Kate Rice; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4); and further find that funding such agreement serves a public interest and not merely a private interest, and that any alleged act or omission of said attorney in relation to Cause No. 22-03702-3; State of Texas v. Ryan Wade Shackelford; County Court at Law No. 3; Williamson County, Texas was performed while acting in good faith and within the scope of her official duties as an Assistant Williamson County Attorney.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Law Office of Steven Lee Engagement Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 04:20 PM

Started On: 06/07/2023 03:17 PM

## **Contract of Employment and Consent to Third Party Payment**

This Agreement is entered into between and among the Law Office of Steven L. Lee, P.C. (hereinafter referred to as "the Lee Firm" or "Lawyer"), Williamson County, Texas (hereinafter referred to as "Williamson County"), and Jennifer Amanda Kate Rice (hereinafter referred to as or "Client" or "Rice"). Rice was employed by the Williamson County Attorney's Office during the times pertinent to the grievance matters that are the subject of this agreement and remains a current employee of the Williamson County Attorney's Office.

Williamson County, acting through its Commissioners Court, wishes to retain the Lee Firm to represent Rice at the Investigatory Level of the attorney grievance styled as 202302655 - State Bar of Texas - Austin -- Jennifer "Amanda" Amanda Kate Rice.

This Agreement is executed to memorialize that Rice understands that Williamson County, acting through its officers, employees, and agents, has agreed to pay for her legal representation in the above identified matter but that Williamson County does not have the authority to direct the manner of her representation by the Lee Firm and the lawyers associated with the Lee Firm shall exercise independent professional judgment solely on behalf of Rice in relationship with the representation in the referenced attorney grievance.

This Agreement is further executed to memorialize that Williamson County, acting through its officers, employees, and agents, understands that Williamson County does not have the authority to direct the manner of the representation of Rice by the Lee Firm and the lawyers associated with the Lee Firm shall exercise independent professional judgment solely on behalf of Rice in relationship with the representation in the referenced attorney grievance.

Williamson County agrees that Rice and the Lee Firm shall have the cooperation in the investigation of this matter of any and all Williamson County employees who may have knowledge of relevant facts. Williamson County further agrees that all county employees and officials who are requested to provide information or otherwise assist in the representation of Rice in the attorney grievance shall be informed that the Texas attorney grievance process is confidential, and no

information acquired shall be revealed to third parties without the consent of Rice and/or the Lee Firm. Williamson County also agrees that communication with its employees and officials in relation to the investigation of the attorney grievance do not impair Rice's protected attorney-client privilege and such communications shall be considered privileged from disclosure to third parties.

The Williamson County Commissioners Court, acting on behalf of Williamson County, Texas, understands and agrees the Law Firm's billing rate to be \$500.00 per hour for Steven Lee and Susan Brotman's time, and further agrees that Williamson County will receive monthly billings directed to the attention of the Williamson County Commissioners Court's General Counsel's Office and pay them within thirty (30) days of receipt.

It is agreed and understood that Williamson County will be responsible for all reasonable and necessary expenses deemed by the Law Office of Steven L. Lee, P.C. to be expedient or necessary in the investigation, presentation, and defense of the referenced attorney grievance.

It is further understood that should representation in a de novo proceeding be necessary, whether an administrative hearing before an Evidentiary Panel of a State Bar of Texas Grievance Committee or a trial in State District Court, that will require a new agreement with the Law Office of Steven L. Lee, P.C., if Rice desires the Law Firm's representation in such matter. In such case, Williamson County will have the discretion to determine whether or not to be a party to such new agreement and fund any such representation of Rice.

This Agreement contains the entire agreement between the Client, the Law Firm, and Williamson County regarding this matter and the fees, charges, and expenses to be paid relative thereto. This Agreement shall not be modified except by written agreement signed by the Client, the Lee Firm, and Williamson County. This Agreement shall be binding upon the Client, the Lee Firm, and Williamson County and their respective heirs, executors, legal representatives, and successors.

The undersigned Client shall keep the Lee Firm informed of her correct addresses, email addresses, and phone numbers. In the event an address, email, and phone number changes and the

Lee Firm is not notified and cannot communicate with Client, the Lee Firm is hereby authorized to take whatever action may be necessary to protect her interests without the prior approval of the undersigned Client.

The Lee Firm agrees to use best efforts in representing the Client in this matter and agrees to promptly inform Client of any significant developments in the matter. The Client acknowledges that the Lee Firm has given no assurances regarding the outcome of this matter.

This contract is performable in Travis County, Texas. This is a contract for personal services and is terminable at will by either the Law Office of Steven L. Lee, P.C., the undersigned Client, or Williamson County. In the event the Agreement is terminated, it is understood and agreed that only the amounts due for services provided and expenses incurred to and including the date of termination, will be due and payable.

Signed by each signatory on the dates indicated.

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
BILL GRAVELL, JR. (date)  
COUNTY JUDGE

And Individually:

 \_\_\_\_\_ 6/7/23  
JENNIFER AMANDA KATE RICE (date)

THE LAW OFFICE OF STEVEN L. LEE, P.C.

 \_\_\_\_\_ 6/7/23  
By: STEVEN L. LEE (date)

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 06/13/2023

Representative Wilson Courthouse Lease

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2021 and ending December 31, 2022.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Contract

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)  
Form Started By: Andrea Schiele  
Final Approval Date: 06/08/2023

**Reviewed By**  
Becky Pruitt

**Date**  
06/08/2023 01:12 PM  
Started On: 06/08/2023 01:02 PM



State of Texas
House of Representatives

DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between Williamson County, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of Terry M. Wilson, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in Williamson County, Texas. The address of the leased property is:

710 Main Street, Suite 242

Georgetown

78626

Street Address, Suite, etc.

City

Zip Code

(which includes approximately 100 square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins 1/1/21 and ends 12/31/22 but (Month Day, Year) (Lease must end on or prior to January 14, 2023)

the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of 12 Months for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of \$ 200.00 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his/her official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

Lessor's Company Name (type or print)		Date	
Lessor's Name (type or print)		Date	
Lessor's Signature	(1)	Lessor's Signatory's Title	(1)
Lessor's Address		Telephone Number	
Lessor's Type of Organization	(2)	Lessor's Tax ID Number	(3)
	Signature of Representative	(4)	Date
Signature of House Administration Chairman		(5)	Date

Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. Signature must be an original signature (not from a signature stamp or photo copied).
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. Signature must be an original signature (not from a signature stamp or photo copied).
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, Terry M. Wilson do not have an interest  
Name of Member

in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.



Member's Signature

Date

**Commissioners Court - Regular Session**

35.

**Meeting Date:** 06/13/2023

Representative Wilson Courthouse Lease

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2023 and ending December 31, 2024.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Contract

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)  
Form Started By: Andrea Schiele  
Final Approval Date: 06/08/2023

**Reviewed By**  
Becky Pruitt

**Date**  
06/08/2023 01:12 PM  
Started On: 06/08/2023 01:06 PM



State of Texas
House of Representatives

DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between Williamson County, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of Terry M. Wilson, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in Williamson County, Texas. The address of the leased property is:

710 Main Street, Suite 242 Georgetown 78626
Street Address, Suite, etc. City Zip Code

(which includes approximately 100 square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins 1/1/23 and ends 12/31/24 but (Month Day, Year) (Lease must end on or prior to January 14, 2025)

the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of 12 Months for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of \$ 200.00 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his/her official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

Lessor's Company Name (type or print)		Date	
Lessor's Name (type or print)		Date	
Lessor's Signature	(1)	Lessor's Signatory's Title	(1)
Lessor's Address		Telephone Number	
Lessor's Type of Organization	(2)	Lessor's Tax ID Number	(3)
Signature of Representative	(4)	Date	
Signature of House Administration Chairman (5)		Date	

**Note:**

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. **Signature must be an original signature (not from a signature stamp or photo copied).**
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. **Signature must be an original signature (not from a signature stamp or photo copied).**
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, Terry M. Wilson do not have an interest  
Name of Member  
in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.



Member's Signature

Date

**Commissioners Court - Regular Session**

36.

**Meeting Date:** 06/13/2023

Cancel Commissioners Court

**Submitted By:** Becky Pruitt, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action canceling Commissioners Court for Tuesday, July 11, 2023 due to lack of quorum.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 11:30 AM

Started On: 06/08/2023 11:01 AM

**Commissioners Court - Regular Session**

37.

**Meeting Date:** 06/13/2023

Special Session

**Submitted By:** Becky Pruitt, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a Special Session of Commissioners Court to be held on Monday, July 10, 2023 at 8:30 A.M. to consider the agenda that would normally be presented in the Regular Session for Tuesday, July 11, 2023.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 11:30 AM

Started On: 06/08/2023 11:06 AM

**Commissioners Court - Regular Session**

38.

**Meeting Date:** 06/13/2023

ARPA Agreement Coupland Water Supply Corporation

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of \$49,000. This is the second agreement for Coupland Water Supply Corporation. On May 24 they were allotted \$500,000 and this brings their contract totals to \$98,000.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Coupland Water Supply Corporation ARPA Agreement #2

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 09:51 AM

Started On: 06/08/2023 08:34 AM

**SUBRECIPIENT AGREEMENT BETWEEN  
WILLIAMSON COUNTY AND Coupland Water Supply Corporation  
FOR THE SEWER PROJECT**

**WITH FUNDING FROM:  
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This Subrecipient Agreement (“Agreement”) is between Williamson County (the “COUNTY”), a political subdivision of the State of Texas, and Coupland Water Supply Corporation (“SUBRECIPIENT”), (collectively, the “Parties”) and shall be effective on \_\_\_\_\_, 2023. The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“SLFRF FUNDS”) authorized the ARPA (A.L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.  
GENERAL OVERVIEW  
AND  
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: The maintenance and repair of wastewater collection and process system to ensure reliable consistent waste water treatment to the residents of the Coupland Water Supply Corporation CCN

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Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>.

For "drinking water" expenditure category definitions, please see:

<https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.  
PAYMENT

The COUNTY shall make available an amount of up to \$ 49,000 (\*\*\*) **HUNDRED AND \*\*\* THOUSAND \*\*\* HUNDRED AND \*\*\* DOLLARS** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

### III. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV.  
AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.  
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

VI.  
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable

advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

## VII. ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

## VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

## IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.  
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT,  
AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.L.N. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.  
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.  
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.  
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.  
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV.  
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI.  
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78628

and

County Auditor  
710 Main Street, Suite 301  
Georgetown, Texas 78628

Subrecipient:

\_\_\_ Coupland Water Supply Corporation \_\_\_\_\_  
\_\_\_ PO BOX 141 \_\_\_\_\_  
\_\_\_ COUPLAND TX 78615 \_\_\_\_\_

XVII.  
SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVIII.  
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.  
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

**WILLIAMSON COUNTY:**

**SUBRECIPIENT:**

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

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

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

Steven Voelker  
\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2023

Date: June 6, 2023

APPENDIX A – Scope of Services will include upgrades to current outdated non- working systems of sewage treatment plant, fixing broken sewage pipes, fixing treatment plant pump and substation pumps that are broken.

Program or Project Budget will be number 5. Infrastructure

### 5.1 Clean Water: Centralized Wastewater Treatment

#### APPENDIX B

- Replacement of entire clarifier center drive unit at the plant. (This is the unit that is leaking oil)
- Replace all wiring / electrical conduit for center drive
- Replace control panel and associated controls and alarms for center drive
- Replace corroded Effluent Chlorine tablet feeder box
- Modify existing effluent flow staff gauge so we can monitor high flows with more accuracy
- Modify existing effluent flow chamber so we can monitor high flows with more accuracy
- Create a stilling well in effluent flow channel so we can monitor flows with more accuracy
- Replace existing influent bar-screen with larger unit so we can remove more debris from incoming flows

Total \$49,000

**Commissioners Court - Regular Session**

**39.**

**Meeting Date:** 06/13/2023

Interlocal Agreement for Fire Code Review between WCESD No. 9 and Williamson County

**Submitted For:** Hank Jones

**Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

**Department:** Fire Marshal Spec Ops-Hazmat

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on Interlocal Agreement for Fire Code review and enforcement between Williamson County Emergency Services District No. 9 and Williamson County.

**Background**

This Interlocal Agreement will allow the Williamson County Fire Marshal's office to provide fire code review and enforcement within Williamson County Emergency Services District No. 9 jurisdiction pursuant to Texas Health and Safety Code 775. This Interlocal has been reviewed by Williamson County Legal and Contract teams.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

WCESD No.9 ILA

WCESD No.9 Order No. 04-28-23-05

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hank Jones

Final Approval Date: 06/07/2023

**Reviewed By**

Becky Pruitt

**Date**

06/07/2023 04:17 PM

Started On: 06/07/2023 11:39 AM

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§  
§

KNOW ALL BY THESE PRESENTS:

**INTERLOCAL AGREEMENT FOR FIRE MARSHAL AND FIRE CODE  
ENFORCEMENT SERVICES BETWEEN WILLIAMSON COUNTY, TEXAS AND  
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (the “County”), and WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9 (the “District”), a political subdivision of the State of Texas. The County and the District are herein referred to as “the Parties.”

**WHEREAS**, the Board of Emergency Services Commissioners of the District desires to amend and enforce a fire code, including fines for any violations as authorized by Texas Health & Safety Code, Chapter 775, Section 775.036(b), and other applicable law; and

**WHEREAS**, Texas Health and Safety Code, Chapter 775, Sections 775.031(a)(9), 775.031(a)(10), 775.031(c), 775.033, and other applicable law authorizes the District to enter into contracts with other entities for making emergency services, reciprocal operation of services and facilities, and other services available to the District, including the enforcement of the District’s Fire Code; and

**WHEREAS**, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), (D), (K), and (N), and 791.003(4)(A) allow local governments, including special districts, to contract with one another to perform governmental functions and services, including fire protection and other governmental functions in which the contracting parties are mutually interested; and

**WHEREAS**, the Board of Emergency Services Commissioners of the District desires to contract with the County to provide for Fire Marshal and Fire Code enforcement services for the residences and businesses located within the confines of the Williamson County Emergency Services District No. 9; and

**WHEREAS**, entry into this Agreement would be mutually beneficial and not detrimental to the County; and

**WHEREAS**, entry into this Agreement would be mutually beneficial and not detrimental to the District:

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**I.  
PURPOSE AND PREVIOUS AGREEMENTS**

The purpose of this Interlocal Agreement is to provide for Fire Marshal services and the enforcement of the District's Fire Code throughout the District for the residences and businesses located within the District by the County.

## **II. DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

District's Fire Code: The fire code and its provisions adopted by the District in Order No. 04-28-23-05 ("Order"), attached hereto as Exhibit A.

Fire Code Official: The Fire Marshal of the County or other designated authority charged with the administration and enforcement of the Fire Codes of the County and District, or a duly authorized representative.

Fire Marshal Services: The functions and services as set forth in the Order of the District adopting the District's Fire Code, attached hereto as Exhibit A, and as outlined herein and specifically not including fire investigation services or public education services.

## **III. TERM**

Unless otherwise terminate hereunder, the term of this Agreement shall commence on the effective date of this Agreement and shall expire on September 30, 2024, and automatically renew for a one-year term, beginning on October 1<sup>st</sup> of each year thereafter and ending on September 30<sup>th</sup> of each year thereafter.

## **IV. OBLIGATIONS OF THE COUNTY**

The County shall provide the District with the personnel, appellate boards, and other infrastructure necessary for the County to provide Fire Marshal services and to enforce the District's Fire Code. The County will establish and comply with operational policies and procedures for the enforcement of the District's Fire Code, as well as the reporting requirement of the County to the District, as set forth in this Agreement.

Williamson County shall require the Williamson County Fire Marshal, at a minimum, to require the use of a permit tracking software, provide access to same to the Fire Marshals of the City of Round Rock, Texas and the City of Leander, Texas, cooperate fully with those offices and entities, and carry out further actions of the District as set forth herein as may be required from time-to-time.

## **V. OBLIGATIONS OF THE DISTRICT**

The District will not be required to provide any funding for the services provided in this Agreement; however, the County shall retain all fees, fines or other remuneration that results from the services provided under this Agreement. The District will establish and comply with operational policies and procedures for providing the Fire Marshal Services to the District that are acceptable to the County, including procedures regarding record keeping, reporting, and plan approval.

## **VI. EQUIPMENT AND PERSONNEL**

The County shall be responsible for provision of all necessary equipment, including firefighting equipment, and personnel necessary to accomplish the services required hereunder.

The County shall remain responsible for registration, licensing, inspection, repair, maintenance, and operation of such equipment, and for any damages resulting from the use of such equipment, including motor vehicles. Further, the County shall remain responsible for the payment of all salaries, benefits, insurance, or other funds necessary for the personnel who provide services hereunder, as well as the certification, licensing, or other actions required by any governmental or regulatory authority, specifically including, but not limited to, the Texas Commission on Fire Protection and/or the Texas Department of State Health Services, for the services provided hereunder.

The Parties expressly acknowledge and agree that the District shall not accrue or acquire any equity or ownership interest in any such equipment or personnel.

The Parties expressly acknowledge and agree that nothing in this Agreement shall be construed so as to make the other Party a partner, joint venturer, joint investor, or insurer of the other Party or its operations hereunder.

## **VII. ADMINISTRATION**

(a) The Fire Marshal of Williamson, together with such assistants and agents of the District, the County, or third parties as the District or Fire Marshal may designate, are authorized to enforce the District's Fire Code as adopted by the Order, to take all actions required or authorized in provisions incorporated in this Agreement or the Order adopting its fire code by reference, and to conduct all inspections, review all plans, accept all applications for a permit or approval authorized or required by the terms of the Order and this Agreement, and take any action necessary to fully implement and enforce the Order and the Fire Code adopted thereunder.

(b) The Fire Marshal shall submit quarterly activity reports to the District, covering inspection, review, and enforcement activities conducted during the prior months. The Fire Marshal shall keep an accurate account of all fees, fines, and other funds collected and received pursuant to this Agreement, the names of the persons upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate.

(c) Approved plans, specifications, and other reports required by this Agreement shall be maintained in the central offices of the Fire Marshal of Williamson County for a period of not less than five years following the date such document was submitted to the Department or prepared by the Department, or as otherwise required by statute, law, rule, or regulation of the State of Texas.

(d) The District may provide for inspection and other acts necessary to carry out the intent of this Agreement or the Fire Code, including, but not limited to, hiring employees, retaining contractors, or entering into any necessary agreements with any individual or entity to implement and enforce the Fire Code adopted hereunder throughout the District.

(e) The County shall use reasonable efforts to maintain accurate records of its activities provided for hereunder. Such reports, or a summary thereof, shall be provided to the District within twenty (20) days of a request for such records.

(f) Anticipating possible subsequent yearly service by the County to the District, the Parties agree to meet during the term hereof to discuss growth projections for the Designated Area.

## **VIII. LIABILITY**

The Parties expressly acknowledge and agree that the District has no power to control or supervise the manner and means chosen by the County to carry out the services specified in this Agreement, and that the District shall have no liability for any act or omissions of the County.

The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

## **IX. TERMINATION; DEFAULT**

**Termination.** Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the other Party.

**Default by the Parties.** In the event of default by either of the Parties, the non-defaulting Party has the right to terminate this Agreement, in whole or in part, for cause if the non-defaulting Party provides the defaulting Party with written notice of such default and the defaulting Party fails to cure such default to the satisfaction of the non-defaulting Party within thirty (30) business days of receipt of such notice (or a greater time if permitted by the non-defaulting Party). The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the Parties to each other hereunder. The allegation of default shall not relieve either Party from its respective obligations hereunder until such time as this Agreement has been actually terminated as set forth herein.

**X.  
NOTICE**

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) three (3) days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express Corporation, Emery, or Lone Star Overnight, addressed to such Party at the address specified below; or (v) sent by facsimile, telegram or telex, provided that receipt for such facsimile, telegram or telex is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this section, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

**County of Williamson**

Williamson County Judge 710 Main Street  
Georgetown, Texas 78626

and to:

Williamson County Fire Marshal  
3189 SE Inner Loop  
Georgetown, Texas 78626

**Williamson County Emergency Services District No. 9**

Attention: President  
Williamson County Emergency Services District No. 9  
402A West Palm Valley Boulevard, Suite 360  
Round Rock, Texas 78664

and to:

Secretary  
Williamson County Emergency Services District No. 9  
402A West Palm Valley Boulevard, Suite 360  
Round Rock, Texas 78664

and to:

Ken Campbell  
Burns Anderson Jury & Brenner, L.L.P.

Post Office Box 26300  
Austin, Texas 78755-6300

## **XI. MISCELLANEOUS PROVISIONS**

No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between and of the Parties.

Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

No Waiver of Defenses. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained within.

Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

Assignment. Except as otherwise provided in this Agreement, a Party may not assign this

Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation, and such obligations may be terminated at the end of a Party's fiscal year if the governing body of such Party does not appropriate sufficient funds to continue the services provided under this Agreement.

Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

**APPROVED** by the Williamson County Commissioners Court, Williamson County, Texas, in its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023, and executed by its authorized representative.

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Bill Gravell, Jr., County Judge

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

**APPROVED** by the Board of Emergency Service Commissioners of Williamson County Emergency Services District No. 9 in its meeting held on the 28th day of April, 2023, and executed by its authorized representative.

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

By: Michael Garcia  
Michael Garcia, President

Date Signed: 06 / 05 / 2023

ATTEST:

RP Punukollu  
RP Punukollu, Secretary

FOR ESD NO. 9, APPROVED AS TO FORM:

Ken Campbell  
KEN CAMPBELL, Attorney  
06 / 06 / 2023

<b>Title</b>	WILLIAMSON COUNTY ILA kpc 021423.asd (edits JCL) FINAL...
<b>File name</b>	WILLIAMSON COUNTY... FINAL 042823.pdf
<b>Document ID</b>	26b05043dd3aa3d8b9d47993b8ce9779fecb4155
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

## Document History



SENT

**06 / 05 / 2023**

22:18:26 UTC

Sent for signature to Michael Garcia (mgarcia@wilcoesd9.org) and Ken Campbell (kcampbell@bajb.com) from aforster@wilcoesd9.org  
IP: 70.113.125.19



VIEWED

**06 / 05 / 2023**

22:23:29 UTC

Viewed by Michael Garcia (mgarcia@wilcoesd9.org)  
IP: 172.59.232.212



SIGNED

**06 / 05 / 2023**

22:24:52 UTC

Signed by Michael Garcia (mgarcia@wilcoesd9.org)  
IP: 172.59.232.212



VIEWED

**06 / 06 / 2023**

18:07:45 UTC

Viewed by Ken Campbell (kcampbell@bajb.com)  
IP: 119.12.195.97



SIGNED

**06 / 06 / 2023**

18:08:43 UTC

Signed by Ken Campbell (kcampbell@bajb.com)  
IP: 97.77.39.10



COMPLETED

**06 / 06 / 2023**

18:08:43 UTC

The document has been completed.

**ORDER NO. 04-28-23-05**  
**WILLIAMSON COUNTY EMERGENCY SERVICE DISTRICT NO. 9**

AN ORDER AMENDING THE DISTRICT'S FIRE CODE TO ADOPT THE FIRE CODE AND LOCAL AMENDMENTS OF WILLIAMSON COUNTY; PROVIDING FOR FEES TO BE PAYABLE FOR PERMITS, APPROVALS AND INSPECTIONS; REQUIRING A PERMIT OR APPROVAL FOR CERTAIN HAZARDOUS USES AND ACTIVITIES; PROVIDING FOR CIVIL AND CRIMINAL PENALTIES FOR VIOLATIONS; PROVIDING FOR ADMINISTRATION OF THE FIRE CODE AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY TO ADMINISTER AND ENFORCE THE CODE; AUTHORIZING ENTRY ONTO PROPERTY TO CONDUCT INSPECTIONS; AUTHORIZING STOP WORK ORDERS FOR WORK PERFORMED IN VIOLATION OF THE FIRE CODE; PROVIDING FOR APPOINTMENT OF AN APPELLATE BODY AND FOR APPEALS FROM DECISIONS OF THE FIRE CODE OFFICIAL; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Board of Emergency Services Commissioners of Williamson County Emergency Services District No. 9 ("District") are authorized, pursuant to Texas Health & Safety Code § 775.036, to adopt, enforce, and amend a fire code;

WHEREAS, the District desires to amend its fire code adopted on or about the 14<sup>th</sup> day of November, 2008 and to provide for its enforcement in furtherance of protecting the health and safety of those residing within the territory of the District and in furtherance of preventing fires and medical emergencies;

It is, therefore, ORDAINED, RESOLVED AND ORDERED that:

**Section 1. Adoption of Code**

(a) Except as otherwise provided in other provisions of this Order, the following are hereby adopted and incorporated herein and made a part hereof as though fully set forth herein as provisions of the fire code applicable and enforceable throughout the territory of the District, except within the corporate limits of any municipality located in the territory of the District that has previously adopted a fire code, if any:

- (1) The Fire Code of Williamson County, its appendices, fees, and amendments as it exists on the date noted below and as it shall be amended from time-to-time.
  
- (2) For the purpose of determining the types of construction referred in Appendix B of the IFC, the definitions and descriptions of types of construction provided in Chapter 6 of the 2018 International Building Code ("IBC") are adopted.

(b) The remaining provisions of this Order, together with all provisions incorporated in this Order by reference shall constitute the Fire Code of the District (“Fire Code” or “Code”).

(c) In the event of a conflict between the IFC or any other code or provision incorporated in this Order and the express provisions of this Order, the express provisions of this Order shall apply.

## **Section 2. Administration**

(a) The Williamson County Fire Marshal, together with such assistants and agents of the District, Williamson County, or third parties as the Fire Marshal may designate, are authorized to enforce this Order, to take all actions required or authorized in provisions incorporated in this Order by reference, and to conduct all inspections, review all plans, accept all applications for a permit or approval authorized or required by the terms of this Order and the Fire Code of the District, and take any action necessary to fully implement and enforce this Order and the Fire Code adopted hereunder.

(b) The Fire Marshal shall submit quarterly activity reports to the District, covering inspection, review, and enforcement activities conducted during the prior month. The Fire Marshal shall keep an accurate account of all fees, fines, and other funds collected and received pursuant to this Order, the names of the persons upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate.

(c) Approved plans, specifications, and other reports required by this Order shall be maintained in the central offices of the Fire Marshal for a period of not less than five years following the date such document was submitted to the Fire Marshal or prepared by the Fire Marshal, or as otherwise required by statute, law, rule, or regulation of the State of Texas.

(d) The District may provide for inspection and other acts necessary to carry out the intent of this Order or the Fire Code, including, but not limited to, hiring employees, retaining contractors, or entering into any necessary agreements with any individual or entity to implement and enforce the Fire Code adopted hereunder throughout the District.

(e) Any agreement entered into by and between Williamson County and the District related to the District’s Fire Code shall require the Williamson County Fire Marshal, at a minimum, to require the use of Inspection 360 and provide access to the Fire Marshals of the City of Round Rock, Texas and the City of Leander, Texas as well as to cooperate fully with those offices and entities.

## **Section 3. Right of Entry**

(a) Whenever necessary to make an inspection to enforce any of the provisions of this Order for the prevention of fires and medical emergencies, or whenever the Fire Marshal

has reasonable cause to believe that there exists in any building or upon any premises any condition in violation of this Order, the Fire Marshal, or his designated agents, may enter such building or premises at all reasonable times to inspect same or to perform any duty imposed on the Fire Marshal by this Order; provided that if such building or premises is occupied, they shall first present proper credentials and demand entry; and, except during construction of the improvement to be inspected, if such building or premises are unoccupied, the agent of the District shall make a reasonable effort to locate the owner or other person(s) having charge or control of the building or premises and demand entry. If such entry is refused, the Fire Marshal shall have recourse to every remedy provided by law to secure entry.

(b) No owner or occupant or any other person having authority to control access to any building or premises shall fail or neglect, after demand for entry is made as provided in this section 3, to promptly permit entry therein by the Fire Marshal or the authorized agent of the Fire Marshal for the purpose of inspection and examination pursuant to this Order. Any person violating this section shall be guilty of a Class C Misdemeanor, as defined in Texas Penal Code § 12.23, as amended.

#### **Section 4. Stop Work Orders**

Whenever any work or construction is being done contrary to the provisions of this Order or without any permit or approval required by this Order, the Fire Marshal, or the Fire Marshal's designee may order the work or construction stopped by notice in writing served on any person(s) engaged in performing or causing such work to be performed. Whenever work or construction is stopped in accordance with this Section 4, a written notice to stop work issued by the District shall be posted on the property in a manner reasonably visible to any person to perform any work on the property. All persons shall then cease all work or construction on the property until authorized to proceed by the Fire Marshal. Any person failing to comply with a notice to stop work, or removing any notice to stop work from any premises without permission of the Fire Marshal shall be guilty of a Class C Misdemeanor, as defined in Texas Penal Code § 12.23.

#### **Section 5. Identification of District, Commissioners, and Appellate Body**

(a) Whenever the terms "jurisdiction," "authority having jurisdiction," "department," or "bureau of fire prevention" are used in the IFC, same will be a reference to the District and its contracted service provider, the Williamson County Fire Marshal. All regulatory authority established by the provisions of the IFC incorporated in this Order is established for the District and the Williamson County Fire Marshal.

(b) Any reference in the provisions of the IFC incorporated in this Order to the "executive body" shall be a reference to the Board of Emergency Services Commissioners of the District.

(c) Any reference in the provision of the IFC incorporated in this Order to the “board of appeals” or other appellate body established by the IFC shall be reference to the appellate body or panel, as applicable, referred to in section 8 of this Order.

## **Section 6. Amendments to IFC**

(a) The District shall not have a building official or separate code regulating the construction of buildings, including but not limited to, a separate building code, mechanical code, plumbing code, or electrical code, except as expressly incorporated by the terms of this Order. Only parts of other uniform codes that relate to fire safety are incorporated in this Order. Any provision in the IFC or other provision incorporated in this Order by reference that refers to any act to be referred to or conducted by a building official shall be disregarded as though such reference were deleted and all other parts of the affected sentence, section, article, or chapter remained in force and effective. Any reference in the IFC (or other provision incorporated in this Order) to compliance in a manner provided in a building code, electrical code, plumbing code, or mechanical code shall be disregarded except to the extent that the provision of such other code is incorporated in this Order by reference. Such disregard of the manner of compliance shall not otherwise affect the requirement to comply [provided, however, that if a provision refers to compliance with the term any such other code that is not incorporated in this Order by reference, as opposed to compliance in a manner provided in such other code, the requirement of compliance shall be disregarded altogether]. In the event that the disregard of any such reference is unusual syntax or sentence structure of the remainder of such affected provision, a reasonable interpretation shall be given to the remainder, in light of the intent and purpose of this Order and the authority of the District.

(b) Section 109 is deleted in full, and Section 7, herein, is substituted in its place.

(c) The specific sections of the IFC by Williamson County are hereby amended as set forth in Exhibit A, attached hereto and incorporated herein for all purposes. Any future amendments to the Fire Code of Williamson County, Texas shall automatically become amendments Fire Code of the District without further action of the Board of Emergency Services Commissioners of the District, it being the intent of the District to have and enforce the same fire code in the District as is enforced in the unincorporated areas of Williamson County, Texas. If there is a conflict between this Fire Code and the Fire Code of Williamson County, Texas, the more stringent provision shall prevail.

## **Section 7. Appeals**

(a) The Commissioners of the District hereby designate the Board of Appeals of Williamson County (“appellate body”) to serve as members of an appellate body to hear and decide the complaint of any person aggrieved by a decision of the Fire Marshal or his designee, regarding any request for a permit or approval, any decision to stop work, or stop use, and any decision to abate, repair, rehabilitate, demolish, or remove an unsafe structure or premises.

(b) The appellate body shall hear the timely appeal of any decision of the Fire Marshal or other authorized official described in subsection (a). A request to appeal such a decision shall be submitted in writing addressed to the President of the Board of Emergency Services Commissioners of the District and forwarded to the District's central administrative offices not more than 30 days after the date of the decision or action that is the subject of the appeal, with a copy sent to the Fire Marshal of Williamson County, Texas in compliance with the Williamson County Fire Code. A request to appeal shall include the mailing address and work or resident telephone number of the appellant for the purpose of receiving notice of a hearing on the appeal and any other requirements as set forth in the Williamson County Fire Code. A notice of appeal shall not stay the decision or action from which the appeal is taken.

(c) The policies and procedures of Williamson County, Texas shall be followed for any appeal allowed for herein or in the Fire Code of the District.

(d) An appellant shall be entitled to present evidence in support of the appeal and to cross-examine opposing witnesses. The Fire Marshal or his/her designee shall be entitled to present evidence in support of such decision or action and to cross-examine witnesses. The appellate panel shall make all determinations regarding the admissibility of evidence and credibility of witnesses, and may make reasonable rulings regarding the conduct of the hearing and the manner that evidence is presented. The appellate panel may be assisted by legal counsel for the District or the City in making evidentiary rulings and determining reasonable procedures for conduct of the hearing.

(f) The appeal panel may affirm, reverse, or modify the decision from which an appeal is taken. The decision of the majority of the appeal panel shall be the decision of the appeal panel. The panel may reverse a decision only if, in the opinion of the majority: (I) the decision appealed is manifestly unjust; or (II) special circumstances make strict application of the rule that is the basis of the original decision impractical and the reversal of the decision is in conformity with the intent and purpose of this Order; and such reversal would not result in a greater threat of danger to the life or safety.

(g) If the Fire Marshal determines in a written order served on the owner of property that a structure constitutes an imminent threat to the life or safety of any persons, the Fire Marshal or his/her designee may require the demolition or removal of such structure not later than ten days following the date notice of such order is served on the owner of the affected property. Such owner may request an emergency appeal of such decision in writing delivered to the central administrative offices of the Williamson County Fire Marshal's office at any time prior to the expiration of such ten-day period. In such event, the president of the Board of Emergency Services Commissioners is authorized to appoint an appellate panel and schedule a hearing of such appeal as soon as practicable and serve notice of the time, date and place of such appeal on such owner not less than two days prior to the date of the hearing of such appeal, if the appellate board set forth herein is not available for any hearing.

## **Section 8. Penalties**

(a) A violation of any provision of this Order shall be a Class C Misdemeanor, as defined in Texas Penal Code § 12.23. A separate violation shall occur each day that a violation of this Order continues.

(b) In addition to the criminal enforcement provisions of this section, the District shall be entitled to bring a civil action for the enforcement of this Order in any court of competent jurisdiction to enjoin any violation of this Order or to impose a civil penalty in an amount of up to \$2,000.00 for each day that a violation of this Order continues.

(c) In the event of a conflict between this code and the Fire Code of Williamson County, Texas, the more stringent provision shall prevail.

## **Section 9. Fees**

Any fees for the permitting, review, and inspection of occupancies or applications shall be established by resolution from time to time by Williamson County, Texas, without the necessity of amending this Order. For purposes of this Order, the initial fees related to the implementation and enforcement of the Fire Code shall be as set forth in Exhibit A, attached hereto and incorporated herein for all purposes, it being the intent of the District to have and enforce the same fees as charged under the Fire Code of Williamson County, Texas.

## **Section 10. Maintenance of Order**

A copy of this Order together with all provisions incorporated herein shall be maintained at the central administrative offices of the District for inspection and use by interested persons. The District shall inform any person inquiring where copies of the IFC and other provisions incorporated in this Order may be purchased from the publisher thereof.

## **Section 11. Severability**

It is the intention of the Commissioners of the District that all provisions set forth or incorporated in this Order shall be fully severable. In the event that any provision of this Order or any provision incorporated in this Order by reference is found by a court of competent jurisdiction to be void or unenforceable, such void or unenforceable provision shall be severed as though it never formed a party of this Order, and all other provisions of this Order shall remain in full force and effect.

## **Section 12. Conflicts**

All Orders that are in conflict with the provisions of this Order are hereby amended in conformance with this Order and all other orders of the District not in conflict with the provisions of this Order remain in full force and effect.

**Section 12. Notice/Publication**

The Fire Marshal may arrange for any notice or publication of this Order required by applicable law, if any, and maintain proof thereof in the records of the District.

**Section 15. Effective Date**

This Order shall be effective the 1 day of July 2023.

WILLIAMSON COUNTY EMERGENCY  
SERVICES DISTRICT NO. 9

By: Michael Garcia  
Michael Garcia, President

ATTEST:

RP Pudukollu  
RP Pudukollu, Secretary

<b>Title</b>	2023 FIRE CODE ORDER kpc 021423 (002)(JL edits) (002) FINAL...
<b>File name</b>	2023 FIRE CODE OR... FINAL 023423.pdf
<b>Document ID</b>	21dce210a234d12156b2b649b970dfb880a7686e
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

## Document History



SENT

**05 / 22 / 2023**

23:07:09 UTC

Sent for signature to Michael Garcia (mgarcia@wilcoesd9.org) and RP Pudukollu (rpsatya@gmail.com) from sperry@solutionsinthecloud.com  
IP: 35.146.75.100



VIEWED

**05 / 22 / 2023**

23:10:48 UTC

Viewed by RP Pudukollu (rpsatya@gmail.com)  
IP: 103.142.120.45



SIGNED

**05 / 22 / 2023**

23:11:38 UTC

Signed by RP Pudukollu (rpsatya@gmail.com)  
IP: 103.142.120.45



VIEWED

**05 / 22 / 2023**

23:39:05 UTC

Viewed by Michael Garcia (mgarcia@wilcoesd9.org)  
IP: 24.27.46.112



SIGNED

**05 / 22 / 2023**

23:39:19 UTC

Signed by Michael Garcia (mgarcia@wilcoesd9.org)  
IP: 24.27.46.112



COMPLETED

**05 / 22 / 2023**

23:39:19 UTC

The document has been completed.

**Commissioners Court - Regular Session**

40.

**Meeting Date:** 06/13/2023

Award of IFB #23IFB27 Brushy Creek and Fern Bluff Intersections Phase 2 Milling and Overlay to Bennett Paving, Inc.f  
Road and Bridge Department

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #23IFB27 Brushy Creek and Fern Bluff Intersections Phase 2 Milling and Overlay to Bennett Paving, Inc. in the not-to-exceed amount of \$822,603.27 and authorize execution of the agreement.

**Background**

Williamson County sent out 1,089 notifications with 36 document takers and received 5 vendor submissions to provide materials, experienced milling, prime/tack coating, inlay, and striping crews and equipment to resurface the Brushy Creek and Fern Bluff Intersections Phase 2. Bennett Paving, Inc. has performed contracts with equal scope of work for other agencies and received positive references from those contacted. The Road and Bridge Department recommends Williamson County award to Bennett Paving, Inc. who was the second low bidder for this solicitation. In accordance with Local Government Code 262.027 (c), The lower bidder was given notice of award and the opportunity to appear before the Commissioner's Court. Funding source is 01.0200.0210.003599 as per FY23 budget. Point of contact is Terron Evertson.

**Fiscal Impact**

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

**Attachments**

- Vendor Agreement
- Award Letter
- Bid Tabulation

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Johnny Grimaldo  
 Final Approval Date: 06/07/2023

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

06/07/2023 01:20 PM  
 06/07/2023 04:11 PM  
 Started On: 06/01/2023 11:01 AM



## Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Bennett Paving Inc ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 23IFB27, Brushy Creek and Fern Bluff Intersections Phase 2; including the specifications set forth therein, which is incorporated herein as if copied in full.

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Eight Hundred Twenty Two Thousand, Six Hundred Three Dollars and Twenty Seven Cents, (\$822,603.27) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 23IFB27, Brushy Creek and Fern Bluff Intersections Phase 2; including the specifications set forth therein, which is incorporated herein as if copied in full.

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

### ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

**4.2 Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 15 working days

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

**4.3 Final Completion.** The Work shall be fully and finally completed within Twenty (20) Working Days from commencement of the Work; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500.00 from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's

actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

**ARTICLE 5 PAYMENT:**

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code (“Texas Prompt Payment Act”), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered “received” until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor’s Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

**ARTICLE 6 CONTRACTOR’S GENERAL RESPONSIBILITIES AND COVENANTS:**

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner

informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-contractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

- 6.5 As part of Contractor obligation to coordinate the Work, Contractor shall:
- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
  - b. provide an on-site, full-time superintendent for the duration of the Work;
  - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
  - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
  - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
  - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
  - g. advise Owner of any tests that should be performed;
  - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
  - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
  - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and

- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

**6.6** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.7** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.9** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

**COMMISSIONING AND WARRANTY RESPONSIBILITIES**

**6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

**6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

**ARTICLE 7 OWNER'S RESPONSIBILITIES**

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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	

- e. Builder's Risk Insurance  
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage

by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
  - (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84),

showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owneroperators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
  - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in

relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a selfinsured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or

entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

**8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.**

**8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.**

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 9 BONDS**

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the

breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or

condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

**11.15 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

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

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

**CONTRACTOR:**

Bennett Paving, Inc.

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

Printed Name: Bryan Bennett

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

Date: 05/31/2023

**Party Representatives**

Owner's Designated Representative ("ODR"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Title:

Contractor's Designated Representative:

Bryan Bennett  
P.O. Box 2309  
Leander, TX 78646

Phone (512) 740-8603

Fax (512) 355-4193

Title: President



May 9, 2023

Ms. Joy Simonton  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way  
Georgetown, Texas 78626

Subject: Recommendation for 23IFB27 Brushy Creek and Fern Bluff Intersections Phase 2 Milling and Overlay

This solicitation requires the bidders to provide reference contracts in which similar services have been previously performed. The contracts submitted by South Houston Asphalt & Concrete show a dissimilar past work experience compared to the scope of work contained in the solicitation.

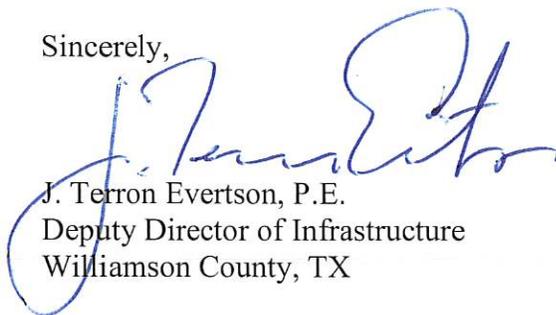
The next lowest bid, Bennett Paving Inc. was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

- |                                       |                |
|---------------------------------------|----------------|
| 1. South Houston Asphalt & Concrete - | \$663,372.56   |
| 2. Bennett Paving Inc. -              | \$822,603.27   |
| 3. Texas Materials-                   | \$828,589.65   |
| 4. Lone Star Paving -                 | \$963,233.10   |
| 5. Alpha Paving Industries -          | \$1,063,397.52 |

In addition to meeting the bid qualifications, Bennett Paving Inc. has performed contracts with an equal scope of work for other agencies and received positive references from those contacted. Based on the responsive bid of \$822,603.27, having performed similar work, and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Bennett Paving Inc. the contract for the Brushy Creek and Fern Bluff Intersections Phase 2 Milling and Overlay project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,



J. Terron Evertson, P.E.  
Deputy Director of Infrastructure  
Williamson County, TX

231FB27 IFB Brushy Creek and Fern Bluff Intersections Phase 2 Milling and Overlay  
 3-Feb-23

Company	Alpha Paving Industries	Lone Star Paving	Bennett Paving Inc.	South Houston Asphalt & Concrete	Texas Materials
<b>Amount</b>	\$ 1,063,397.52	\$ 963,233.10	\$ 822,603.27	\$ 663,372.56	\$ 828,589.65

**Commissioners Court - Regular Session**

41.

**Meeting Date:** 06/13/2023

2138 CR 101 Reconstruction Change Order #7 (Final)

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$4,332.41 for Project 2138 CR 101 (James Construction Group) P: 269 Funding Source: Road Bond.

**Background**

This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in an increase of \$4,332.41 to the Contract amount, for an adjusted Contract total of \$12,352,208.73. The original Contract amount was \$13,092,842.00. As a result of this and all Change Orders to-date, \$740,633.27 has been deducted from the Contract, resulting in a 5.66% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

2138-CR 101 CO#7

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 10:47 AM

Started On: 06/07/2023 11:39 AM

**WILLIAMSON COUNTY, TEXAS**

CHANGE ORDER NUMBER: 7

1. CONTRACTOR: James Construction Group

2. Change Order Work Limits: Sta. 10+06 to Sta. 208-51

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

<b>Project:</b>	<u>2138</u>
<b>Roadway:</b>	<u>CR 101</u>
<b>CSJ Number:</b>	_____

5. Describe the work being revised:

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

6. Work to be performed in accordance with Items: See attached.

7. New or revised plan sheet(s) are attached and numbered: \_\_\_\_\_

8. New Special Provisions/Specifications to the contract are attached:  Yes  No

9. New Special Provisions to Item N/A, No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>6-2-23</u></p> <p>By <u>Joy Williams</u></p> <p>Typed/Printed Name <u>Joy Williams</u></p> <p>Typed/Printed Title <u>Division Manager</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$4,332.41</u></p>
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**RECOMMENDED FOR EXECUTION:**

[Signature] 6/6/2023  
Project Manager Date

County Commissioner Precinct 1 Date  
 APPROVED  REQUEST APPROVAL

N/A  
Design Engineer Date

County Commissioner Precinct 2 Date  
 APPROVED  REQUEST APPROVAL

[Signature] 6/7/2023  
For Christen Eschberger Program Manager Date

County Commissioner Precinct 3 Date  
 APPROVED  REQUEST APPROVAL

Design Engineer's Seal:

County Commissioner Precinct 4 Date  
 APPROVED  REQUEST APPROVAL

County Judge Date  
 APPROVED

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # 2138

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
100-6002	PREPARING ROW	STA	\$7,213.82	171.50	\$1,237,170.13	0.500	172.000	\$1,240,777.04	\$3,606.91
106-6001	OBLITERATING ABANDONED ROAD	STA	\$5,000.00	15.78	\$78,900.00	0.110	15.890	\$79,450.00	\$550.00
166-6002	FERTILIZER	TON	\$900.00	1.24	\$1,116.00	0.195	1.435	\$1,291.50	\$175.50
<b>TOTALS</b>					\$1,317,186.13			\$1,321,518.54	\$4,332.41

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Williamson County Road Bond Program**

**CR 101 Reconstruction**

**Williamson County Project No. 2138**

**Change Order No. 7**

**Reason for Change**

This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in an increase of \$4,332.41 to the Contract amount, for an adjusted Contract total of \$12,352,208.73. The original Contract amount was \$13,092,842.00. As a result of this and all Change Orders to-date, \$740,633.27 has been deducted from the Contract, resulting in a 5.66% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

**Commissioners Court - Regular Session**

42.

**Meeting Date:** 06/13/2023

Corridor C SH29 Bypass ATKINS Contract Amendment No. 3

**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. 3 to the Corridor C (SH 29 Bypass) contract between Williamson County and Atkins North American, Inc. relating to the Road Bond Program. Project: P459 Fund Source: Road Bonds

**Background**

This Contract Amendment No. 3 amends the Exhibit D - Rate Schedule in the Master Contract using the CPI Adjustment Calculation for the sub-consultant Hardesty & Hanover (formerly P.E. Structural Engineers) as well as adds five new sub-consultants: Charles D. Frederick PhD PG, GW Kovar Septic Services LLC, Alterra, Viking Fence Co LTD, and Galindo Environmental Consulting. No other changes are proposed at this time.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CorridorC(SH29Bypass)-ATKINS-Amendment3

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 11:31 AM

Started On: 05/31/2023 12:59 PM

**CONTRACT AMENDMENT NO. 3**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**  
**Corridor C SH 29 Bypass (“Project”)**

THIS CONTRACT AMENDMENT NO. 3 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 Atkins North American, 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 March 13, 2017 (the “Contract”); and an Amendment No. 1 dated effective February 26, 2019; and an Amendment No. 2 dated effective May 17, 2022;

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 \$6,250,000.00; 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:**

**COUNTY:**

By: Jennifer K. Sorenson  
Signature

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

Jennifer K. Sorenson  
Printed Name

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

Vice President  
Title

\_\_\_\_\_  
Title

May 12, 2023  
Date

\_\_\_\_\_  
Date

**APPROVED**  
*By Kate wilder at 8:37 am, Jun 08, 2023*

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

Approved PSA Amendment #2  
5/17/2022

<b>Atkins North America, Inc</b>	
<b>CATEGORY</b>	<b>RATE (per hour)</b>
Principal	\$324.00
Sr Advisor/Sr Project Manager	\$324.00
Project Manager	\$295.00
Sr. Engineer II	\$319.00
Sr. Engineer I	\$248.00
Project Engineer	\$189.00
Design Engineer	\$145.00
EIT	\$118.00
Sr. Engineer Tech	\$153.00
Engineer Tech	\$118.00
Sr. CADD Operator	\$145.00
CADD Operator	\$91.00
Sr. Environmental Planner	\$218.00
Environmental Planner	\$201.00
Jr. Environmental Planner	\$136.00
Sr. Environmental Specialist	\$159.00
Environmental Specialist	\$130.00
Jr. Environmental Specialist	\$109.00
Sr. GIS Analyst	\$145.00
GIS Analyst	\$92.00
Graphics Technician	\$88.00
Sr Public Involvement Specialist	\$180.00
Public Involvement Specialist	\$145.00
Jr. Public Involvement Specialist	\$109.00
Sr. Transportation Planner	\$218.00
Transportation Planner	\$171.00
Jr. Transportation Planner	\$119.00
Scheduler	\$163.00
Contract Specialist	\$127.00
Admin/Clerical	\$84.00
<b>DIRECT EXPENSES</b>	
Work Truck (per day)	\$51.00
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Large Format Color Plotting (per square foot)	\$1.00
Drymount on 1/4" Foam Core (per square foot)	\$3.00
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$0.25
Photocopies B/W (11" X 17") (per page)	\$0.15
Photocopies Color (11" X 17") (per page)	\$0.50

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

K Friese & Associates, Inc.	
CATEGORY	RATE
Principal	\$250.00
Project Manager	\$165.00
Senior Engineer	\$187.50
Engineer	\$125.00
EIT	\$100.00
Sr. Engr. Tech.	\$90.00
Admin/Clerical	\$75.00
<b>DIRECT EXPENSES</b>	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate

Approved PSA 3/7/2017

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

Hardesty & Hanover	
<b>CATEGORY</b>	<b>RATE</b>
Principal Engineer	\$250.00
Sr QC Engineer	\$206.00
Sr Project Manager	\$194.00
Senior Engineer	\$181.00
Project Engineer	\$150.00
Design Engineer	\$131.00
EIT II	\$119.00
EIT I	\$109.00
Graduate Engineer	\$88.00
Sr CADD Manager	\$150.00
CADD Technician	\$106.00
Jr CADD Technician	\$88.00
Admin/Clerical	\$75.00
<b>DIRECT EXPENSES</b>	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$1.00
Photocopies B/W (11" X 17") (per page)	\$0.15
Photocopies Color (11" X 17") (per page)	\$1.50

Formerly PE Structural  
CPI Rate Increase

BASE (1982-84) = 100	100
March 2017 PSA SIGNED	236.154
April 2023	295.315
DELTA	25.05%

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

Rifeline, LLC	
<b>CATEGORY</b>	<b>RATE</b>
President	\$200.00
Vice President	\$180.00
Sr. Public Affairs Manager	\$180.00
Director of Communications and Strategy	\$170.00
Public Involvement Manager	\$160.00
Community Outreach Manager	\$150.00
Community Outreach Coordinator	\$120.00
Admin/Clerical	\$58.00
<b>DIRECT EXPENSES</b>	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$0.75

Approved PSA 3/7/2017

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

Zara Environmental, LLC	
<b>CATEGORY</b>	<b>RATE</b>
Senior Project Manager	\$159.00
Lead Diver	\$159.00
Project Manager	\$138.00
Permitted Scientist	\$111.00
Hydrogeologist	\$111.00
Geoscientist	\$111.00
Diver	\$111.00
Geology Technician	\$90.00
Taxonomy Expert	\$212.00
Karst Invertebrate Specialist	\$111.00
Karst Technician	\$90.00
Senior Biologist	\$111.00
Biology Technician	\$90.00
GIS Technician	\$90.00
Technical Writer/Editor	\$90.00
Administrative	\$64.00
Technician IV	\$75.00
Technician III	\$66.28
Technician II	\$57.85
Technician I	\$33.75
<b>DIRECT EXPENSES</b>	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate

Approved PSA 3/7/2017

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

HVJ Associates		
<b>CATEGORY</b>	<b>RATE</b>	
Sr Advisor/Sr Project Manager	\$175.00	
Project Manager	\$125.00	
EIT	\$100.00	
Sr Technician	\$60.00	
Technician	\$55.00	
Sr CADD Operator	\$95.00	
Admin/Clerical	\$65.00	
<b>DIRECT EXPENSES</b>		<b>UNIT</b>
Mileage (per mile)	Current Federal Rate	mile
Mobilization/Demobilization	\$400.00	each
Drill Rig Minimum Charge	\$900.00	each
Undisturbed sample boring w/3" Shelby tube	\$22.50	per foot
Add for coring in rock (Rock Coring Cost - Soft & Hard Rock) 0'-25' Depth	\$22.50	per foot
Texas Cone Penetration Test	\$25.00	each
Standard Penetration Test	\$22.50	each
Grout Backfill	\$5.00	per foot
Moisture Content	\$18.00	each
Hydrometer Analysis	\$200.00	each
Atterberg Limits	\$75.00	each
Unconfined Compressive Strength Test	\$65.00	each
Texas Triaxial	\$1,750.00	each
Percent Passing No. 200 Sieve	\$35.00	each
Sulfate Testing	\$75.00	each
Soil PH Testing	\$200.00	each
FWD Equipment	\$2,600.00	each
Traffic Control	\$1,500.00	each
ATV Mobilization/Demobilization	\$3,000.00	each
Sieve Analysis	\$110.00	each
Consolidated Undrained Triaxial Test	\$860.00	each
Consolidation	\$550.00	each
CBR Test	\$300.00	each
Proctor Test	\$260.00	each
Swell Test	\$280.00	each
Clearing	\$1,500.00	day

Approved PSA 3/7/2017

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

Inland Geodetics, LLC	
<b>CATEGORY</b>	<b>RATE/HR</b>
Project Manager	\$140.00
Licensed State Land Surveyor	\$150.00
Registered Professional Land Surveyor	\$135.00
Survey Technician	\$98.00
Admin/Clerical	\$54.00
GPS Field Operator	\$120.00
Two (2) Person Field Crew	\$142.00
Three (3) Person Field Crew	\$165.00
Four (4) Person Field Crew	\$183.00
Additional Crewmember	\$48.00
<b>DIRECT EXPENSES</b>	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
All Terrain Vehicle (per day)	\$55.00
Additional Vehicle (per day)	\$60.00

Approved PSA 3/7/2017

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

Approved PSA 3/7/2017

Surveying And Mapping, LLC		
CATEGORY	RATE	
Principal	\$170.00	
Senior Project Manager	\$145.00	
Project Manager	\$125.00	
Senior Survey Technician	\$96.00	
Survey Technician	\$88.00	
Administration/Clerical Support	\$70.00	
Two (2) Person Survey Field Crew	\$130.00	
Three (3) Person Survey Field Crew	\$160.00	
Additional Rodperson, Chainperson, Flagperson	\$32.00	
One (1) Person Survey Field Crew with Receiver or Robotic Total Station	\$105.00	
Project Coordinator - Mobile LiDAR	\$120.70	
Mobile LiDAR Processing Technician	\$96.56	
Project Coordinator - AM	\$131.67	
Certified Photogrammetrist	\$120.00	
Analytical Triangulation Specialist	\$95.00	
Aerial Mapping Technician	\$95.00	
Orthophoto Specialist	\$95.00	
Mapping Editor (includes QA/QC, Finishing, & Finalization)	\$90.00	
Aerial Office Technician	\$80.00	
Project Coordinator - AP	\$115.02	
Aerial Processing Technician	\$84.82	
Project Coordinator - FWAL	\$110.37	
Airborne LiDAR Processing Technician	\$86.29	
HAL Processing Technician	\$110.00	
Project Coordinator - HAL	\$130.00	
Helicopter Flight Crew Rotary Wing Aircraft	\$195.00	
Helicopter LiDAR Processing Technician	\$107.71	
DIRECT EXPENSES	RATE	UNIT
In-house Photocopies B/W (8 1/2" X 11")	\$0.16	per page
In-house Photocopies Color (8 1/2" X 11")	\$0.75	per page
In-house Photocopies B/W (11" X 17")	\$0.32	per page
In-house Photocopies Color (11" X 17")	\$1.50	per page
In-house Plots (B/W on Bond)	\$0.75	sf
In-house Plots (Color on Bond)	\$1.75	sf
In-house Large Format Plotting	\$2.50	sf
In-house Mounting of Large Exhibits	\$10.00	sf
In-house Traffic Control	\$1,500.00	day
GPS Receiver	\$25.00	hour
Terrestrial Laser Scanner	\$80.00	hour
LiDAR Workstation	\$25.00	hour
Helicopter Rate	\$1,650.00	hour
Aerial LiDAR System	\$6,500.00	day
Digital Imagery Processing	\$20.00	each
LiDAR Mobile Mapping System	\$6,000.00	day
Aerial Photography Flight Crew Fixed Wing Aircraft	\$180.00	hour
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	\$192.00	hour
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	\$190.00	hour
AP Transit Miles	\$5.90	mile
AP Project Flight Miles	\$20.00	mile
AP ABGPS Processing	\$2,250.00	project
FWAL Transit Miles	\$6.00	mile
FWAL Project Flight Miles	\$20.00	mile
B&W processing (film, development, scanning)	\$16.00	each
CIR processing (film, development, scanning)	\$23.00	each
Color processing (film, development, scanning)	\$26.00	each
Digital Image Processing	\$20.00	each

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

Buie & Co.	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$185.00
Account Manager	\$140.00
Account Coordinator	\$120.00
Graphic Designer	\$125.00
Admin/Clerical	\$58.00
<b>DIRECT EXPENSES</b>	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (8 1/2" X 11") (per page)	\$0.75

Approved PSA 3/7/2017

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

CD&P	
<b>CATEGORY</b>	<b>RATE</b>
Principal	\$165.00
Project Manager	\$130.00
Senior Media Specialist	\$115.00
Senior Public Involvement Specialist	\$115.00
Public Involvement Specialist	\$100.00
Senior Graphic Design and Web Developer	\$90.00
Graphic Design and Web Developer	\$65.00
Junior Public Involvement Specialist	\$65.00
Admin/Clerical	\$50.00
<b>DIRECT EXPENSES</b>	
Mileage (per mile)	Current Federal Rate
Postage	Current Postal Rate
Photocopies B/W (11" X 17") (per page)	\$0.20
Photocopies B/W (8 1/2" X 11") (per page)	\$0.10
Photocopies Color (11" X 17") (per page)	\$0.80
Photocopies Color (8 1/2" X 11") (per page)	\$0.40

Approved PSA 3/7/2017

**Exhibit D - Rate Schedule**  
**Transportation Corridor C SH 29 Bypass**

New

<b>Charles D Frederick, PhD, PG</b>	
<b>CATEGORY</b>	<b>RATE (per hour)</b>
Geoarchaeologist	\$80.00

**Exhibit D - Rate Schedule  
Transportation Corridor C SH 29 Bypass**

New

GW Kovar Septic Services, LLC	
<b>DIRECT EXPENSES</b>	<b>RATE</b>
Mobilization	\$350.00
Backhoe (per hour)	\$175.00
Dump Truck (per hour)	\$125.00
Grading rock (per load)	\$450.00
Large excavator (per day)	\$6,500.00

**Exhibit D - Rate Schedule**  
**Transportation Corridor C SH 29 Bypass**

New

Alterra	
<b>DIRECT EXPENSES</b>	<b>RATE</b>
Total station (per month)	\$780.00
TCS3 No Radio (per month)	\$540.00

**Exhibit D - Rate Schedule**  
**Transportation Corridor C SH 29 Bypass** New

Viking Fence Co, LTD	
<b>DIRECT EXPENSES</b>	<b>RATE</b>
Fence installation/rental (6 months)	\$3,308.91
Fence rental (per month)	\$587.44
Port-a-potty service (monthly)	\$103.91
Port-a-potty delivery & pickup (per event)	\$47.25

**Exhibit D - Rate Schedule**  
**Transportation Corridor C SH 29 Bypass**

Galindo Environmental Consulting	
CATEGORY	RATE
Principal Investigator	\$125.58

New

**Commissioners Court - Regular Session**

43.

**Meeting Date:** 06/13/2023

Corridor J2 KHA Contract Amendment No. 1

**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. 1 to the Corridor J2 (FM 2843 to SH 195) contract between Williamson County and Kimley Horn & Associates, Inc. relating to the LTP Corridor Program. Project: P585 Fund Source: LTP Corridor

**Background**

The Contract Amendment No. 1 amends the Exhibit D - Rate Schedule in the Master Contract using the CPI Adjustment Calculation. No other changes are proposed at this time.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

CorridorJ2-KHA-PSAAmendment01

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 11:31 AM

Started On: 05/31/2023 01:21 PM

**CONTRACT AMENDMENT NO. 1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY CORRIDOR PROJECT:**  
**Corridor J2 (FM 2843 to SH 195) (“Project”)**

THIS CONTRACT AMENDMENT NO. 1 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 Kimley-Horn and Associates, 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 February 1, 2022 (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 \$1,068,000.00; 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:**

**COUNTY:**

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

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

Brian Boecker  
Printed Name

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

Senior Vice President  
Title

\_\_\_\_\_  
Title

5/31/23  
Date

\_\_\_\_\_  
Date

**APPROVED**  
*By Kate wilder at 3:25 pm, Jun 07, 2023*

BASE (1982-84)	100	
FEBRUARY 2022 PSA SIGNED	274.688	<a href="#">Consumer Price Index, South Region — February 2022 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)</a>
APRIL 2023	295.315	<a href="#">Consumer Price Index, South Region — April 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)</a>
DELTA	7.51%	<i>Delta = (April 2023 CPI Rate/February 2022 CPI Rate)-1</i>

Kimley-Horn and Associates, Inc. On-Call Traffic Engineering		
CATEGORY	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
Senior Professional I / Senior Engineer I	\$ 230.00	\$ 247.27
Senior Professional II / Senior Engineer II	\$ 285.00	\$ 306.40
Professional	\$ 185.00	\$ 198.89
Analyst (Engineering or Planning)	\$ 150.00	\$ 161.26
Senior Designer	\$ 155.00	\$ 166.64
CAD Technician	\$ 115.00	\$ 123.64
Senior Support Staff	\$ 115.00	\$ 123.64
Support Staff (Administrative or Accounting Assistant)	\$ 100.00	\$ 107.51

BASE (1982-84)	100	
FEBRUARY 2022 PSA SIGNED	274.688	<a href="#">Consumer Price Index, South Region — February 2022 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)</a>
APRIL 2023	295.315	<a href="#">Consumer Price Index, South Region — April 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)</a>
DELTA	7.51%	<i>Delta = (April 2023 CPI Rate/February 2022 CPI Rate)-1</i>

McGray & McGray Land Surveyors, Inc. On-Call Traffic Engineering		
CATEGORY	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
Principal	\$190.00	\$ 204.27
Project Manager	\$165.00	\$ 177.39
RPLS	\$145.00	\$ 155.89
Senior Technician	\$96.00	\$ 103.21
AutoCAD/Survey Technician	\$90.00	\$ 96.76
LIDAR Technician	\$98.00	\$ 105.36
GPS Processing	\$108.00	\$ 116.11
Researcher	\$80.00	\$ 86.01
Secretarial/Administrative	\$70.00	\$ 75.26
Field Coordinator	\$98.00	\$ 105.36
1 man reconnaissance or data gathering	\$120.00	\$ 129.01
2 man survey crew, with vehicle and data collection	\$165.00	\$ 177.39
3 man survey crew, with vehicle and data collection	\$200.00	\$ 215.02
GPS/RTK 1 man survey crew/with vehicle and data collection	\$170.00	\$ 182.77
GPS/RTK 2 man survey crew/with vehicle and data collection	\$215.00	\$ 231.14
GPS/RTK 3 man survey crew/with vehicle and data collection	\$250.00	\$ 268.77
Additional Crew/Rodman	\$45.00	\$ 48.38
Flagger	\$45.00	\$ 48.38
Unit Costs		
ATV (All Terrain Vehicle) (per day)	\$65.00	\$ 69.88
Additional Survey Vehicle (per day)	\$70.00	\$ 75.26
LIDAR Terrestrial Scanner (per hour)	\$100.00	\$ 107.51
UAV (Drone) Aerial Mapper (per day)	\$5,000.00	\$ 5,375.46
Mobile Mapper (per day)	\$9,000.00	\$ 9,675.83

BASE (1982-84)	100	
FEBRUARY 2022 PSA SIGNED	274.688	<a href="#">Consumer Price Index, South Region — February 2022 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)</a>
APRIL 2023	295.315	<a href="#">Consumer Price Index, South Region — April 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov)</a>
DELTA	7.51%	<i>Delta = (April 2023 CPI Rate/February 2022 CPI Rate)-1</i>

Cox   McLain Environmental Consulting, Inc. now Stantec On-Call Traffic Engineering		
CATEGORY	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
Principal-in-Charge	\$ 165.00	\$ 177.39
Project Manager	\$ 155.00	\$ 166.64
Senior GIS Operator	\$ 115.00	\$ 123.64
GIS Operator	\$ 95.00	\$ 102.13
GIS Technician	\$ 80.00	\$ 86.01
Senior Geologist	\$ 130.00	\$ 139.76
Geologist	\$ 105.00	\$ 112.88
Senior Environmental Planner	\$ 130.00	\$ 139.76
Environmental Planner IV	\$ 110.00	\$ 118.26
Environmental Planner III	\$ 95.00	\$ 102.13
Environmental Planner I/II	\$ 85.00	\$ 91.38
Senior Environmental Scientist	\$ 115.00	\$ 123.64
Environmental Scientist IV	\$ 95.00	\$ 102.13
Environmental Scientist III	\$ 85.00	\$ 91.38
Environmental Scientist I/II	\$ 75.00	\$ 80.63
Senior Biologist	\$ 115.00	\$ 123.64
Biologist IV	\$ 95.00	\$ 102.13
Biologist III	\$ 85.00	\$ 91.38
Biologist I/II	\$ 75.00	\$ 80.63
Senior Archeologist-Principal Investigator	\$ 125.00	\$ 134.39
Archeologist IV	\$ 95.00	\$ 102.13
Archeologist III	\$ 85.00	\$ 91.38
Archeologist I/II	\$ 75.00	\$ 80.63
Senior Field Tech (Envrionmental, Biological, Archeological)	\$ 65.00	\$ 69.88
Field Tech (Envrionmental, Biological, Archeological)	\$ 60.00	\$ 64.51
Senior Architectural Historian	\$ 125.00	\$ 134.39
Architectural Historian	\$ 95.00	\$ 102.13
Environmental Inspector	\$ 85.00	\$ 91.38
Admin/Clerical	\$ 75.00	\$ 80.63

Exhibit D - Rate Schedule  
Williamson County  
Corridor J

<b>HVJ South Central Texas - M&amp;J, Inc.</b>	
<b>Direct Labor</b>	
<b>CATEGORY</b>	<b>RATE</b>
<b>KEY PERSONNEL</b>	
Principal	\$236.90
Project Manager	\$185.40
Project Engineer	\$160.00
Senior Engineer	\$236.90
<b>Professional Staff:</b>	
Professional Engineer IV (10-15)	\$152.58
Professional Engineer III (8-10)	\$146.26
Professional Engineer I (4-8)	\$134.00
Engineer in Training (0-5)	\$113.53
Engineering Technician VI (25+)	\$120.00
Engineering Technician III (10-15)	\$115.00
Engineering Technician II (5-10)	\$85.16
Engineering Technician I (1-5)	\$63.87
Professional Geologist II (5-10)	\$129.35
Geologist in Training (0-5)	\$99.36
<b>Administrative Staff:</b>	
Administrative Assistant VI (25+)	\$72.10
Administrative Assistant III (10-15)	\$45.45
Administrative Assistant I (0-5)	\$38.85

**Commissioners Court - Regular Session**

44.

**Meeting Date:** 06/13/2023

Ronald Reagan Corridor Segment C Volkert Contract Amendment No. 1

**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. 1 to the Ronald Reagan Corridor Segment C contract between Williamson County and Volkert, Inc. relating to the LTP Corridor Program. Project: P386 Fund Source: Corridor

**Background**

The Contract Amendment No. 1 increases the contract compensation cap by \$55,225.00 from \$500,000.00 to \$555,225.00. This will allow for the execution of Supplemental #3 to Work Authorization #2 for out of scope design changes including ramp re-configurations. No changes to the rate schedule are proposed at this time.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

ReaganCorridorSegC-Volkert-Amendment01

ReaganCorridorSegC-Volkert-WA2Supp3

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 11:28 AM

Started On: 06/07/2023 05:08 PM

**CONTRACT AMENDMENT NO. 1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY CORRIDOR PROJECT:  
Ronald Reagan Corridor Seg. C (FM3405 – RM2338/Williams Dr) (“Project”)**

THIS CONTRACT AMENDMENT NO. 1 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 Volkert, 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 March 9, 2021 (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 Engineer 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 \$555,225.00 (\$55,225.00).

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: Brian Huntsinger P.E.  
Signature

Brian Huntsinger, PE  
Printed Name

Regional Vice President  
Title

June 7, 2023  
Date

**COUNTY:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED**  
*By Kate wilder at 7:52 am, Jun 08, 2023*

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3**  
**TO**  
**WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY PROJECT:**  
**RONALD REAGAN CORRIDOR SEGMENT C**

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 9, 2021** (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Volkert, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective **November 17, 2021** (the “Work Authorization”);

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the Engineer that were set out in the original Attachment “B” of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment “B” (must be attached). – **See Attachment B**
- II. The Work Authorization shall terminate on **December 31, 2023**. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached). – **See Attachment C**
- III. The maximum amount payable for services under the Work Authorization is hereby increased from **\$404,706.49** to **\$459,931.49 (\$55,225.00)**. The revised Work Schedule is attached hereto as Attachment “D” (must be attached). – **See Attachment D**

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties’ responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By: Brian Huntsinger P.E.

Signature

Brian Huntsinger, PE

Printed Name

Regional Vice President

Title

6/7/2023

Date

**COUNTY:**

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

Signature

Printed Name

Title

Date

**LIST OF ATTACHMENTS**

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

**APPROVED**  
*By Kate wilder at 7:54 am, Jun 08, 2023*

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY THE ENGINEER FOR**  
**RONALD REAGAN CORRIDOR SEGMENT C**

PROJECT DESCRIPTION

Project Limits

**The proposed project limits are as follows:**

**Ronald Reagan Blvd. from FM 3405 to RM 2238 (Williams Drive) for approximately 4.0 miles.**

Proposed Facility

**The proposed ultimate facility is a controlled access facility with 2 two-lane main lanes, 2 two-lane frontage roads, ramps, 2 shared use paths (one on each side of the right-of-way). The proposed right-of-way (ROW) width will typically be 300 feet wide; however, it may vary to accommodate drainage, including detention ponds and drainage easements.**

Design Criteria

The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

- Additional project coordination with client, City, adjacent projects, and design team to implement new site development information, interchange geometry at FM 3405, CR 289 overpass removal, and ramp re-configurations.

2. ROUTE AND DESIGN STUDIES

- Additional preparation of ramp diagrams and H&H report to implement new site development information, ramp re-configurations, and impacts to drainage structures/models.

3. SCHEMATIC DEVELOPMENT

a. Schematic Design

- Additional preparation of Final Schematic design to incorporate various adjacent design projects, including:
  - Design team coordination and redesign of geometrics to accommodate new direct connector/interchange project at the FM 3405 project tie-in
  - Design team coordination and redesign of geometrics to accommodate Corridor I project at FM 3405 tie-in
  - Design of on/off ramp re-configurations (6 ramp locations) to accommodate FM 3405 direct connectors, Corridor I, intersection changes, and new site developments
  - Update of geometrics at major intersections and cross-street locations (3 locations) to include new turn-arounds, transitions along side streets, removal of overpass at CR 289, and additional accommodations for new site developments.
  - Conversion of drainage structures from initial culvert configurations to bridge spans, including adjustments due to revisions in roadway geometry.
- Additional preparation of updated typical sections, model, and cross-sections for the proposed design changes.

- Additional preparation of cost estimate for the construction quantities reflecting the requested proposed design changes.
- b. Deliverables:
- Updated Final Schematic Layout
  - Updated Final Schematic Cross-Sections
  - Updated Final Engineer's Cost Estimate

ATTACHMENT C  
PROJECT SCHEDULE - WA02 Schematic Development

ID	Task Name	Duration	Start	Finish	Predecessors
1	WA02-Ronald Reagan Corridor Segment C	430 days	Tue 11/16/21	Mon 7/10/23	
2	Notice to Proceed	0 days	Tue 11/16/21	Tue 11/16/21	
3	Data Collection/DSR Development	20 days	Tue 11/16/21	Mon 12/13/21	2
4	Develop Preliminary Schematic Alignment/ROW footprint	60 days	Tue 12/14/21	Mon 3/7/22	3
5	Prepare Preliminary Drainage Study	45 days	Tue 3/8/22	Mon 5/9/22	4
6	Prepare Preliminary Cross-sections	30 days	Tue 3/8/22	Mon 4/18/22	4
7	Develop Preliminary ROW Parcel Impacts/Constraints List	10 days	Tue 4/19/22	Mon 5/2/22	6
8	Submit Preliminary Schematic Package to Wilco	0 days	Mon 5/2/22	Mon 5/2/22	7
9	Receive Preliminary Schematic Review & SWA Comments from Wilco	288 days	Tue 5/3/22	Thu 6/8/23	8
10	Address County Comments and Prepare Updated Final Schematic Alignment/ROW Footprint	13 days	Fri 6/9/23	Tue 6/27/23	9
11	Prepare Final Cross-sections	3 days	Wed 6/28/23	Fri 6/30/23	10
12	Submit Updated Final Schematic Package to Wilco	0 days	Fri 6/30/23	Fri 6/30/23	11
13	Receive Final Schematic Review Comments from Wilco	3 days	Mon 7/3/23	Wed 7/5/23	12
14	Address County Comments and Prepare Final Schematic Package	3 days	Thu 7/6/23	Mon 7/10/23	13
15	Schematic Approval/Acceptance by Wilco	0 days	Mon 7/10/23	Mon 7/10/23	14

ATTACHMENT D - FEE SCHEDULE

<b>SUMMARY OF FEES</b>			
	<b>LABOR</b>	<b>REIMB/ODE</b>	<b>TOTAL</b>
VOLKERT (DESIGN)	\$55,225.00	\$0.00	\$55,225.00
	<b>\$55,225.00</b>	<b>\$0.00</b>	<b>\$55,225.00</b>

Schedule: 4 weeks (est.)





**Commissioners Court - Regular Session**

45.

**Meeting Date:** 06/13/2023

Bagdad Rd. Resolution for Condemnation

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.468 acres for ROW and 1.67 acres for a drainage easement) required for the construction of Bagdad Road. (Boyd F. Henry/ Parcel 25) Funding Source: Road Bonds P343

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 10:48 AM

Started On: 06/07/2023 03:21 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 3.468 acres (Parcel 25) and 1.67 acres (25E) for a drainage easement as described by metes and bounds in Exhibits "A & B" owned by **BOYD F. HENRY** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_.

---

Bill Gravell, Jr.  
Williamson County Judge

County: Williamson  
Parcel : 25 – Boyd F. Henry  
Highway: Bagdad Rd (CR 279)

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

DESCRIPTION OF A 3.468 ACRE (151,052 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.23 ACRE TRACT OF LAND IN A GENERAL WARRANTY DEED TO BOYD F. HENRY RECORDED IN VOLUME 1642, PAGE 775 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.468 ACRE (151,052 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 88.03 feet right of Bagdad Road Baseline Station 223+34.82 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,201,531.80 E=3,060,372.33), being in the southerly line of a 20 foot wide road easement known as Antlers Trail, also being the southerly boundary line of said remainder of the 10.23 acre tract, same being the northerly boundary line of that called 4.944 acre tract (Tract 1) of land described in a General Warranty Deed to Thomas A. Money and Kelly A. Money recorded in Document No. 2019031363 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 5/8" iron rod found, being the southeasterly corner of said remainder of the 10.23 acre tract, same being the northeasterly corner of said 4.944 acre tract bears N 69°10'51" E, at a distance of 464.10 feet;

- 1) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said remainder of the 10.23 acre tract and said 4.944 acre tract, **S 69°10'51" W** passing at a distance of 52.11 feet a calculated angle point in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the northeasterly corner of that called 0.15 acre ROW tract described in deed to County Judge John Doerfler recorded in Document No. 2007053302 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said 4.944 acre tract, and continuing with said remainder of the 10.23 acre southerly line, same being the existing easterly ROW line for a total distance of **96.02** feet to a PK nail in asphalt found, for the southwestery corner of the herein described parcel;

**THENCE**, with said existing easterly ROW line, being the westerly boundary line of said remainder of the 10.23 acre tract, the following six (6) courses:

- 2) **N 16°45'38" W** for a distance of **24.96** feet to a calculated angle point;
- 3) **N 69°13'15" E** for a distance of **46.01** feet to a calculated point of non-tangent curvature to the right, being the southeasterly corner of that called 0.242 acre ROW tract described in deed to Williamson County recorded in Document No. 1997020359 of the Official Public Records of Williamson County, Texas;
- 4) Along said curve to the right, having a delta angle of **90°18'26**, a radius of **30.00** feet, an arc length of **47.28** feet and a chord which bears **N 65°55'14" W**, for a distance of **42.54** feet to a 1/2" iron rod with plastic cap stamped "5784" found, for a point of compound curvature to the right;
- 5) Along said curve to the right, having a delta angle of **05°07'31**, a radius of **1,449.54** feet, an arc length of **129.66** feet and a chord which bears **N 12°35'59" W**, for a distance of **129.62** feet to a 1/2" iron rod found, for a point of tangency;
- 6) **N 10°03'50" W** for a distance of **215.03** feet to a 1/2" iron rod with plastic cap stamped "5784" found, for an angle point;
- 7) **N 10°04'31" W** for a distance of **401.51** feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 10.23 are tract, same being the northeasterly corner of said 0.242 acre ROW tract, also being the southwestery corner of that called 0.513 acre ROW tract, described in a deed to Williamson County recorded in Document No. 2017030525 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

County: Williamson  
Parcel: 25 – Boyd F. Henry  
Highway: Bagdad Rd (CR 279)

- 8) **THENCE**, continuing with said existing ROW line, being the northerly boundary line of said remainder of the 10.23 acre tract, **N 69°12'55" E**, at a distance of 46.62 feet pass a capped 1/2" iron rod stamped "Williamson County" found, being the southwesterly corner of the remainder of that called 19.32 acre tract of land described in a deed to Julie Li recorded in Document No. 2016119754 of the Official Public Records of Williamson County, Texas, then departing said existing ROW line, with said common boundary line of said remainder of the 10.23 acre tract and said remainder of the 19.32 acre tract, at a distance of 54.38 feet pass an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 96.29 feet right of Bagdad Road Baseline Station 231+38.92 in said proposed easterly ROW line and continuing with said proposed ROW line for a total distance of **299.92** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 291.84 feet right of Bagdad Road Baseline Station 231+75.42, for the northeasterly corner of the herein described parcel;

**THENCE**, departing the southerly line of the remainder of said 19.32 acre tract, through the interior of said remainder of the 10.23 acre tract, with said proposed easterly ROW line, the following seven (7) courses:

- 9) **S 89°12'43" E** for a distance of **184.38** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 472.83 feet right of Bagdad Road Baseline Station 231+40.24;
- 10) **S 39°09'38" E** for a distance of **58.63** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 501.21 feet right of Bagdad Road Baseline Station 230+88.93;
- 11) **S 07°48'03" W** for a distance of **99.17** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 470.54 feet right of Bagdad Road Baseline Station 229+94.62;
- 12) **S 68°55'52" W** for a distance of **291.42** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 184.33 feet right of Bagdad Road Baseline Station 229+39.73;
- 13) **S 81°48'35" W** for a distance of **81.02** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 103.37 feet right of Bagdad Road Baseline Station 229+42.59;
- 14) **S 04°49'09" E** for a distance of **203.92** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 84.20 feet right of Bagdad Road Baseline Station 227+39.57;
- 15) **S 10°45'19" E** for a distance of **404.76** feet to the **POINT OF BEGINNING**, containing 3.468 acres (151,052 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*

*10 FEB 2023*

Date

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



EXHIBIT " "   
**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

WILLIAMSON COUNTY, TEXAS   
 0.513 ACRES   
 DOC. 2017030525   
 O. P. R. W. C. T.

JULIE LI   
 REMAINDER OF 19.32 ACRES   
 DOC. 2016119754   
 O. P. R. W. C. T.

(25)   
 3.468 AC.   
 151,052 SQ. FT.

BOYD F. HENRY   
 REMAINDER OF 10.23 ACRES   
 VOL. 1642, PG. 775   
 O. R. W. C. T.

JOSEPH LEE SURVEY   
 ABSTRACT NO. 393

KIRK LAVEN COSMAN   
 6.23 ACRES   
 VOL. 804, PG. 586   
 D. R. W. C. T.

NO.	DIRECTION	DISTANCE
L1	S69° 10' 51" W	52.11'
L2	S69° 10' 51" W	96.02'
L3	N16° 45' 38" W	24.96'
L4	N69° 13' 15" E	46.01'
L5	N69° 12' 55" E	46.62'
(L5)	(N69° 09' 29" E)	(46.50')
L6	S11° 59' 09" E	20.24'
(L6)	(S18° 07' 43" E)	(20.00')
L7	S39° 09' 38" E	58.63'
L8	S07° 48' 03" W	99.17'
L9	S81° 48' 35" W	81.02'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90° 18' 26"	30.00'	47.28'	42.54'	N65° 55' 14" W
(C1)	(90° 18' 26")	(30.00')	(47.28')	(42.54')	(N63° 16' 29" W)
C2	05° 07' 31"	1,449.54'	129.66'	129.62'	N12° 35' 59" W
(C2)	(04° 58' 48")	(1,493.00')	(129.77')	(129.73')	(N09° 54' 53" W)

**P.O.B.**   
 STA. 223+34.82   
 88.03' RT   
 GRID COORDINATES:   
 N=10,201,531.80   
 E=3,060,372.33

THOMAS A. MONEY &   
 KELLY A. MONEY   
 (TRACT 1)   
 4.944 ACRES   
 DOC. 2019031363   
 O. P. R. W. C. T.

10' RIGHT-OF-WAY   
 & EASEMENT   
 VOL. 786, PG. 127   
 D. R. W. C. T.

20' ROAD EASEMENT   
 VOL. 786, PG. 127   
 D. R. W. C. T.

COUNTY JUDGE   
 JOHN DOERFLER   
 0.15 ACRES   
 DOC. 2007053302   
 O. P. R. W. C. T.

ANTLERS TRAIL   
 N69° 10' 51" E 464.10'

REV: 02/08/2023

PARCEL PLAT SHOWING PROPERTY OF

**BOYD F. HENRY**

**PARCEL 25**   
 3.468 ACRES   
 151,052 Sq. Ft.

SCALE   
 1" = 100'

PROJECT   
 BAGDAD ROAD

COUNTY   
 WILLIAMSON

PAGE 3 OF 4

**INLAND GEODETICS**   
 PROFESSIONAL LAND SURVEYORS   
 1504 CHISHOLM TRAIL RD. STE. 103   
 ROUND ROCK, TX. 78681   
 PH. (512) 238-1200, FAX (512) 238-1251   
 FIRM REGISTRATION NO. 100591-00

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊗	1/2" IRON PIPE FOUND UNLESS NOTED	↙	DENOTES COMMON OWNERSHIP
▲	PK NAIL FOUND IN ASPHALT	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165843, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 03, 2022, ISSUE DATE AUGUST 12, 2022.

2. A 10' WIDE RIGHT-OF-WAY AND EASEMENT ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRICITY, TELEPHONE, DRAINAGE AND SEWERAGE AND ANY APPURTENANCE TO THE SUPPLY LINES THEREOF, INCLUDING THE RIGHT TO REMOVE AND TRIM TREES, SHRUBS OR PLANTS AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. A ROAD EASEMENT AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-49 (SUBJECT PROPERTY AND MORE LANDS) OF RECORD IN DOCUMENT NO. 2005061142, 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 10 FEB 2023*



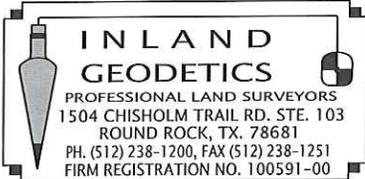
M. STEPHEN TRUESDALE DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
 LICENSED STATE LAND SURVEYOR  
 INLAND GEODETICS  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681

REV: 02/08/2023

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

PARCEL 25  
 3.468 ACRES  
 151,052 Sq. Ft.



SCALE 1" = 100'	PROJECT BAGDAD ROAD	COUNTY WILLIAMSON	PAGE 4 OF 4
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County: Williamson  
Parcel : 25 E – Boyd F. Henry  
Highway: Bagdad Rd (CR 279)

EXHIBIT B  
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.067 ACRE (46,464 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.23 ACRE TRACT OF LAND IN A GENERAL WARRANTY DEED TO BOYD F. HENRY RECORDED IN VOLUME 1642, PAGE 775 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.067 ACRE (46,464 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 103.37 feet right of Bagdad Road Baseline Station 229+42.59 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,203,560.87 E=3,060,708.13), being in the interior of said remainder of the 10.23 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described;

**THENCE**, with said proposed easterly ROW line, through the interior of said remainder of the 10.23 acre tract, the following two (2) courses:

- 1) **N 81°48'35" E** for a distance of 81.01 feet, to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 184.33 feet right of Bagdad Road Baseline Station 229+39.73, for an angle point of the herein described parcel;
- 2) **N 68°55'52" E** for a distance of 165.56 feet to a calculated angle point, for the most northeasterly corner of the herein described parcel, and from which an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 470.54 feet right of Bagdad Road Baseline Station 229+94.62, in said proposed easterly ROW line bears **N 68°55'52" E** for a distance of 125.86 feet;

**THENCE**, departing said proposed easterly ROW line, continuing through the interior of said remainder of the 10.23 acre tract, the following seven (7) courses:

- 3) **S 07°02'38" E** for a distance of 47.03 feet to a calculated angle point;
- 4) **S 58°08'49" E** for a distance of 32.88 feet to a calculated angle point;
- 5) **S 43°35'51" E** for a distance of 59.10 feet to calculated angle point;
- 6) **S 72°14'31" E** for a distance of 47.30 feet to calculated angle point;
- 7) **S 60°18'36" E** for a distance of 59.23 feet to calculated angle point;
- 8) **S 72°12'49" E** for a distance of 37.18 feet to calculated angle point;
- 9) **S 43°54'35" E** for a distance of 33.24 feet to a calculated point in the westerly boundary line of that called 6.23 acre tract of land described in a deed to Kirk Laven Cosman recorded in Volume 804 Page 586 of the Deed Records of Williamson County, Texas, same being the easterly line of said remainder of the 10.23 acre tract, and from which a 1/2" iron rod found in the southerly line of the remainder of that called 19.32 acre tract of land described in a deed to Julie Li recorded in Document No. 2016119754 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said remainder of the 10.23 acre tract and the northwesterly corner of said 6.23 acre tract bears **N 10°59'33" W** for a distance of 473.25 feet;
- 10) **THENCE**, with the common boundary line of said remainder of the 10.23 acre tract and said 6.23 acre tract, **S 10°59'33" E** for a distance of 137.88 feet to a calculated angle point, for the southeasterly corner of the herein described parcel, and from which a 5/8" iron rod found, being the northeasterly corner of that called 4.944 acre tract (Tract 1) of land described in a General Warranty Deed to Thomas A. Money and Kelly A. Money recorded in Document No. 2019031363 of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of said 6.23 acre tract and the southeasterly corner of said remainder of the 10.23 acre tract bears **S 10°59'33" E** for a distance of 189.18 feet;

**THENCE**, departing the westerly line of said 6.23 acre tract, through the interior of said remainder of the 10.23 acre tract, the following thirteen (13) courses:



PLAT TO ACCOMPANY PARCEL DESCRIPTION

WILLIAMSON COUNTY, TEXAS  
0.513 ACRES  
DOC. 2017030525  
O.P.R.W.C.T.

JULIE LI  
REMAINDER OF 19.32 ACRES  
DOC. 2016119754  
O.P.R.W.C.T.

BOYD F. HENRY  
REMAINDER OF  
10.23 ACRES  
VOL. 1642, PG. 775  
O.R.W.C.T.

P.O.B.  
STA. 229+42.59  
103.37' RT  
GRID COORDINATES:  
N=10,203,560.87  
E=3,060,708.13

STA. 227+39.57  
84.20' RT

NO.	DIRECTION	DISTANCE
L1	N81° 48' 35" E	81.01'
L2	N68° 55' 52" E	165.56'
L3	S07° 02' 38" E	47.03'
L4	S58° 08' 49" E	32.88'
L5	S43° 35' 51" E	59.10'
L6	S72° 14' 31" E	47.30'
L7	S60° 18' 36" E	59.23'
L8	S72° 12' 49" E	37.18'
L9	S43° 54' 35" E	33.24'
L10	S10° 59' 33" E	137.88'
L11	N72° 25' 54" W	72.50'
L12	N75° 54' 57" W	20.03'
L13	N55° 48' 42" W	42.32'
L14	N44° 55' 30" W	65.79'
L15	N28° 09' 14" W	33.34'
L16	N55° 28' 43" W	28.90'
L17	N26° 35' 19" W	32.34'
L18	N59° 29' 37" W	28.15'
L19	N09° 01' 17" W	31.62'
L20	N78° 22' 47" W	67.30'
L21	S37° 00' 42" W	38.30'
L22	S81° 54' 18" W	95.18'
L23	N54° 19' 40" W	63.68'
L24	N04° 49' 09" W	26.25'
L25	N68° 55' 52" E	125.86'

THOMAS A. MONEY &  
KELLY A. MONEY  
(TRACT 1)  
4.944 ACRES  
DOC. 2019031363  
O.P.R.W.C.T.

JOSEPH LEE SURVEY  
ABSTRACT NO. 393

COUNTY JUDGE  
JOHN DOERFLER  
0.15 ACRES  
DOC. 2007053302  
O.P.R.W.C.T.

ANTLERS TRAIL (R.O.W. WIDTH VARIES)  
N69° 10' 51" E 464.10'

10' RIGHT-OF-WAY  
& EASEMENT  
VOL. 786, PG. 127  
D.R.W.C.T.

20' ROAD EASEMENT  
VOL. 786, PG. 127  
D.R.W.C.T.

01/24/2023

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

PARCEL 25E  
1.067 ACRES  
46,464 Sq. Ft.

SCALE  
1" = 100'

PROJECT  
BAGDAD ROAD

COUNTY  
WILLIAMSON

PAGE 3 OF 4

**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX, 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊗	1/2" IRON PIPE FOUND UNLESS NOTED	↘	DENOTES COMMON OWNERSHIP
▲	PK NAIL FOUND IN ASPHALT	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165843, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 03, 2022, ISSUE DATE AUGUST 12, 2022.

2. A 10' WIDE RIGHT-OF-WAY AND EASEMENT ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRICITY, TELEPHONE, DRAINAGE AND SEWERAGE AND ANY APPURTENANCE TO THE SUPPLY LINES THEREOF, INCLUDING THE RIGHT TO REMOVE AND TRIM TREES, SHRUBS OR PLANTS AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. A ROAD EASEMENT AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-49 (SUBJECT PROPERTY AND MORE LANDS) OF RECORD IN DOCUMENT NO. 2005061142, 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* 13 MAR 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

01/24/2023

<p><b>INLAND GEODETICS</b>                  PROFESSIONAL LAND SURVEYORS                  1504 CHISHOLM TRAIL RD, STE. 103                  ROUND ROCK, TX. 78681                  PH. (512) 238-1200, FAX (512) 238-1251                  FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF  <h3>BOYD F. HENRY</h3>		PARCEL 25E 1.067 ACRES 46,464 Sq. Ft.
	SCALE 1" = 100'	PROJECT BAGDAD ROAD	COUNTY WILLIAMSON

**Commissioners Court - Regular Session**

46.

**Meeting Date:** 06/13/2023

Hero Way Resolution for Condemnation

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.596 AC, 0.236 AC, 0.01 AC for ROW and 0.085 AC for a drainage easement) required for the construction of Hero Way / RM 2243. (Roy and Alice Kuchera/ Parcel 206 Parts 1 & 2) Funding Source: Road Bonds P326

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 10:48 AM

Started On: 06/07/2023 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 0.596 acres (Parcel 206-1) and 0.236 acres (Parcel 206-2), and 0.010 acres (Parcel 206-2.2) and 0.085 acres (Parcel 206D-2) for drainage easements described by metes and bounds in Exhibits "A-D" owned by **ROY L. KUCHERA AND ALICE F. KUCHERA** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A-D" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_.

---

Bill Gravell, Jr.  
Williamson County Judge

**EXHIBIT A**

**County:** Williamson  
**Parcel:** 206 Part 1  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 206 PART 1**

METES & BOUNDS DESCRIPTION FOR A 0.596 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 7, HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO ROY L. KUCHERA AND ALICE F. KUCHERA BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 9731852 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.596 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a 1/2-inch iron rod found on the east right-of-way line of Ronald W. Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003114403, 2004058038 and 2005009791, all of the Official Public Records of Williamson County, Texas, at the southwest corner of said Lot 7 and the northwest corner of a called 0.126 acre tract of land described as Parcel 21 dedicated for right-of-way purposes in said Document Number 2005009791, from which a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at the northeast corner of said 0.126 acre right-of-way dedication, bears N 69°03'51" E a distance of 7.34 feet; Thence, with the east right-of-way line of said Ronald W. Reagan Boulevard and west line of said Lot 7, N 20°47'28" W a distance of 18.29 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,879.36, E: 3,090,045.37) set for the most southerly corner and **POINT OF BEGINNING** of the herein described tract, 1,173.00 feet right of FM 2243 baseline station 188+52.46;

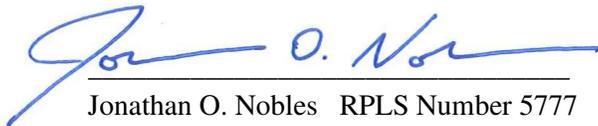
THENCE, continuing with the east right-of-way line of said Ronald W. Reagan Boulevard and the west line of said Lot 7, N 20°47'28" W a distance of 353.03 feet to a calculated point at the northwest corner of said Lot 7 and the southwest corner of a called 0.040 acre tract of land described as Parcel 23A dedicated for right-of-way purposes in said Document Number 2003114403, for the northwest corner of the herein described tract;

THENCE, with the east right-of-way line of said Ronald W. Reagan Boulevard and the north line of said Lot 7, N 69°15'35" E, pass a disturbed 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at the southeast corner of said 0.040 acre right-of-way dedication and the southwest corner of the remainder of Lot 6 of said HIGHMEADOW ESTATES PHASE ONE at a distance of 4.42 feet and continuing on with the north line of said Lot 7 and the south line of said Lot 6 for a total distance of 175.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, for the northeast corner of the herein described tract, 794.04 feet right of FM 2243 baseline station 189+78.40, from which a 1/2-inch found at the northeast corner of said Lot 7 and southeast corner of said Lot 6, bears N 69°15'35" E a distance of 480.82 feet;

THENCE, over and across said Lot 7, along said curve to the left, an arc distance of 396.84 feet, having a radius of 1,011.00 feet, a central angle of 22°29'25" and a chord which bears S 05°42'35" W a distance of 394.30 feet to the **POINT OF BEGINNING** and containing 0.596 acre (25,944 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



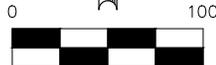
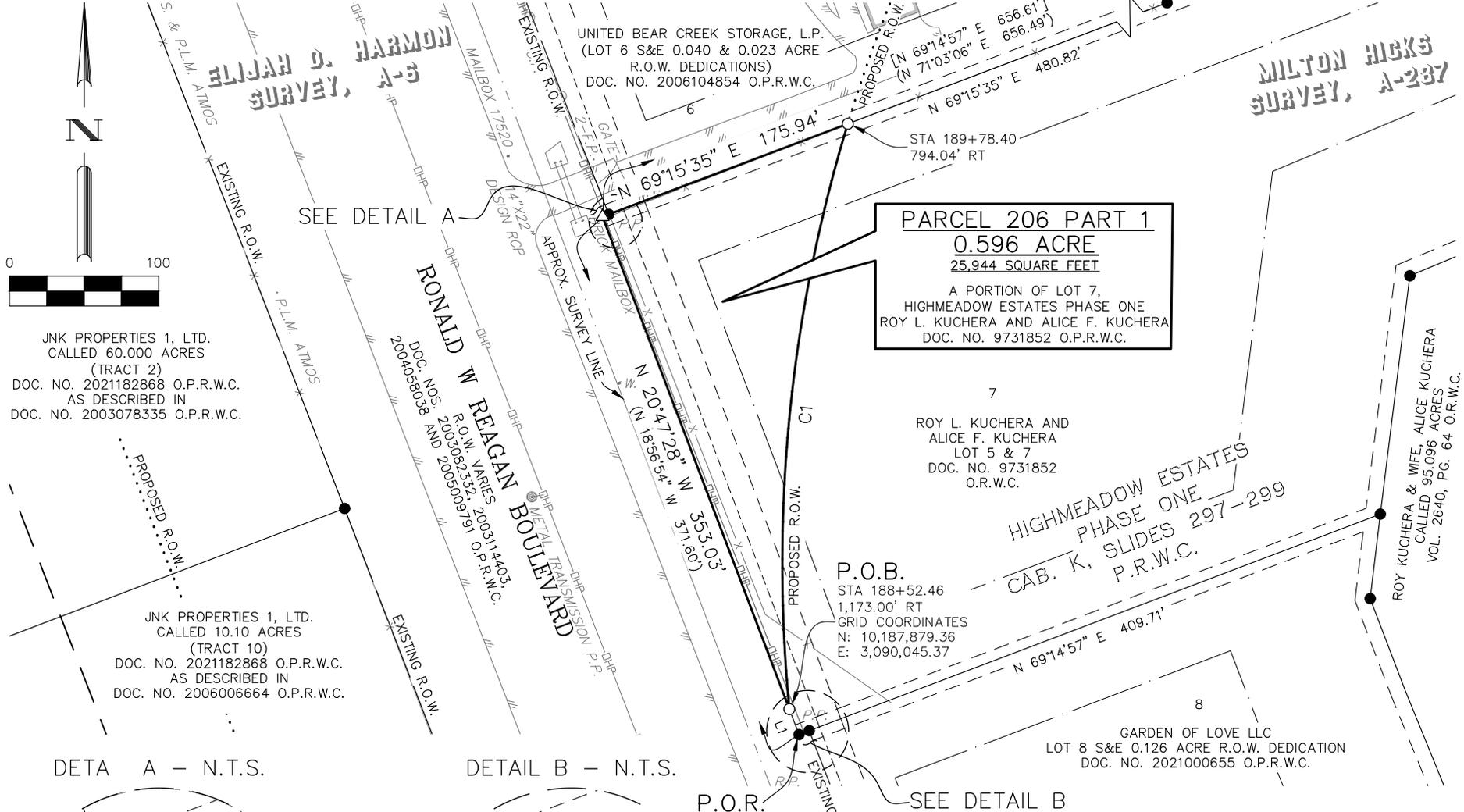
Jonathan O. Nobles RPLS Number 5777  
BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



08/05/2022  
Date

Client: Williamson County  
Date: August 5, 2022  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

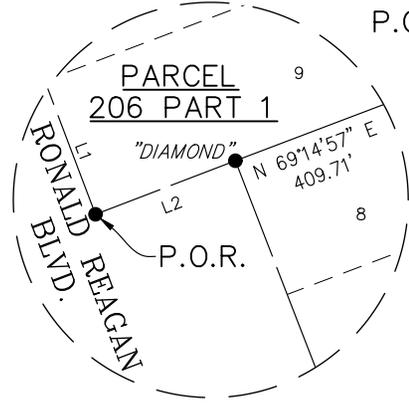
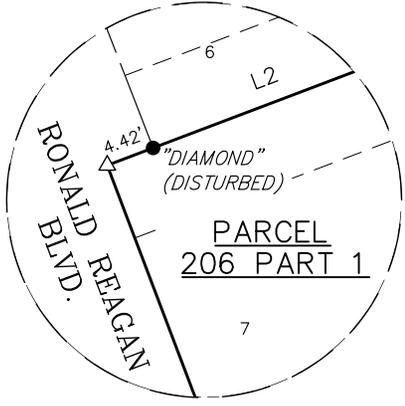


JNK PROPERTIES 1, LTD.  
 CALLED 60.000 ACRES  
 (TRACT 2)  
 DOC. NO. 2021182868 O.P.R.W.C.  
 AS DESCRIBED IN  
 DOC. NO. 2003078335 O.P.R.W.C.

JNK PROPERTIES 1, LTD.  
 CALLED 10.10 ACRES  
 (TRACT 10)  
 DOC. NO. 2021182868 O.P.R.W.C.  
 AS DESCRIBED IN  
 DOC. NO. 2006006664 O.P.R.W.C.

DETA A - N.T.S.

DETAIL B - N.T.S.

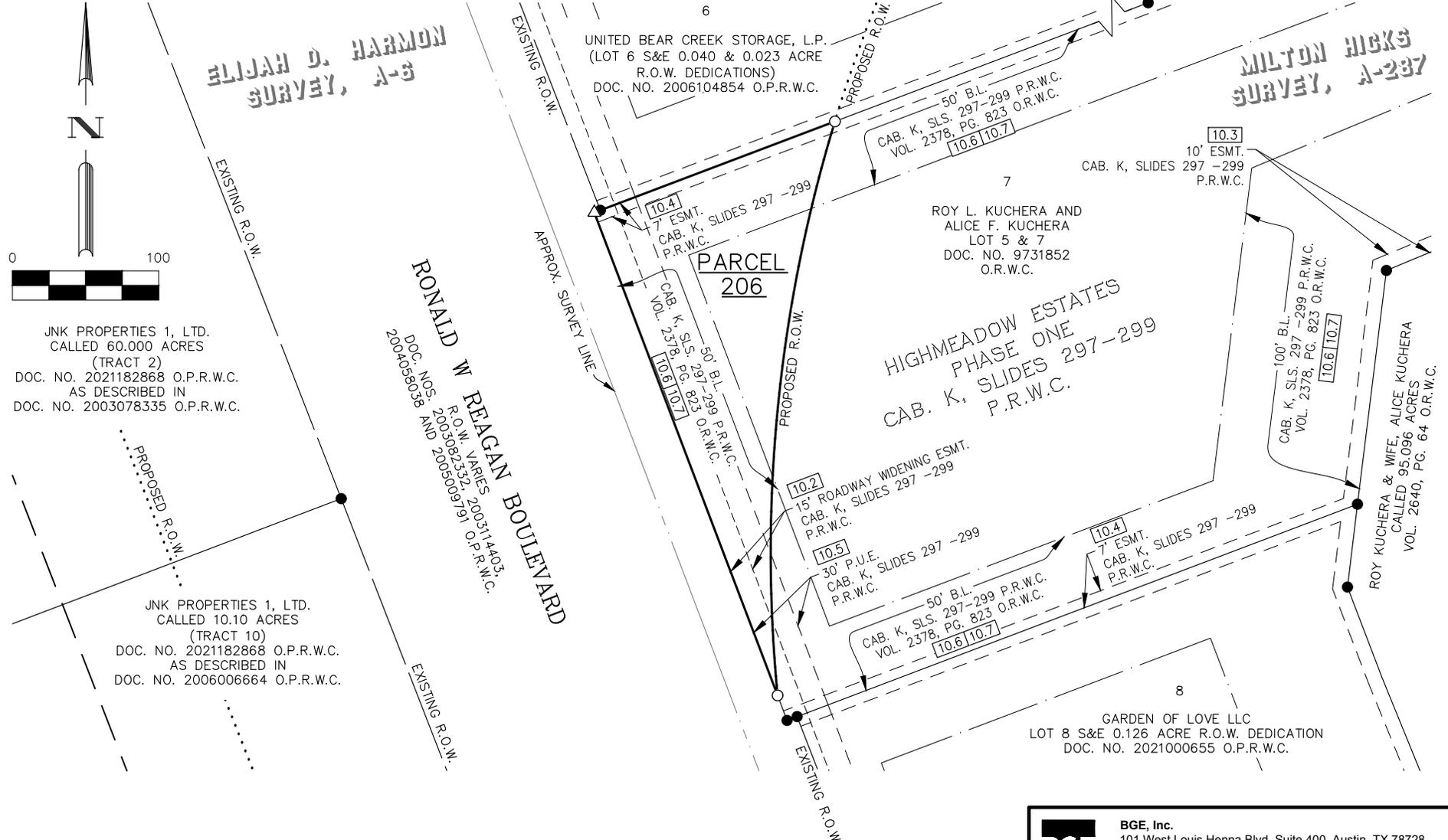


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 TBPLS Licensed Surveying Firm No. 10106502  
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**PARCEL PLAT**  
 SHOWING PARCEL 206 PART 1  
 0.596 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 3 of 6
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# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT SHOWING PARCEL 206 PART 1 0.596 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	4 of 6

**LEGEND**

- B.W.F. BARBED WIRE FENCE
- CAB. CABINET
- C.F. CABLE FENCE
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- ELEC. ELECTRIC
- ESMT. EASEMENT
- F.P. FENCE POST
- G.P. GATE POST
- NO. NUMBER
- NOS. NUMBERS
- N.T.S. NOT TO SCALE
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.P. POWER POLE
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY
- RCP REINFORCED CONCRETE PIPE
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- W.M. WATER METER
- W.V. WATER VALVE
- ( ) RECORD INFO. FOR CAB. K, SLIDES 297-299 P.R.W.C.
- [ ] RECORD INFO. FOR DOC. NO. 2003114403 & 2005009791 O.P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- "DIAMOND" FOUND 1/2" IRON ROD W/CAP "DIAMOND SURVEYING"
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- △ CALCULATED POINT
- x— WIRE FENCE
- METAL FENCE
- DHT— OVERHEAD TELEPHONE
- DHP— OVERHEAD POWER
- //— EDGE OF ASPHALT
- 10.2 SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 20°47'28" W	18.29'
L2	N 69°03'51" E	7.34'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	396.84'	1,011.00'	22°29'25"	S 05°42'35" W	394.30'

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159724, DATED EFFECTIVE MAY 23, 2022 AND ISSUED ON MAY 31, 2022

	<b>BGE, Inc.</b> 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502		
	Copyright 2022		
<p><b>PARCEL PLAT</b>                  SHOWING PARCEL 206 PART 1                  0.596 ACRE                  FM 2243                  WILLIAMSON COUNTY, TEXAS</p>			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	5 of 6

G:\TXC\Projects\County\_Williamson\7473-00\_RM\_2243\06\_Survey\04\_Finals\Drawings\7473-00\_P206-PI\_EX1.dwg, 8/4/2022 4:44 PM, Damian Fisher

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET K, SLIDES 297-299, PLAT RECORDS, VOLUME 2378, PAGE 823, OFFICIAL RECORDS, DOCUMENT NO(S) 2015081209 AND 2016021909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PAGE 690, DEED RECORDS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.2 A 15 FOOT ROADWAY WIDENING EASEMENT RESERVED ALONG THE EASTERN RIGHT-OF-WAY LINE OF EXISTING COUNTRY ROAD 268, BEING ALSO THE WESTERN BOUNDARY OF LOTS 1, 2, 6, 7, 8, 9 AND 10, FOR THE PURPOSE OF IMPLEMENTING ANY FUTURE ROADWAY AND/OR DRAINAGE IMPROVEMENTS, AS STATED AND AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 A 10 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 A 7 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL SIDE LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG COUNTY ROAD 268 PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 2378, PAGE 823 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.8 A PRIVATE ROADWAY EASEMENT GRANTED TO PROPERTY OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.9 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.10 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058214, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.11 TERMS, CONDITIONS, AND STIPULATIONS IN ORDINANCE NO. 17-048-00, ORDINANCE TO THE CITY OF LEANDER, TEXAS ANNEXING 102.5 ACRES OF LAND INTO THE CORPORATE LIMITS OF THE CITY RECORDED IN DOCUMENT NO. 2018089446, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



08/05/2022

*Jonathan O. Nobles*  
JONATHAN O. NOBLES RPLS NO. 5777

BGE, INC.  
101 WEST LOUIS HENNA BLVD., SUITE 400  
AUSTIN, TEXAS 78728  
TELEPHONE: (512) 879-0400

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TBPLS Licensed Surveying Firm No. 10106502  
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PARCEL PLAT  
SHOWING PARCEL 206 PART 1  
0.596 ACRE  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 6 of 6
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**EXHIBIT B**

**County:** Williamson  
**Parcel:** 206 Part 2.1  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 206 PART 2.1**

METES & BOUNDS DESCRIPTION FOR A 0.236 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 5, HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO ROY L. KUCHERA AND ALICE F. KUCHERA BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 9731852 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.236 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 1/2-inch iron rod found on the curving east right-of-way line of Creekview Circle (60 feet wide) as dedicated by said HIGHMEADOW ESTATES PHASE ONE, at the northwest corner of said Lot 5 and the southwest corner of Lot 4 of said HIGHMEADOW ESTATE PHASE ONE, as conveyed to Jay Harvey and wife, Michelle Harvey by General Warranty Deed recorded in Document Number 9503320 of the Official Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a leaning 1/2-inch iron rod found on the east right-of-way line of said Creekview Circle, at the most westerly corner of said Lot 4, bears along a curve to the left, an arc distance of 49.34 feet, having a radius of 60.00 feet, a central angle of 47°06'58" and a chord which bears N 30°00'57" W a distance of 47.96 feet;

THENCE, with the north line of said Lot 5 and the south line of said Lot 4, N 79°48'37" E a distance of 182.85 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,816.98, E: 3,090,489.31) set for the beginning of a non-tangent curve to the left, and the northeast corner of the herein described tract, 308.51 feet right of FM 2243 baseline station 194+92.55;

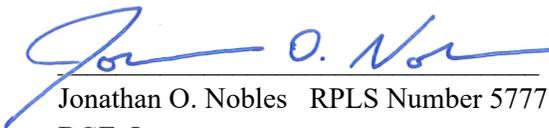
THENCE, over and across said Lot 5, along said curve to the left, an arc distance of 213.81 feet, having a radius of 1,011.00 feet, a central angle of 12°07'02" and a chord which bears S 50°09'00" W a distance of 213.41 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the southwest line of said Lot 5 and northeast line of Lot 6 of said HIGHMEADOW ESTATES PHASE ONE, as conveyed to United Bear Creek Storage, L.P. by General Warranty Deed with Vendor's Lien recorded in Document Number 2006104854 of the Official Public Records of Williamson County, Texas, for the most southerly corner of the herein described tract, 425.72 feet right of FM 2243 baseline station 193+04.75, from which a 1/2-inch iron rod found at the most southerly corner of said Lot 5, bears S 41°12'34" W a distance of 531.85 feet;

THENCE, with the southwest line of said Lot 5 and the northeast line of said Lot 6, N 41°12'34" W a distance of 63.82 feet to a calculated point on the curving east right-of-way line of said Creekview Circle, at the most westerly corner of said Lot 5 and the northeast corner of said Lot 6, for the beginning of a non-tangent curve to the left and the most westerly corner of the herein described tract;

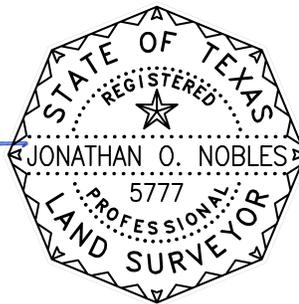
THENCE, with the east right-of-way line of said Creekview Circle, along said curve to the left, an arc distance of 65.23 feet, having a radius of 60.00 feet, a central angle of 62°17'32" and a chord which bears N 24°41'18" E a distance of 62.07 feet to the **POINT OF BEGINNING** and containing 0.236 acres (10,296 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777

BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



10/13/2022

Date

Client: Williamson County  
Date: August 5, 2022  
Revised: October 13, 2022  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

2  
 JIMMY MOORE AND WIFE,  
 ELSA MOORE  
 LOT 2  
 VOL. 2643, PG. 185 O.R.W.C.

3  
 CAROL STIPANOVIC MIZE  
 AND MICHAEL ROBERT MIZE  
 A/K/A MICHAEL R. MIZE  
 LOT 3  
 DOC. NO. 2001057234  
 O.P.R.W.C.

4  
 JAY HARVEY AND WIFE,  
 MICHELLE HARVEY  
 LOT 4  
 DOC. NO. 9503320 O.R.W.C.

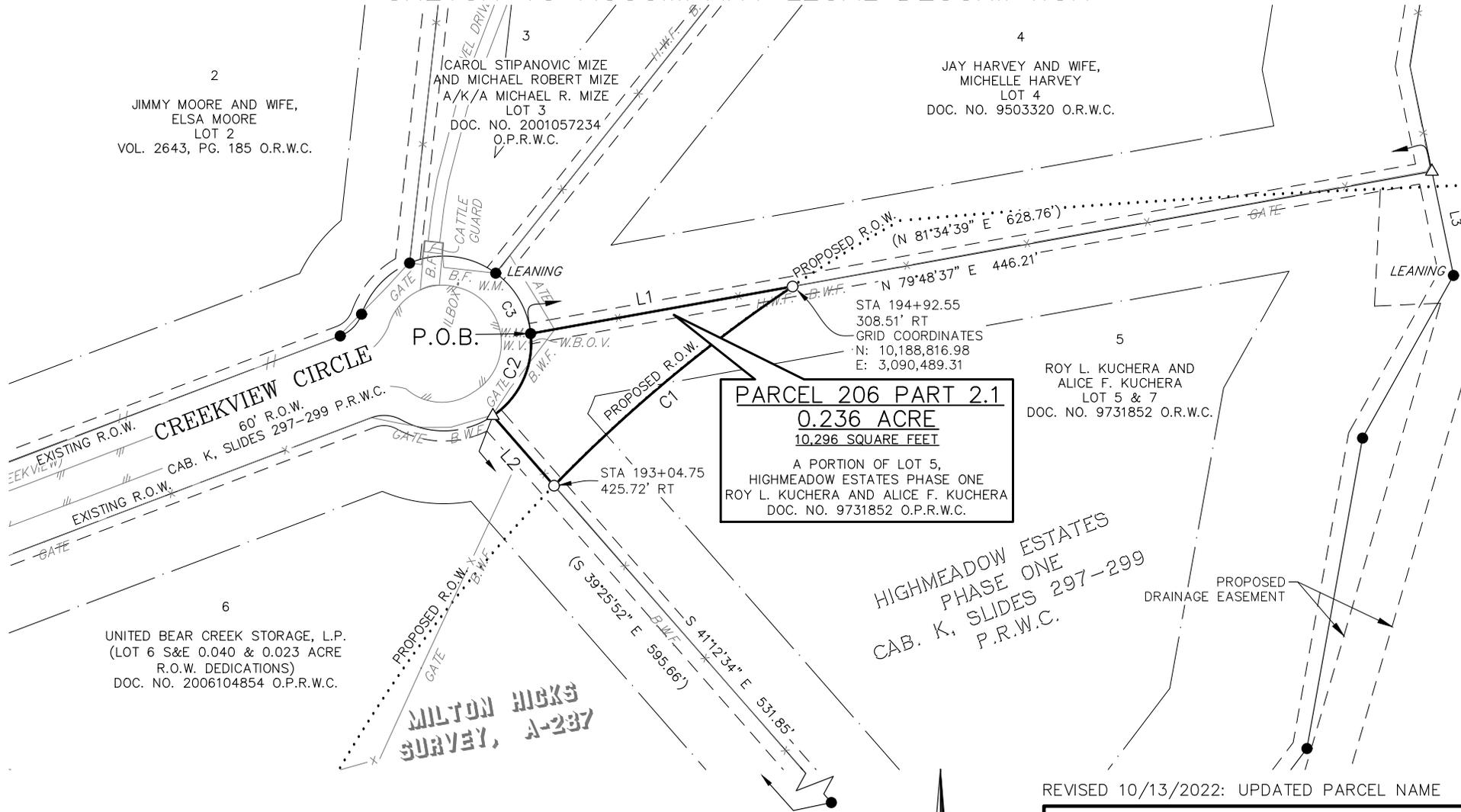
5  
 ROY L. KUCHERA AND  
 ALICE F. KUCHERA  
 LOT 5 & 7  
 DOC. NO. 9731852 O.R.W.C.

6  
 UNITED BEAR CREEK STORAGE, L.P.  
 (LOT 6 S&E 0.040 & 0.023 ACRE  
 R.O.W. DEDICATIONS)  
 DOC. NO. 2006104854 O.P.R.W.C.

**PARCEL 206 PART 2.1**  
**0.236 ACRE**  
**10,296 SQUARE FEET**  
 A PORTION OF LOT 5,  
 HIGHMEADOW ESTATES PHASE ONE  
 ROY L. KUCHERA AND ALICE F. KUCHERA  
 DOC. NO. 9731852 O.P.R.W.C.

HIGHMEADOW ESTATES  
 PHASE ONE  
 CAB. K, SLIDES 297-299  
 P.R.W.C.

MILTON HICKS  
 SURVEY, A-237



REVISED 10/13/2022: UPDATED PARCEL NAME

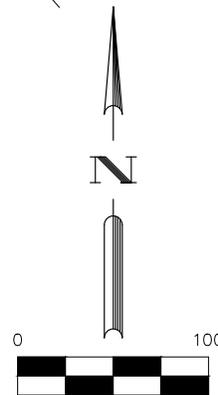


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 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING  
 PARCEL 206 PART 2.1  
 0.236 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 3 of 6
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# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

2  
 JIMMY MOORE AND WIFE,  
 ELSA MOORE  
 LOT 2  
 VOL. 2643, PG. 185 O.R.W.C.

3  
 CAROL STIPANOVIC MIZE  
 AND MICHAEL ROBERT MIZE  
 A/K/A MICHAEL R. MIZE  
 LOT 3  
 DOC. NO. 2001057234  
 O.P.R.W.C.

4  
 JAY HARVEY AND WIFE,  
 MICHELLE HARVEY  
 LOT 4  
 DOC. NO. 9503320 O.R.W.C.

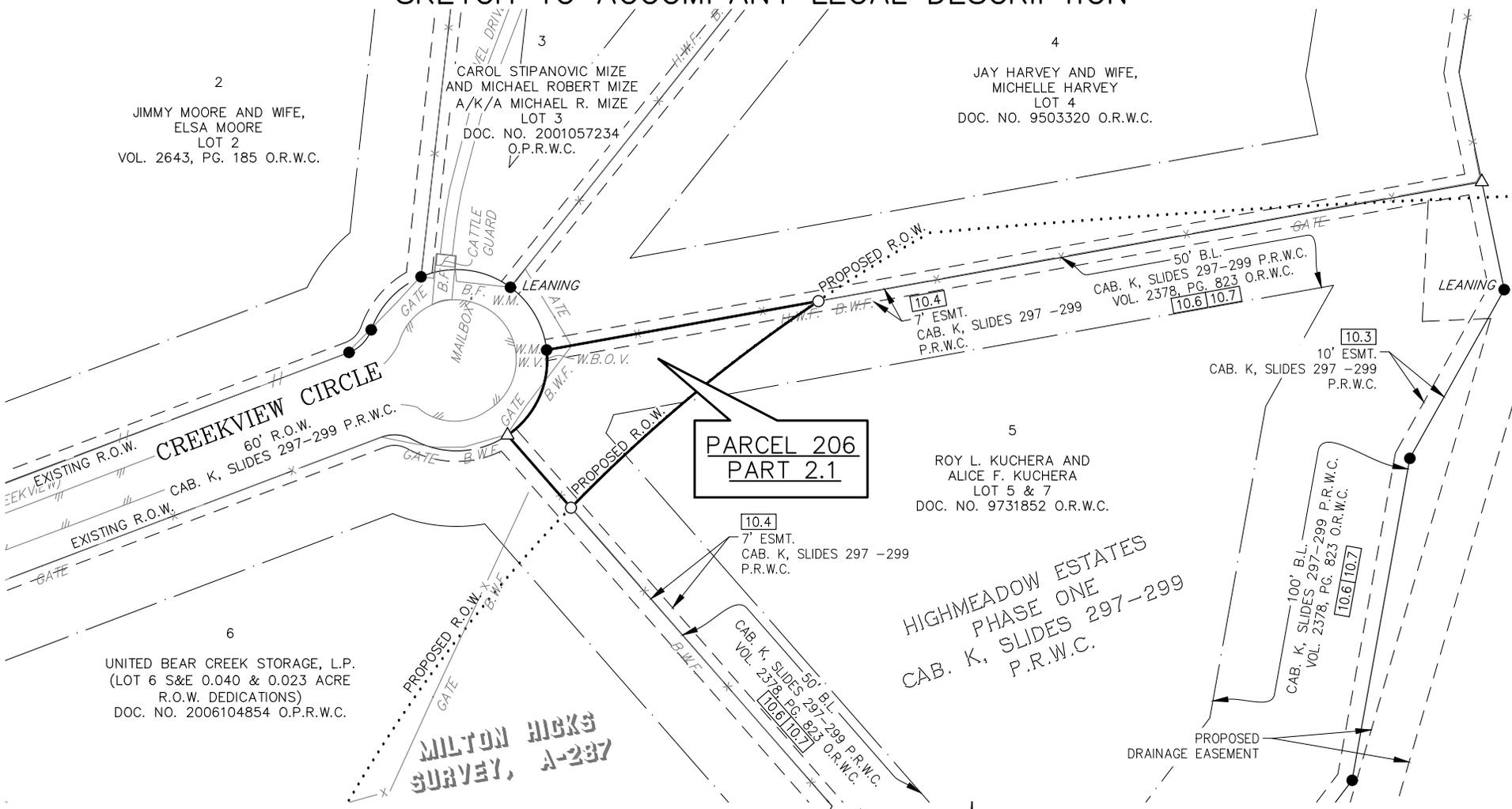
6  
 UNITED BEAR CREEK STORAGE, L.P.  
 (LOT 6 S&E 0.040 & 0.023 ACRE  
 R.O.W. DEDICATIONS)  
 DOC. NO. 2006104854 O.P.R.W.C.

5  
 ROY L. KUCHERA AND  
 ALICE F. KUCHERA  
 LOT 5 & 7  
 DOC. NO. 9731852 O.R.W.C.

**PARCEL 206  
 PART 2.1**

HIGHMEADOW ESTATES  
 PHASE ONE  
 CAB. K, SLIDES 297-299  
 P.R.W.C.

MILTON HICKS  
 SURVEY, A-237



REVISED 10/13/2022: UPDATED PARCEL NAME

**BGE, Inc.**  
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502  
 Copyright 2022

**PARCEL PLAT SHOWING  
 PARCEL 206 PART 2.1  
 0.236 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 4 of 6
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G:\TXC\Projects\County\_Williamson\7473-00\_RM 2243-06\_Survey\04\_Finals\Drawings\7473-00\_P206-P2.1\_EX1.dwg, 10/7/2022 12:52 PM, Damian Fisher

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
DOC.	DOCUMENT
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—x—	WIRE FENCE
—//—	BOARD FENCE
—///—	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 79°48'37" E	182.85'
L2	N 41°12'34" W	63.82'
L3	S 11°43'38" E	146.67'

LINE TABLE		
NUMBER	BEARING	DISTANCE
(L1)	(N 81°34'39" E)	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	213.81'	1,011.00'	12°07'02"	S 50°09'00" W	213.41'
C2	65.23'	60.00'	62°17'32"	N 24°41'18" E	62.07'
C3	49.34'	60.00'	47°06'58"	N 30°00'57" W	47.96'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C2)	(65.58')	(60.00')	(62°37'25")	(N 26°47'45.9" E)	(62.36')
(C3)	(49.34')	(60.00')	(47°07'03")	(N 28°04'28.3" E)	(47.96')

REVISED 10/13/2022: UPDATED PARCEL NAME



**BGE, Inc.**  
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 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING  
 PARCEL 206 PART 2.1  
 0.236 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 5 of 6
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GENERAL NOTES:

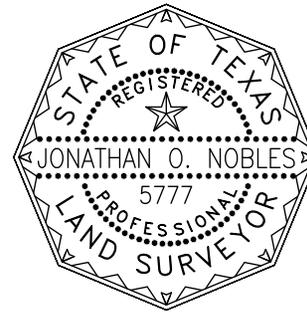
- 1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
- 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
- 3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159724, DATED EFFECTIVE MAY 23, 2022 AND ISSUED ON MAY 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET K, SLIDES 297-299, PLAT RECORDS, VOLUME 2378, PAGE 823, OFFICIAL RECORDS, DOCUMENT NO(S) 2015081209 AND 2016021909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PAGE 690, DEED RECORDS DO NOT AFFECT THE SUBJECT TRACT.
- 10.2 A 15 FOOT ROADWAY WIDENING EASEMENT RESERVED ALONG THE EASTERN RIGHT-OF-WAY LINE OF EXISTING COUNTRY ROAD 268, BEING ALSO THE WESTERN BOUNDARY OF LOTS 1, 2, 6, 7, 8, 9 AND 10, FOR THE PURPOSE OF IMPLEMENTING ANY FUTURE ROADWAY AND/OR DRAINAGE IMPROVEMENTS, AS STATED AND AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 A 10 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 A 7 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL SIDE LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG COUNTY ROAD 268 PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.6 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 2378, PAGE 823 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.8 A PRIVATE ROADWAY EASEMENT GRANTED TO PROPERTY OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.9 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.10 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058214, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.11 TERMS, CONDITIONS, AND STIPULATIONS IN ORDINANCE NO. 17-048-00, ORDINANCE TO THE CITY OF LEANDER, TEXAS ANNEXING 102.5 ACRES OF LAND INTO THE CORPORATE LIMITS OF THE CITY RECORDED IN DOCUMENT NO. 2018089446, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



10/13/2022

*Jonathan O. Nobles*  
 JONATHAN O. NOBLES RPLS NO. 5777  
 BGE, INC.  
 101 WEST LOUIS HENNA BLVD., SUITE 400  
 AUSTIN, TEXAS 78728  
 TELEPHONE: (512) 879-0400

REVISED 10/13/2022: UPDATED PARCEL NAME



**BGE, Inc.**  
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING  
 PARCEL 206 PART 2.1  
 0.236 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 6 of 6
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**EXHIBIT C**

**County:** Williamson  
**Parcel:** 206 Part 2.2  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 206 PART 2.2**

METES & BOUNDS DESCRIPTION FOR A 0.010 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 5, HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO ROY L. KUCHERA AND ALICE F. KUCHERA BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 9731852 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.010 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a 1/2-inch iron rod found on the curving east right-of-way line of Creekview Circle (60 feet wide) as dedicated by said HIGHMEADOW ESTATES PHASE ONE, at the northwest corner of said Lot 5 and the southwest corner of Lot 4 of said HIGHMEADOW ESTATE PHASE ONE, as conveyed to Jay Harvey and wife, Michelle Harvey by General Warranty Deed recorded in Document Number 9503320 of the Official Records of Williamson County, Texas, from which a leaning 1/2-inch iron rod found on the east right-of-way line of said Creekview Circle, at the most westerly corner of said Lot 4, bears along a curve to the left, an arc distance of 49.34 feet, having a radius of 60.00 feet, a central angle of 47°06'58" and a chord which bears N 30°00'57" W a distance of 47.96 feet; Thence, with the north line of said Lot 5 and the south line of said Lot 4, N 79°48'37" E a distance of 548.49 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,881.66, E: 3,090,849.15) set for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, 271.09 feet right of FM 2243 baseline station 198+71.36;

THENCE, continuing with the north line of said Lot 5 and the south line of said Lot 4, N 79°48'37" E a distance of 80.56 feet to a calculated point on the west line of a called 95.096 acre tract of land as conveyed to Roy Kuchera and wife, Alice Kuchera by General Warranty Deed recorded in Volume 2640, Page 64 of the Official Records of Williamson County, Texas, at the northeast corner of said Lot 5 and at the southeast corner of said Lot 4, for the northeast corner of the herein described tract, from which a leaning 1/2-inch iron rod found at an angle point in the line common to said Kuchera Tract and said Lot 4, bears N 11°43'38" W a distance of 73.82 feet;

THENCE, with the east line of said Lot 5 and the west line of said Kuchera Tract, S 11°43'38" E a distance of 10.74 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract, 270.91 feet right of FM 2243 baseline station 199+56.06, from which a 1/2-inch iron rod found at an angle point on the west line of said Kuchera Tract, at the most easterly corner of said Lot 5, bears S 11°43'38" E a distance of 62.12 feet;

THENCE, departing the west line of said Kuchera Tract, over and across said Lot 5, along said curve to the left, an arc distance of 81.56 feet, having a radius of 8,053.00 feet, a central angle of 00°34'49" and a chord which bears S 87°22'26" W a distance of 81.56 feet to the **POINT OF BEGINNING** and containing 0.010 acre (427 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

**PRELIMINARY**  
**This document shall not be**  
**recorded for any purpose.**

Jonathan O. Nobles RPLS Number 5777  
BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502

\_\_\_\_\_  
Date

Client: Williamson County  
Date: October 13, 2022  
Project Number: 7473-00



LEGEND

- B.F. BOARD FENCE
- B.W.F. BARBED WIRE FENCE
- CAB. CABINET
- DOC. DOCUMENT
- G.P. GATE POST
- H.W.F. HOG WIRE FENCE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- W.B.O.V. WATER BLOW-OFF VALVE
- W.M. WATER METER
- W.V. WATER VALVE
- ( ) RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
- { } RECORD INFO FOR VOL. 2640, PG. 64 O.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- △ CALCULATED POINT
- x— WIRE FENCE
- //— BOARD FENCE
- ///— EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 79°48'37" E	80.56'
L2	S 11°43'38" E	10.74'
L3	S 11°43'38" E	62.12'
L4	N 11°43'38" W	73.82'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	49.34'	60.00'	47°06'58"	N 30°00'57" W	47.96'
C2	81.56'	8,053.00'	0°34'49"	S 87°22'26" W	81.56'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C1)	(49.34')	(60.00')	(47°07'03")	(N 28°04'28.3" E)	(47.96')

PRELIMINARY  
PENDING FINAL  
REVIEW

**BGE, Inc.**  
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT SHOWING  
 PARCEL 206 PART 2.2  
 0.010 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 10/13/2022	Page: 4 of 5
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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159724, DATED EFFECTIVE MAY 23, 2022 AND ISSUED ON MAY 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET K, SLIDES 297-299, PLAT RECORDS, VOLUME 2378, PAGE 823, OFFICIAL RECORDS, DOCUMENT NO(S) 2015081209 AND 2016021909, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PAGE 690, DEED RECORDS DO NOT AFFECT THE SUBJECT TRACT.
- 10.2 A 15 FOOT ROADWAY WIDENING EASEMENT RESERVED ALONG THE EASTERN RIGHT-OF-WAY LINE OF EXISTING COUNTRY ROAD 268, BEING ALSO THE WESTERN BOUNDARY OF LOTS 1, 2, 6, 7, 8, 9 AND 10, FOR THE PURPOSE OF IMPLEMENTING ANY FUTURE ROADWAY AND/OR DRAINAGE IMPROVEMENTS, AS STATED AND AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 A 10 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 A 7 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL SIDE LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG COUNTY ROAD 268 PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.6 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 2378, PAGE 823 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.8 A PRIVATE ROADWAY EASEMENT GRANTED TO PROPERTY OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.9 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.10 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058214, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.11 TERMS, CONDITIONS, AND STIPULATIONS IN ORDINANCE NO. 17-048-00, ORDINANCE TO THE CITY OF LEANDER, TEXAS ANNEXING 102.5 ACRES OF LAND INTO THE CORPORATE LIMITS OF THE CITY RECORDED IN DOCUMENT NO. 2018089446, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

**PRELIMINARY  
PENDING FINAL  
REVIEW**

JONATHAN O. NOBLES RPLS NO. 5777  
BGE, INC.  
101 WEST LOUIS HENNA BLVD., SUITE 400  
AUSTIN, TEXAS 78728  
TELEPHONE: (512) 879-0400

	<b>BGE, Inc.</b> 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502			Copyright 2022
	<p><b>PARCEL PLAT SHOWING PARCEL 206 PART 2.2 0.010 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS</b></p>			
Scale:	Job No.:	Date:	Page:	
1"=100'	7473-00	10/13/2022	5 of 5	

EXHIBIT D

**County:** Williamson  
**Parcel:** 206D Part 2  
**Highway:** FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 206D PART 2

METES & BOUNDS DESCRIPTION FOR A 0.085 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 5, HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO ROY L. KUCHERA AND ALICE F. KUCHERA BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 9731852 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.085 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a leaning 1/2-inch iron rod found on the west line of a called 95.096 acre tract of land as conveyed to Roy Kuchera and wife, Alice Kuchera by General Warranty Deed recorded in Volume 2640, Page 64 of the Official Records of Williamson County, Texas, at the most easterly corner of the above described Lot 5, for the most easterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the east line of said Lot 5 and the west line of said Kuchera Tract, S 29°15'22" W a distance of 21.97 feet to a calculated point at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract, from which a leaning 1/2-inch iron rod found at an angle point in the line common to said Kuchera Tract and said Lot 5, bears S 29°15'22" W a distance of 105.82 feet;

THENCE, departing the west line of said Kuchera Tract, over and across said Lot 5, along said curve to the left, an arc distance of 43.54 feet, having a radius of 7,973.00 feet, a central angle of 00°18'46" and a chord which bears S 87°29'52" W a distance of 43.54 feet to a calculated point for the southwest corner of the herein described tract;

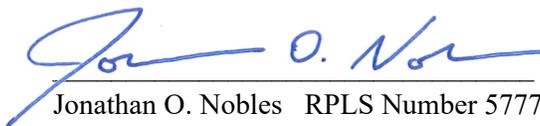
THENCE, continuing over and across said Lot 5, N 02°52'19" E a distance of 80.37 feet to a calculated point at the beginning of a non-tangent curve to the right, for the northwest corner of the herein described tract, 271.01 feet right of FM 2243 baseline station 199+16.99; and

THENCE, continuing over and across said Lot 5, along said curve to the right, an arc distance of 37.62 feet, having a radius of 8,053.00 feet, a central angle of 00°16'04" and a chord which bears N 87°31'49" E a distance of 37.62 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,885.39, E: 3,090,930.61) set on the east line of said Lot 5 and the west line of said Kuchera Tract, for the northeast corner of the herein described tract, 270.91 feet right of FM 2243 baseline station 199+56.06, from which a leaning 1/2-inch iron rod found at an angle point in the line common to said Kuchera Tract and Lot 4 of said HIGHMEADOW ESTATES PHASE ONE, bears N 11°43'38" W a distance of 84.56 feet

THENCE, with the east line of said Lot 5 and the west line of said Kuchera Tract, S 11°43'38" E a distance of 62.12 feet to the **POINT OF BEGINNING** and containing 0.085 acre (3,694 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777

BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



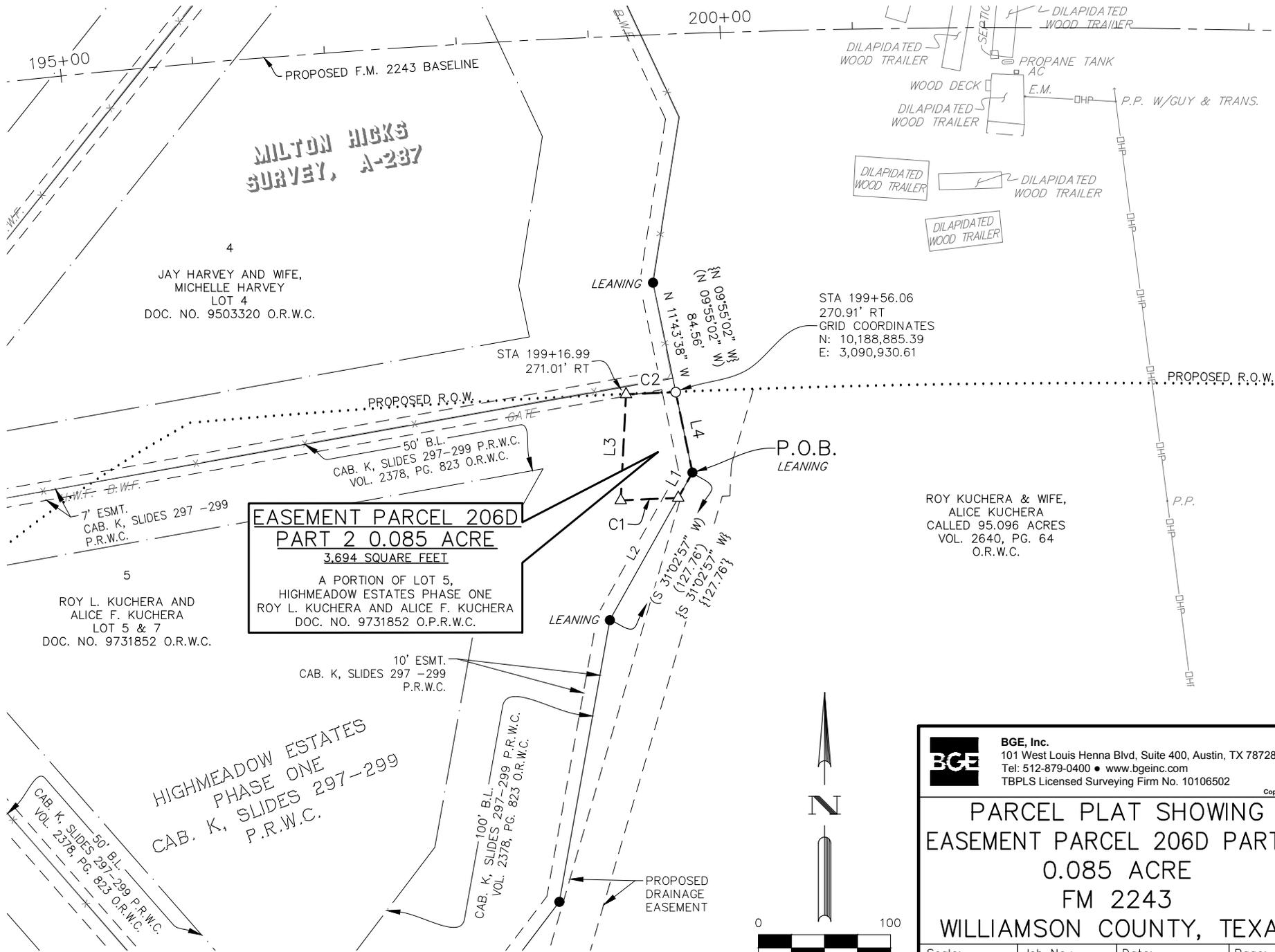
10/13/2022

Date

Client: Williamson County  
Date: October 13, 2022  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

G:\TXC\Projects\County\_Williamson\7473-00\_RM 2243\06\_Survey\04\_Finals\Drawings\7473-00\_P206D-P2\_EX1.dwg, 10/12/2022 7:30 AM, Damian Fisher

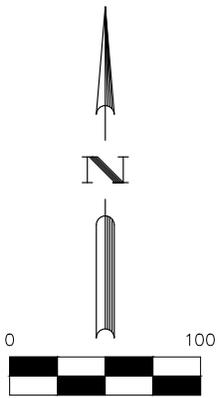


**EASEMENT PARCEL 206D  
PART 2 0.085 ACRE  
3,694 SQUARE FEET**  
A PORTION OF LOT 5,  
HIGHMEADOW ESTATES PHASE ONE  
ROY L. KUCHERA AND ALICE F. KUCHERA  
DOC. NO. 9731852 O.P.R.W.C.

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**PARCEL PLAT SHOWING  
EASEMENT PARCEL 206D PART 2  
0.085 ACRE  
FM 2243  
WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 10/13/2022	Page: 3 of 4
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LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
DOC.	DOCUMENT
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR CAB. K, SLIDES 297-299 P.R.W.C.
{ }	RECORD INFO FOR VOL. 2640, PG. 64 O.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—x—	WIRE FENCE
—//—	BOARD FENCE
—///—	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 29°15'22" W	21.97'
L2	S 29°15'22" W	105.82'
L3	N 02°52'19" E	80.37'
L4	S 11°43'38" E	62.12'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L4	{S 09°55'02" E}	
	{S 09°55'02" E}	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	43.54'	7,973.00'	0°18'46"	S 87°29'52" W	43.54'
C2	37.62'	8,053.00'	0°16'04"	N 87°31'49" E	37.62'

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

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<p><b>PARCEL PLAT SHOWING</b>  <b>EASEMENT PARCEL 206D PART 2</b>  <b>0.085 ACRE</b>  <b>FM 2243</b>  <b>WILLIAMSON COUNTY, TEXAS</b></p>			
Scale: 1"=100'	Job No.: 7473-00	Date: 10/13/2022	Page: 4 of 4

**Commissioners Court - Regular Session**

47.

**Meeting Date:** 06/13/2023

Hero Way Resolution for Condemnation

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (35.855 acres for ROW and 0.371 acres and 0.122 acres for drainage easements) required for the construction of Hero Way / RM 2243. (CSM- Mason Family LP/ Parcel 209) Funding Source: Road Bonds P326

**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: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 10:53 AM

Started On: 06/07/2023 03:33 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 35.855 acres (Parcel 209), 0.371 acres (Parcel 209D-1) and 0.122 acres (Parcel 209D-2) for a drainage easement described by metes and bounds in Exhibits "A-C" owned by **CSM-MASON FAMILY, LP** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A-C" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_.

\_\_\_\_\_  
Bill Gravell, Jr.  
Williamson County Judge

EXHIBIT A

County: Williamson  
Parcel: 209  
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 209

METES & BOUNDS DESCRIPTION FOR A 35.855 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 35.855 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 5/8-inch iron rod found on the curving south right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, at the northeast corner of said CSM-Mason remainder Tract and at the northwest corner of a called 89.41 acre tract of land as conveyed to Amelia Valdez, Anita Martinez and Irene Torrez by Probate Orders recorded in Document Numbers 2012066513 and 2012067088, both of the Official Public Records of Williamson County, Texas, and described in Volume 457, Page 595 of the Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the left, an arc distance of 412.62 feet, having a radius of 1,949.86 feet, a central angle of 12°07'29" and a chord which bears N 75°35'18" E a distance of 411.86 feet;

THENCE, with the east line of said CSM-Mason Tract and the west line of said Valdez, Martinez and Torrez Tract, S 21°40'36" E a distance of 303.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,739.06, E: 3,096,434.97) set for the southeast corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 254+70.53, from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found on the east line of said CSM-Mason Tract, at the southwest corner of said Valdez, Martinez and Torrez Tract, bears S 21°40'36" E a distance of 1,347.02 feet;

THENCE, departing the west line of said Valdez, Martinez and Torrez Tract, over and across said CSM-Mason Tract, S 76°53'04" W a distance of 384.25 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the right, 180.62 feet right of FM 2243 baseline station 250+94.60;

THENCE, continuing over and across said CSM-Mason Tract, along said curve to the right, an arc distance of 1,600.05 feet, having a radius of 5,047.00 feet, a central angle of 18°09'52" and a chord which bears S 85°58'01" W a distance of 1,593.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 247.19 feet right of FM 2243 baseline station 235+61.91;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 785.42 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 247.00 feet right of FM 2243 baseline station 227+78.58;

THENCE, continuing over and across said CSM-Mason Tract, N 85°48'08" W a distance of 286.47 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+92.62;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 421.28 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder tract, for the southwest corner of the herein described tract, 264.00 feet right of FM 2243 baseline station 220+71.34, from which a TXDOT Type I concrete monument found on the southeast right-of-way of said FM 2243, bears S 34°00'38" W a distance of 1,317.81 feet;

THENCE, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 260.65 feet to a calculated point at the beginning of a non-tangent curve to the right;

THENCE, continuing with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, along said curve to the right, an arc distance of 763.33 feet, having a radius of 1,105.92 feet, a central angle of 39°32'49" and a chord which bears N 53°46'33" E a distance of 748.27 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the most northerly corner of the herein described tract, 487.58 feet left of FM 2243 baseline station 227+27.14, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the right an arc distance of 779.94 feet, having a radius of 1,105.92 feet, a central angle of 40°24'26" and a chord which bears S 86°14'50" E a distance of 763.88 feet;

THENCE, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 198.77 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 288.86 feet left of FM 2243 baseline station 227+30.99;

THENCE, continuing over and across said CSM-Mason Tract, S 37°57'23" E a distance of 7.13 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 283.86 feet left of FM 2243 baseline station 227+36.09;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 1,310.64 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of Georgetown and Leander Public Road (right-of-way varies) (unimproved) (no deed of record found) as referenced in Deed recorded in Volume 147, Page 112 of the Deed Records of Williamson County, Texas, for an angle point, 254.49 feet left of FM 2243 baseline station 240+76.14;

THENCE, with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 68°45'06" E a distance of 11.60 feet to an 18-inch cedar fence post found for an angle point, 250.51 feet left of FM 2243 baseline station 240+87.62;

THENCE, continuing with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 82°27'50" E a distance of 23.43 feet to a 10-inch cedar fence post found for an angle point, 247.82 feet left of FM 2243 baseline station 241+12.12;

THENCE, continuing with the fenced and occupied north line of said CSM-Mason remainder Tract and the south right-of-way line of said Georgetown and Leander Public Road, S 87°48'47" E a distance of 41.95 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left, 246.63 feet left of FM 2243 baseline station 241+56.28;

THENCE, departing the south right-of-way line of said Georgetown and Leander Public Road, over and across said CSM-Mason Tract, along said curve to the left, an arc distance of 380.49 feet, having a radius of 3,933.00 feet, a central angle of 05°32'35" and a chord which bears S 89°51'04" E a distance of 380.34 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, for the beginning of a non-tangent curve to the left, 232.47 feet left of FM 2243 baseline station 245+55.54;

THENCE, with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 139.48 feet, having a radius of 1,472.39 feet, a central angle of 05°25'39" and a chord which bears S 88°43'50" E a distance of 139.42 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, N 88°35'53" E a distance of 472.90 feet to a TXDOT Type I concrete monument found for the beginning of a non-tangent curve to the left;

THENCE, continuing with the north line of said CSM-Mason remainder Tract and the south right-of-way line of said FM 2243, along said curve to the left, an arc distance of 235.50 feet, having a radius of 1,949.86 feet, a central angle of 06°55'13" and a chord which bears N 85°06'39" E a distance of 235.36 feet to the **POINT OF BEGINNING** and containing 35.855 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777

BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
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Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



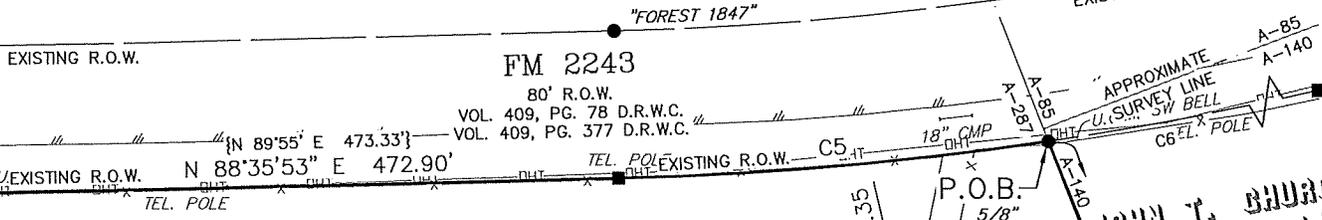
09/20/2022  
Date

Client: Williamson County  
Date: September 20, 2022  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CITY OF GEORGETOWN  
CALLED 100.00 ACRES  
DOC. NO. 2016105284 O.P.R.W.C.

**ASA M. BROWN  
SURVEY, A-85**



**PARCEL 209 35.855 ACRES**  
1,561,859 SQUARE FEET

A PORTION OF A CALLED 168.4 ACRES  
(TRACT ONE)  
CSM-MASON FAMILY, LP  
DOC. NO. 2011086909 O.P.R.W.C.

**JOHN T. BURGH  
SURVEY, A-140**

250+00  
PROPOSED FM 2243 BASELINE

AMELIA VALDEZ, ANITA MARTINEZ  
& IRENE TORREZ CALLED 89.41 ACRES  
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.  
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

**MILTON HICKS  
SURVEY, A-287**

PROPOSED R.O.W.

S 76°53'04" W 384.25'

STA 254+70.53  
175.00' RT  
GRID COORDINATES  
N: 10,188,739.06  
E: 3,096,434.97

"RJ SURVEYING"

PROPOSED R.O.W. C1 STA 250+94.60  
180.62' RT

CSM-MASON FAMILY, LP  
REMAINDER OF A CALLED 168.4 ACRES  
(TRACT ONE)  
DOC. NO. 2011086909 O.P.R.W.C.

MATCHLINE PAGE 5 OF 9



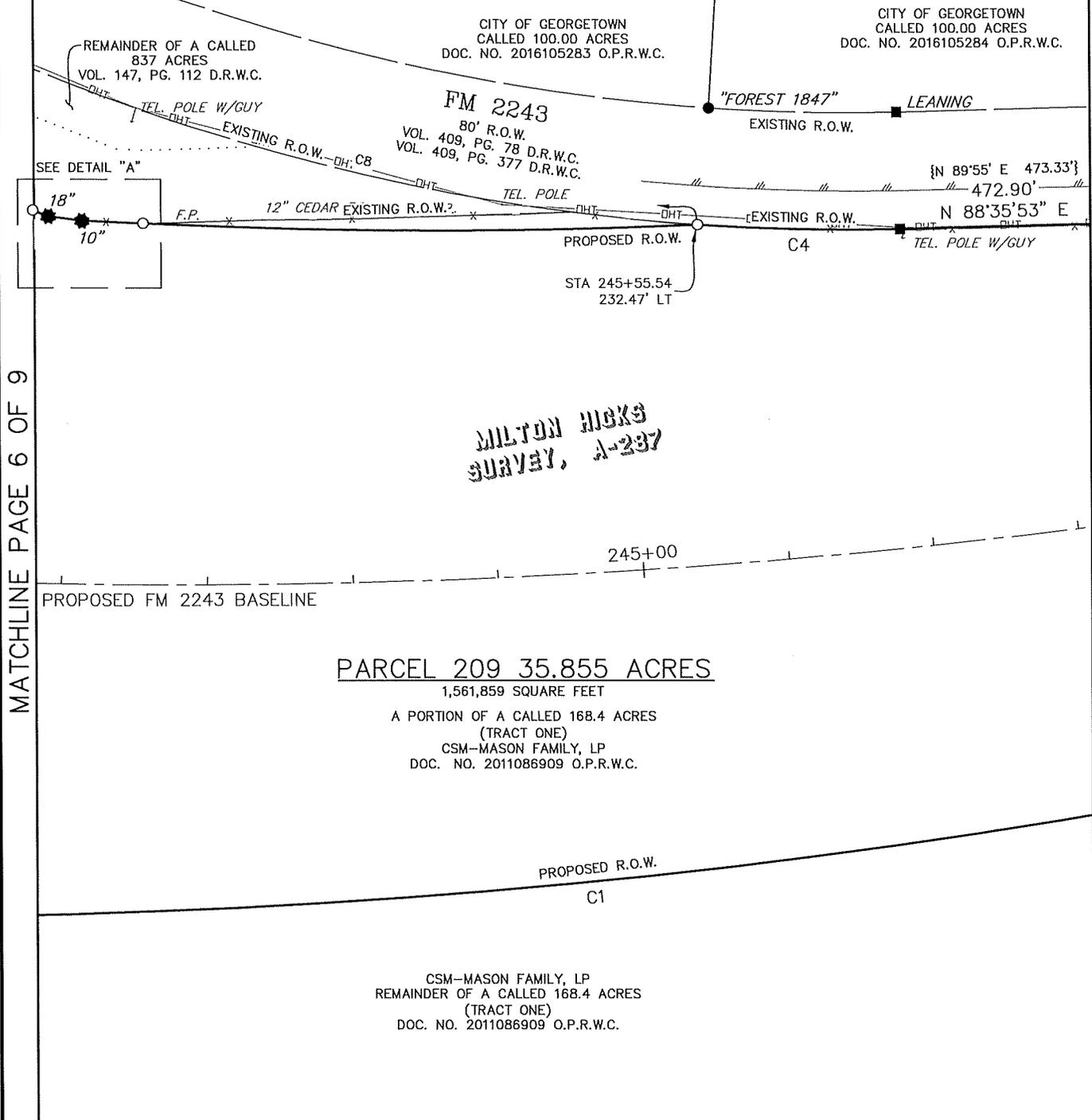
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**PARCEL PLAT  
SHOWING PARCEL 209  
35.855 ACRES  
FM 2243  
WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 4 of 10
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# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



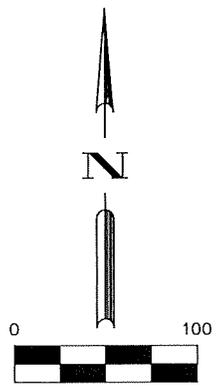
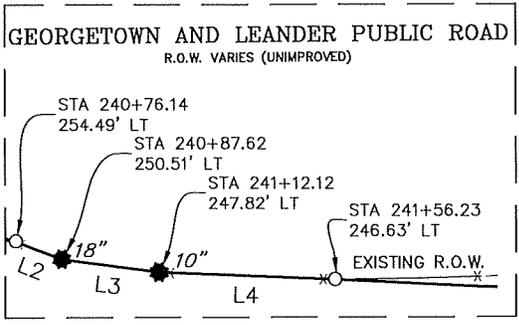
**PARCEL 209 35.855 ACRES**  
 1,561,859 SQUARE FEET  
 A PORTION OF A CALLED 168.4 ACRES (TRACT ONE)  
 CSM-MASON FAMILY, LP  
 DOC. NO. 2011086909 O.P.R.W.C.

CSM-MASON FAMILY, LP  
 REMAINDER OF A CALLED 168.4 ACRES (TRACT ONE)  
 DOC. NO. 2011086909 O.P.R.W.C.

MATCHLINE PAGE 6 OF 9

MATCHLINE PAGE 4 OF 9

DETAIL "A" N.T.S.



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**PARCEL PLAT**  
 SHOWING PARCEL 209  
 35.855 ACRES  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 5 of 10
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# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CSM-MASON FAMILY, LP  
 REMAINDER OF A CALLED 168.4 ACRES  
 (TRACT ONE)  
 DOC. NO. 2011086909 O.P.R.W.C.

S 82°24'01" E 1,310.64'  
 PROPOSED R.O.W.

EXISTING R.O.W.  
 GEORGETOWN AND LEANDER  
 PUBLIC ROAD  
 R.O.W. VARIES (UNIMPROVED)  
 H.W.F.

"FOREST 1847"  
 FM 2243  
 VOL. 409, PG. 78 D.R.W.C.  
 VOL. 409, PG. 377 D.R.W.C.  
 80' R.O.W.  
 REMAINDER OF A  
 CALLED 837 ACRES  
 VOL. 147, PG. 112  
 D.R.W.C.

18" CEDAR  
 10" C.L.  
 STA 240+76.14  
 254.49' LT

**MILTON HICKS  
 SURVEY, A-287**

PC: 235+19.62  
 235+00

PROPOSED FM 2243 BASELINE  
 240+00

## PARCEL 209 35.855 ACRES

1,561,859 SQUARE FEET  
 A PORTION OF A CALLED 168.4 ACRES  
 (TRACT ONE)  
 CSM-MASON FAMILY, LP  
 DOC. NO. 2011086909 O.P.R.W.C.

PROPOSED R.O.W.  
 C1

STA 235+61.91  
 247.19' RT

CSM-MASON FAMILY, LP  
 REMAINDER OF A CALLED 168.4 ACRES  
 (TRACT ONE)  
 DOC. NO. 2011086909 O.P.R.W.C.



MATCHLINE PAGE 7 OF 9

MATCHLINE PAGE 5 OF 9



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PARCEL PLAT  
 SHOWING PARCEL 209  
 35.855 ACRES  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 6 of 10
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FM 2243  
80' R.O.W. ATT.  
U.C.M. ATT.

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

40'x100' CHANNEL EASEMENT  
VOL. 409, PG. 379  
D.R.W.C.  
[10.2]

CSM-MASON FAMILY, LP  
REMAINDER OF A CALLED 168.4 ACRES  
(TRACT ONE)  
DOC. NO. 2011086909 O.P.R.W.C.

50'x150' CHANNEL EASEMENT  
VOL. 409, PG. 379  
D.R.W.C.  
[10.2]

PROPOSED R.O.W.  
S 06°29'15" W 198.77'

STA 227+30.99  
288.86' LT

PROPOSED DRAINAGE  
EASEMENT

S 82°24'01" E 1,310.64'

PROPOSED R.O.W.

STA 227+36.09  
283.86' LT

MILTON HICKS  
SURVEY, A-237

230+00

PROPOSED FM 2243 BASELINE

**PARCEL 209 35.855 ACRES**

1,561,859 SQUARE FEET

A PORTION OF A CALLED 168.4 ACRES  
(TRACT ONE)  
CSM-MASON FAMILY, LP  
DOC. NO. 2011086909 O.P.R.W.C.

STA 227+78.58  
247.00' RT

PROPOSED R.O.W.

S 82°24'00" E 785.42'

CSM-MASON FAMILY, LP  
REMAINDER OF A CALLED 168.4 ACRES  
(TRACT ONE)  
DOC. NO. 2011086909 O.P.R.W.C.



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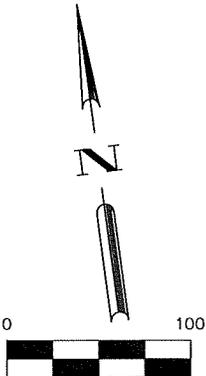
PARCEL PLAT  
SHOWING PARCEL 209  
35.855 ACRES  
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 7 of 10
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MATCHLINE PAGE 8 OF 9

MATCHLINE PAGE 6 OF 9



# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DANIEL T. SACCONI  
CALLED 2.0000 ACRES  
DOC. NO. 2017036082  
O.P.R.W.C.

RICHARD CANTU & SALLY CANTU  
CALLED 11.955 ACRES  
DOC. NO. 2020025709 O.P.R.W.C.

J&M, LLC  
CALLED 1.00 ACRES  
(TRACT 2)  
DOC. NO. 2018103155  
O.P.R.W.C.

CSM-MASON FAMILY, LP  
REMAINDER OF A CALLED 168.4 ACRES  
(TRACT ONE)  
DOC. NO. 2011086909 O.P.R.W.C.

J&M, LLC  
CALLED 6.00 ACRES  
(TRACT 1)  
DOC. NO. 2018103155  
O.P.R.W.C.

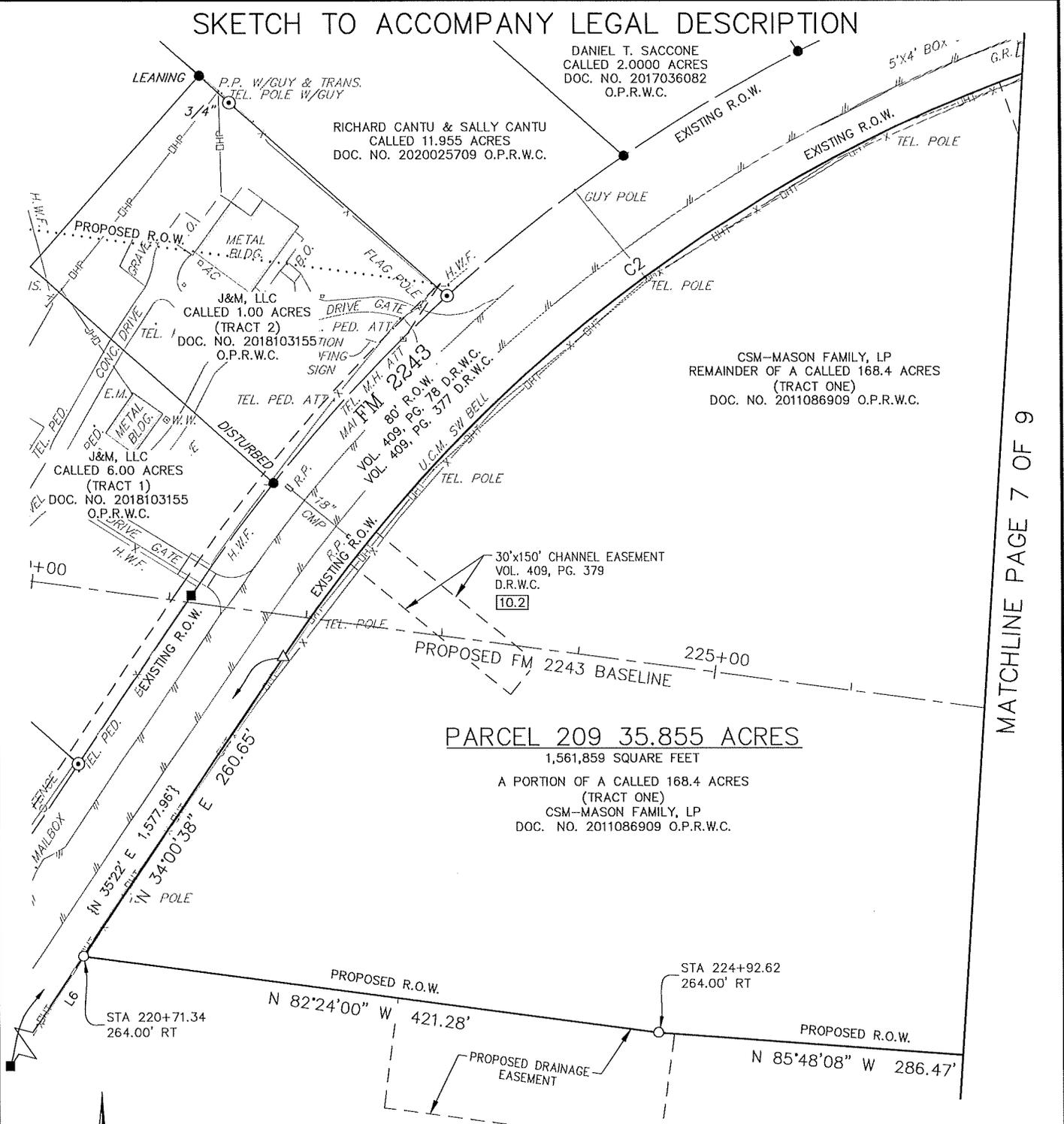
30'x150' CHANNEL EASEMENT  
VOL. 409, PG. 379  
D.R.W.C.  
**10.2**

## PARCEL 209 35.855 ACRES

1,561,859 SQUARE FEET

A PORTION OF A CALLED 168.4 ACRES  
(TRACT ONE)  
CSM-MASON FAMILY, LP  
DOC. NO. 2011086909 O.P.R.W.C.

MATCHLINE PAGE 7 OF 9



CSM-MASON FAMILY, LP  
REMAINDER OF A CALLED 168.4 ACRES  
(TRACT ONE)  
DOC. NO. 2011086909 O.P.R.W.C.



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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT  
SHOWING PARCEL 209  
35.855 ACRES  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 8 of 10
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**LEGEND**

- CMP CORRUGATED METAL PIPE
- C.O. CLEAN OUT
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- E.M. ELECTRIC METER
- F.P. FENCE POST
- M.H. MANHOLE
- NO. NUMBER
- NOS. NUMBERS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- PED. PEDESTAL
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.P. POWER POLE
- R.P. REFLECTOR POST
- R.W. RETAINING WALL
- R.O.W. RIGHT-OF-WAY
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- U.C.M. UNDERGROUND CABLE MARKER
- VOL. VOLUME
- W.W. WATER WELL
- ( ) RECORD INFO FOR DOC. NO. 2011086909 O.P.R.W.C.
- [ ] RECORD INFO FOR DOC. VOL. 457, PG. 595 D.R.W.C.
- { } RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND TDDOT TYPE I CONCRETE MONUMENT
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- ⊗ CEDAR FENCE POST
- ⊙ FOUND 3/8" IRON PIPE (UNLESS OTHERWISE NOTED)
- x— WIRE FENCE
- o— METAL FENCE
- DHT— OVERHEAD TELEPHONE
- DHP— OVERHEAD POWER
- //— EDGE OF ASPHALT
- 10.2 SCHEDULE B ITEM

**CURVE TABLE**

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	1,600.05'	5,047.00'	18°09'52"	N 85°58'01" E	1,593.36'
C2	763.33'	1,105.92'	39°32'49"	N 53°46'33" E	748.27'
C3	380.49'	3,933.00'	5°32'35"	N 89°51'04" W	380.34'
C4	139.48'	1,472.39'	5°25'39"	S 88°43'50" E	139.42'
C5	235.50'	1,949.86'	6°55'13"	N 85°06'39" E	235.36'
C6	412.62'	1,949.86'	12°07'29"	N 75°35'18" E	411.86'
C7	779.94'	1,105.92'	40°24'26"	N 86°14'50" W	763.88'
C8	511.99'	1,472.39'	19°55'24"	S 76°03'19" E	509.41'

**LINE TABLE**

NUMBER	BEARING	DISTANCE
L1	S 37°57'23" E	7.13'
L2	N 68°45'06" W	11.60'
L3	N 82°27'50" W	23.43'
L4	N 87°48'47" W	41.95'
L5	S 21°40'36" E	1,347.02'
L6	S 34°00'38" W	1,317.81'

**RECORD LINE TABLE**

NUMBER	BEARING	DISTANCE
(L4)	(EAST)	

**RECORD CURVE TABLE**

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C2}		{1,105.92'}			
{C4}		{1,472.39'}			
{C5}		{1,949.86'}			
{C6}		{1,949.86'}			
{C7}		{1,105.92'}			
{C8}		{1,472.39'}			



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 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502

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**PARCEL PLAT**  
 SHOWING PARCEL 209  
 35.855 ACRES  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 9 of 10
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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163580, DATED EFFECTIVE MAY 27, 2022 AND ISSUED ON JUNE 7, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 379 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015559 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



09/20/2022

*Jonathan O. Nobles*  
 \_\_\_\_\_  
 JONATHAN O. NOBLES RPLS NO. 5777  
 BGE, INC.

101 WEST LOUIS HENNA BLVD., SUITE 400  
 AUSTIN, TEXAS 78728  
 TELEPHONE: (512) 879-0400



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 TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT  
 SHOWING PARCEL 209  
 35.855 ACRES  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 10 of 10
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**EXHIBIT B**

**County:** Williamson  
**Parcel:** 209D Part 1  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 1**

METES & BOUNDS DESCRIPTION FOR A 0.371 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.371 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a TXDOT Type I concrete monument found on the southeast right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and the northwest line of the above described CSM-Mason remainder Tract, from which a 1/2-inch iron rod with cap stamped "Stanley Consultants" found on the southeast right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 224.86 feet, having a radius of 5,769.58 feet, a central angle of 02°13'59" and a chord which bears S 35°16'39" W a distance of 224.85 feet; Thence, with the southeast right-of-way line of said FM 2243 and the northwest line of said CSM-Mason remainder Tract, N 34°00'38" E a distance of 1,317.81 feet to a calculated point; Thence, departing the southeast right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 82°24'00" E a distance of 230.55 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,689.87, E: 3,093,218.43) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 264.00 feet right of FM 2243 baseline station 223+01.89;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'00" E a distance of 190.73 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point, 264.00 feet right of FM 2243 baseline station 224+92.62;

THENCE, continuing over and across said CSM-Mason Tract, S 85°48'08" E a distance of 11.45 feet to a calculated point for the northeast corner of the herein described tract, 263.32 feet right of FM 2243 baseline station 225+04.05;

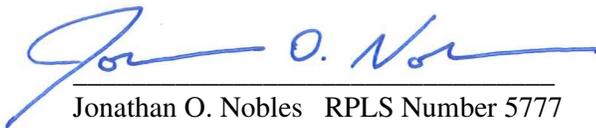
THENCE, continuing over and across said CSM-Mason Tract, S 07°36'00" W a distance of 80.68 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 82°24'00" W a distance of 202.16 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, N 07°36'00" E a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.371 acre (16,177 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



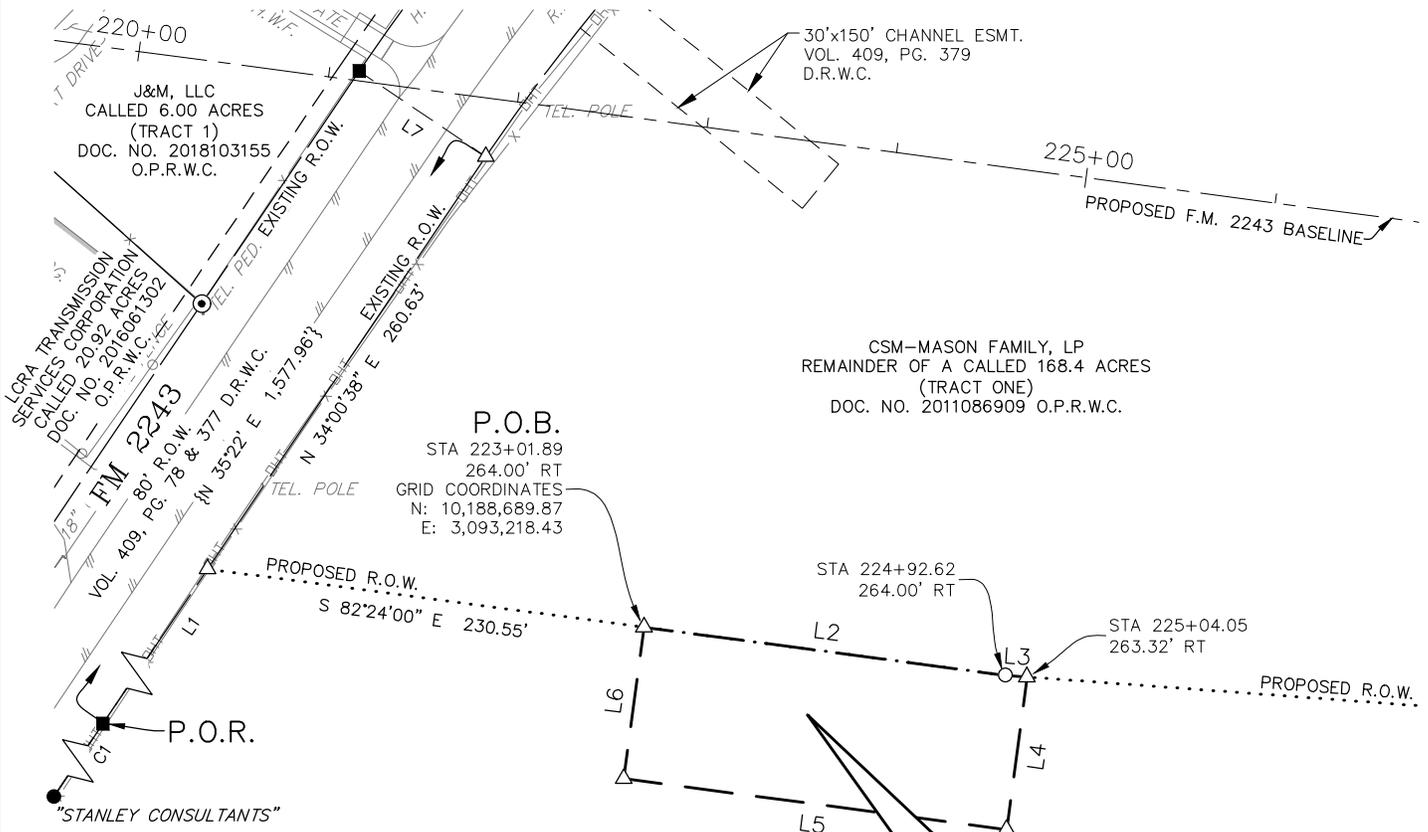
Jonathan O. Nobles RPLS Number 5777  
BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



09/20/2022  
Date

Client: Williamson County  
Date: September 20, 2022  
Project Number: 7473-00

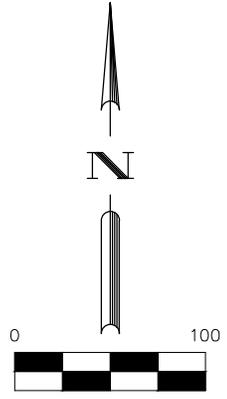
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**EASEMENT PARCEL 209D PART 1**  
0.371 ACRE  
 16,177 SQUARE FEET  
 A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRES  
 (TRACT ONE)  
 CSM-MASON FAMILY, LP  
 DOC. NO. 2011086909 O.P.R.W.C.

CSM-MASON FAMILY, LP  
 REMAINDER OF A CALLED 168.4 ACRES  
 (TRACT ONE)  
 DOC. NO. 2011086909 O.P.R.W.C.

**MILTON HICKS**  
**SURVEY, A-237**



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<b>PARCEL PLAT SHOWING</b> <b>EASEMENT PARCEL 209D P1</b> <b>0.371 ACRE</b> <b>FM 2243</b> <b>WILLIAMSON COUNTY, TEXAS</b>			
Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 3 of 4

LEGEND

- B.W.F. BARBED WIRE FENCE
- CMP CORRUGATED METAL PIPE
- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- ESMT. EASEMENT
- H.W.F. HOG WIRE FENCE
- N.T.S. NOT TO SCALE
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- PED. PEDESTAL
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.O.W. RIGHT-OF-WAY
- R.P. REFLECTOR POST
- TEL. TELEPHONE
- VOL. VOLUME
- { } RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
- FOUND TYPE I TXDOT CONCRETE MONUMENT
- ⊙ FOUND 3/8" IRON PIPE
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD W/CAP "BGE INC"
- △ CALCULATED POINT
- x — WIRE FENCE
- o — METAL FENCE
- DHT — OVERHEAD TELEPHONE
- DHP — OVERHEAD POWER
- // — EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 34°00'38" E	1,317.81'
L2	S 82°24'00" E	190.73'
L3	S 85°48'08" E	11.45'
L4	S 07°36'00" W	80.68'
L5	N 82°24'00" W	202.16'
L6	N 07°36'00" E	80.00'
L7	N 55°59'22" W	80.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	224.86'	5,769.58'	2°13'59"	S 35°16'39" W	224.85'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{5,769.58'}			

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

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	<p><b>PARCEL PLAT SHOWING EASEMENT PARCEL 209D P1 0.371 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS</b></p>			
Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 4 of 4	

**EXHIBIT C**

**County:** Williamson  
**Parcel:** 209D Part 2  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 209D PART 2**

METES & BOUNDS DESCRIPTION FOR A 0.122 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 168.4 ACRE TRACT OF LAND AS CONVEYED TO CSM-MASON FAMILY, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011086909 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.122 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, and on the north line of the above described CSM-Mason remainder Tract; Thence, with the south right-of-way line of said FM 2243 and the north line of said CSM-Mason remainder Tract, along a curve to the left, an arc distance of 779.94 feet, having a radius of 1,105.92 feet, a central angle of 40°24'26" and a chord which bears N 86°14'50" W a distance of 763.88 feet to a calculated point; Thence, departing the south right-of-way line of said FM 2243, over and across said CSM-Mason Tract, S 06°29'15" W a distance of 144.53 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,189,234.94, E: 3,093,722.95) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 343.08 feet left of FM 2243 baseline station 227+29.94;

THENCE, continuing over and across said CSM-Mason Tract, S 83°30'45" E a distance of 40.00 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 37°57'23" E a distance of 57.11 feet to a calculated angle point;

THENCE, continuing over and across said CSM-Mason Tract, S 82°24'01" E a distance of 67.33 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said CSM-Mason Tract, S 07°35'59" W a distance of 20.00 feet to a calculated point for the southeast corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 228+78.04;

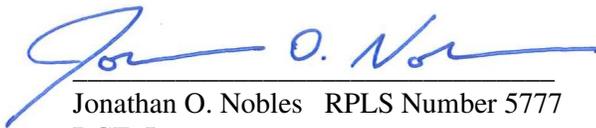
THENCE, continuing over and across said CSM-Mason Tract, N 82°24'01" W a distance of 141.96 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most southerly southwest corner of the herein described tract, 283.86 feet left of FM 2243 baseline station 227+36.09;

THENCE, continuing over and across said CSM-Mason Tract, N 37°57'23" W a distance of 7.13 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most westerly southwest corner of the herein described tract, 288.86 feet left of FM 2243 baseline station 227+30.99;

THENCE, continuing over and across said CSM-Mason Tract, N 06°29'15" E a distance of 54.23 feet to the **POINT OF BEGINNING** and containing 0.122 acre (5,315 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



Jonathan O. Nobles RPLS Number 5777  
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TBPELS Licensed Surveying Firm Number 10106502

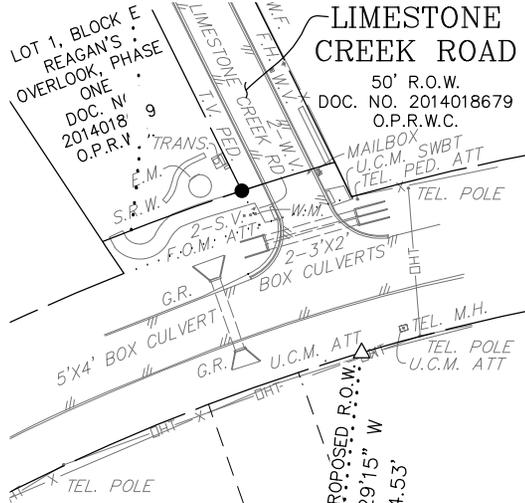


09/20/2022

Date

Client: Williamson County  
Date: September 20, 2022  
Project Number: 7473-00

G:\TxC\Projects\County\_Williamson\7473-00\_RM\_2243\06\_Survey\04\_Finals\Drawings\7473-00\_P209D P2\_EX1.dwg, 9/20/2022 9:53 AM, Stephen Barger



CITY OF GEORGETOWN  
CALLED 100.00 ACRES  
DOC. NO. 2016105283 O.P.R.W.C.

MILTON HICKS  
SURVEY, A-237

FM 2243  
80' R.O.W.  
VOL. 409, PG. 78 D.R.W.C.  
VOL. 409, PG. 377 D.R.W.C.

40'x100' CHANNEL ESMT.  
VOL. 409, PG. 379  
D.R.W.C.

P.O.R.

P.O.B.  
STA 227+29.94  
343.08' LT  
GRID COORDINATES  
N: 10,189,234.94  
E: 3,093,722.95

STA 227+30.99  
288.86' LT

STA 227+36.09  
283.86' LT

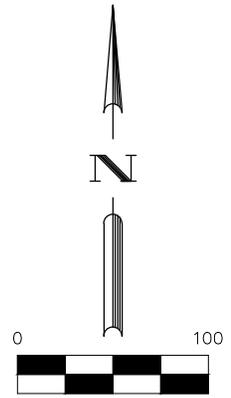
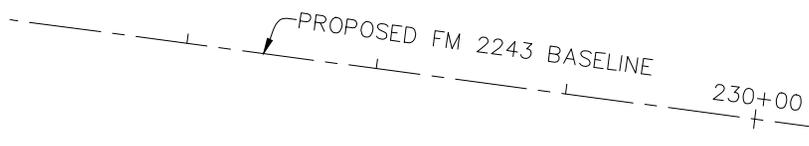
STA 228+78.04  
283.86' LT

**EASEMENT PARCEL**  
**209D PART 2**  
**0.122 ACRE**  
5,315 SQUARE FEET

A PORTION OF THE REMAINDER OF  
A CALLED 168.4 ACRES  
(TRACT ONE)  
CSM-MASON FAMILY, LP  
DOC. NO. 2011086909 O.P.R.W.C.

CSM-MASON FAMILY, LP  
REMAINDER OF A CALLED 168.4 ACRES  
(TRACT ONE)  
DOC. NO. 2011086909 O.P.R.W.C.

CSM-MASON FAMILY, LP  
REMAINDER OF A CALLED 168.4 ACRES  
(TRACT ONE)  
DOC. NO. 2011086909 O.P.R.W.C.



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TBPLS Licensed Surveying Firm No. 10106502

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**PARCEL PLAT SHOWING**  
**EASEMENT PARCEL 209D P2**  
**0.122 ACRE**  
**FM 2243**  
**WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 3 of 4
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LEGEND

- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- E.M. ELECTRIC METER
- ESMT. EASEMENT
- F.H. FIRE HYDRANT
- F.O.M. FIBER OPTIC MARKER
- G.R. GUARD RAIL
- M.H. MANHOLE
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- PED. PEDESTAL
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.O.W. RIGHT-OF-WAY
- S.R.W. STONE RETAINING WALL
- S.V. SPRINKLER VALVE
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- T.V. TELEVISION
- U.C.M. UNDERGROUND CABLE MARKER
- VOL. VOLUME
- W.M. WATER METER
- W.W. WATER WELL
- { } RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP  
DATED MAY 1955 & VOL. 409, PG. 377 D.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FOUND TYPE I TXDOT CONCRETE MONUMENT
- SET 1/2-INCH IRON ROD W/CAP "BGE INC"
- △ CALCULATED POINT
- x — WIRE FENCE
- OHT — OVERHEAD TELEPHONE
- // — EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 83°30'45" E	40.00'
L2	S 37°57'23" E	57.11'
L3	S 82°24'01" E	67.33'
L4	S 07°35'59" W	20.00'
L5	N 82°24'01" W	141.96'
L6	N 37°57'23" W	7.13'
L7	N 06°29'15" E	54.23'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	779.94'	1,105.92'	40°24'26"	N 86°14'50" W	763.88'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C1}		{1,105.92'}			



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PARCEL PLAT SHOWING  
 EASEMENT PARCEL 209D P2  
 0.122 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/20/2022	Page: 4 of 4
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**Commissioners Court - Regular Session**

48.

**Meeting Date:** 06/13/2023

CR 332 Resolution for Condemnation for Electric and Waterline 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 resolution determining the necessity and authorizing the use of eminent domain to condemn for utility easements (0.029 acres, 0.144 acres and 0.117 acres) required for the construction of CR 332. (Rosa Aguado and Pedro Aguado / Parcels 4AE / 4E / 5WE) Funding Source: Road Bonds P366

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 10:54 AM

Started On: 06/07/2023 03:45 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 an aerial electric easement interest to that certain tract of land being 0.029 acres (Parcel 4AE) and waterline easement interest to that certain tracts of land being 0.144 acres (Parcel 4E) and 0.117 acres (Parcel 5WE) described by metes and bounds in Exhibits "A -C" owned by **ROSA AGUADO AND PEDRO AGUADO** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 332 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Bill Gravell, Jr.  
Williamson County Judge





**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

**LEGEND**

○	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 OF NO. GT2100236, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 1, 2021, ISSUE DATE DECEMBER 9, 2021.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. EASEMENTS ARE HEREBY RESERVED AND DEDICATED OVER AND ACROSS A FIFTEEN (15) FOOT STRIP ALONG THE FRONT AND TEN (10) FOOT ALONG EACH SIDE LOT LINE AND A FIFTEEN (15) FOOT ALONG THE REAR LOT LINE FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND REPAIRING, ELECTRIC POWER, GAS, TELEPHONE, WATER, CABLE, COMMUNITY MAILBOX STATION, DRAINAGE AND/OR ANY OTHER SIMILAR UTILITY LINES, FACILITIES, AND SERVICES FOR THE LOTS IN THE SUBDIVISION AS RESERVED IN DECLARATION OF COVENANTS, CONDITION, RESTRICTIONS, & EASEMENTS RECORDED IN DOCUMENT NO. 2003113438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 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.

C. EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2006016024, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL, RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE 1" = 60'  
PROJECT COUNTY ROAD 332  
COUNTY WILLIAMSON

PARCEL 4AE  
0.029 ACRES  
1,250 Sq. Ft.  
PAGE 3 OF 4

EXHIBIT " " **PLAT TO ACCOMPANY PARCEL DESCRIPTION**

- D. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2006062177, 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. 2006062178, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- F. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 20117072308, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.
- G. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 20117072309, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2018112801, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

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*  
 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

DATE **27 FEB 2023**



02/23/2023

**INLAND GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL, RD. STE. 103  
 ROUND ROCK, TX. 78681  
 PH. (512) 238-1200, FAX (512) 238-1251  
 FIRM REGISTRATION NO. 100591-00

SCALE 1" = 60'	PROJECT COUNTY ROAD 332	COUNTY WILLIAMSON	PARCEL 4AE 0.029 ACRES 1,250 Sq. Ft.
PARCEL PLAT SHOWING PROPERTY OF <b>PEDRO AGUADO and ROSA AGUADO</b>			PAGE 4 OF 4

**EXHIBIT B**  
**PROPERTY DESCRIPTION FOR PARCEL 4-E**

DESCRIPTION OF A 0.144 ACRE (6,278 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE G.A. SCHNEIDER SURVEY, ABSTRACT NO. 579 (UNVERIFIED) IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.74 ACRES DESCRIBED IN GENERAL WARRANTY DEED TO PEDRO AGUADO AND ROSA AGUADO RECORDED IN DOCUMENT NO. 2009082892 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.144 ACRE (6,278 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, having grid coordinates of N=10,270,655.35 E=3,158,236.59, 68.00 feet right of C.R. 332 baseline station 36+09.64, in the proposed curving easterly Right-of-Way (ROW) line of County Road (C.R.) 332 (variable width ROW), being the southerly boundary line of that called 5.74 acre tract of land described in Warranty Deed to Pedro Aguado and Rosa Aguado recorded in Document No. 2010029008 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 5.74 acre tract (Doc. 2009082892), for the northwesterly corner of the herein described parcel;

- 1) **THENCE**, departing said proposed ROW line, with the common boundary line of said 5.74 acre tracts, **N 68°36'10" E**, for a distance of **25.28** feet to a calculated point, for the northeasterly corner of the herein described parcel;
- 2) **THENCE**, departing said 5.74 acre (Doc. 2010029008) boundary line, through the interior of said 5.74 acre tract (Doc. 2009082892), with the proposed curving easterly easement line to the left having a radius of **3,907.00** feet, a delta angle of **03°40'59"**, an arc length of **251.14** feet, and a chord which bears **S 14°36'43" E**, a distance of **251.10** feet, to a calculated point in the common boundary line of the remainder of that called 8.23 acre tract of land described in Warranty Deed to Djuanus Keith Thomas and wife Staci Thomas recorded in Document No. 2017066397 of the Official Public Records of Williamson County, Texas, and said 5.74 acre tract (Doc 2009082892), for the southeasterly corner of the herein described parcel;
- 3) **THENCE**, with the common boundary line of said 5.74 acre tract (Doc 2009082892), and said remainder of the 8.23 acre tract, **S 68°36'10" W**, for a distance of **25.09** 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, being an angle point in the existing ROW line of said C.R. 332 (variable width ROW), same being the most westerly northwest corner of the remainder of said 8.23 acre tract, also being the proposed curving ROW line, for the southwesterly corner of the herein described parcel;
- 4) **THENCE**, departing said existing ROW line and said remainder of the 8.23 acre tract, with said proposed curving ROW line, through the interior of said 5.74 acre tract (Doc. 2009082892), having a radius of **3,932.00** feet, a delta angle of **03°39'33"**, an arc length of **251.12** feet, and a chord which bears **N 14°39'19" W**, a distance of **251.08** feet to the **POINT OF BEGINNING**, containing 0.144 acres, (6,278 square feet) of land, more or less.

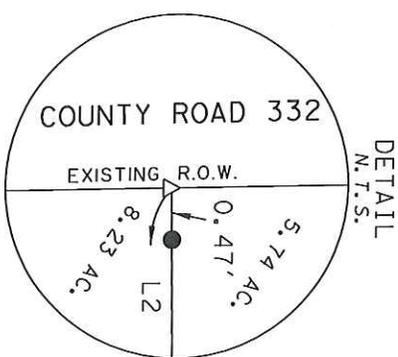
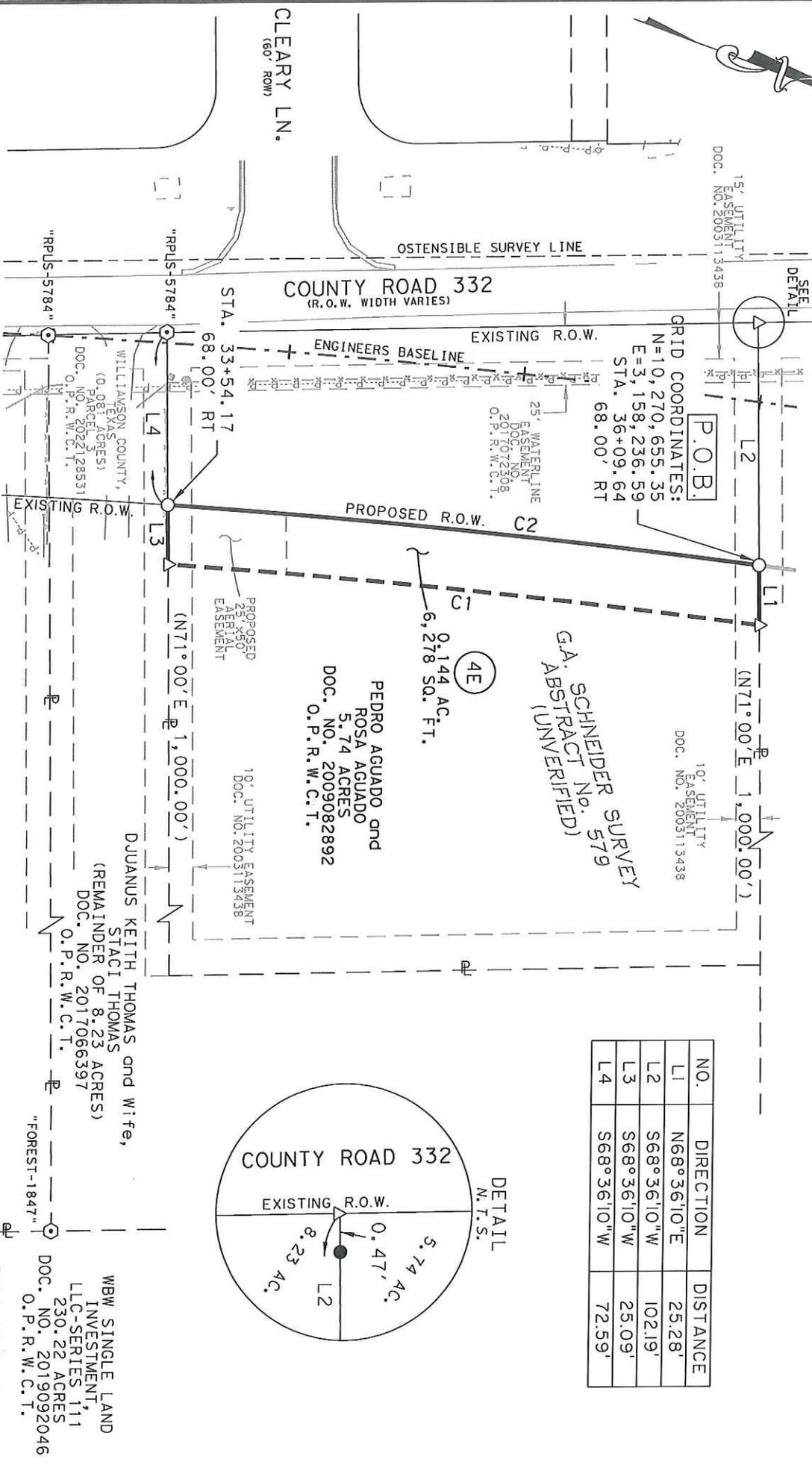


PLAT TO ACCOMPANY PARCEL DESCRIPTION

PEDRO AGUADO and  
ROSA AGUADO  
5.74 ACRES  
DOC. NO. 2010029008  
O.P.R.W.C.T.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°40'59"	3,907.00'	2511.4'	2511.0'	S14°36'43"E
C2	03°39'33"	3,932.00'	2511.2'	251.08'	N14°39'19"W

NO.	DIRECTION	DISTANCE
L1	N68°36'10"E	25.28'
L2	S68°36'10"W	102.19'
L3	S68°36'10"W	25.09'
L4	S68°36'10"W	72.59'



GRID COORDINATES:  
N=10,270,655.35  
E=3,158,236.59  
STA. 36+09.64  
68.00' RT

PARCEL PLAT SHOWING PROPERTY OF

PEDRO AGUADO and ROSA AGUADO

SCALE  
1" = 60'

PROJECT  
COUNTY ROAD 332

COUNTY  
WILLIAMSON

PARCEL 4E  
0.144 ACRES  
6,278 sq. Ft.

REV: 02/20/2023

**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

**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

**LEGEND**

	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		

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C. EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2006016024, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

REV: 02/20/2023

**INLAND GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL RD. STE. 103  
 ROUND ROCK, TX. 78681  
 PH. (512) 238-1200, FAX (512) 238-1251  
 FIRM REGISTRATION NO. 100591-00

SCALE 1" = 60'  
 PROJECT COUNTY ROAD 332  
 COUNTY WILLIAMSON

PARCEL PLAT SHOWING PROPERTY OF  
**PEDRO AGUADO and ROSA AGUADO**  
 PARCEL 4E  
 0.144 ACRES  
 6,278 sq. Ft.  
 PAGE 4 OF 5

EXHIBIT " "   
**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

- D. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2006062177, 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. 2006062178, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- F. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 2017072308, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.
- G. WATER LINE EASEMENT TO LONE STAR REGIONAL WATER AUTHORITY RECORDED IN DOCUMENT NO. 2017072309, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 2018112801, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

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* *27 Feb 2023*

M. STEPHEN TRUESDALE DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 49333  
 LICENSED STATE LAND SURVEYOR  
 INLAND GEODETICS  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681



**INLAND GEODETICS**  
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 ROUND ROCK, TX. 78681  
 PH. (512) 238-1200, FAX (512) 238-1251  
 FIRM REGISTRATION NO. 100591-00

SCALE		PROJECT
1" = 60'	COUNTY ROAD 332	
PARCEL PLAT SHOWING PROPERTY OF		COUNTY
<b>PEDRO AGUADO and ROSA AGUADO</b>		WILLIAMSON

REV: 02/20/2023

PARCEL 4E  
 0.144 ACRES  
 6,278 sq. Ft.  
 PAGE 5 OF 5



PLAT TO ACCOMPANY PARCEL DESCRIPTION

EXHIBIT " "

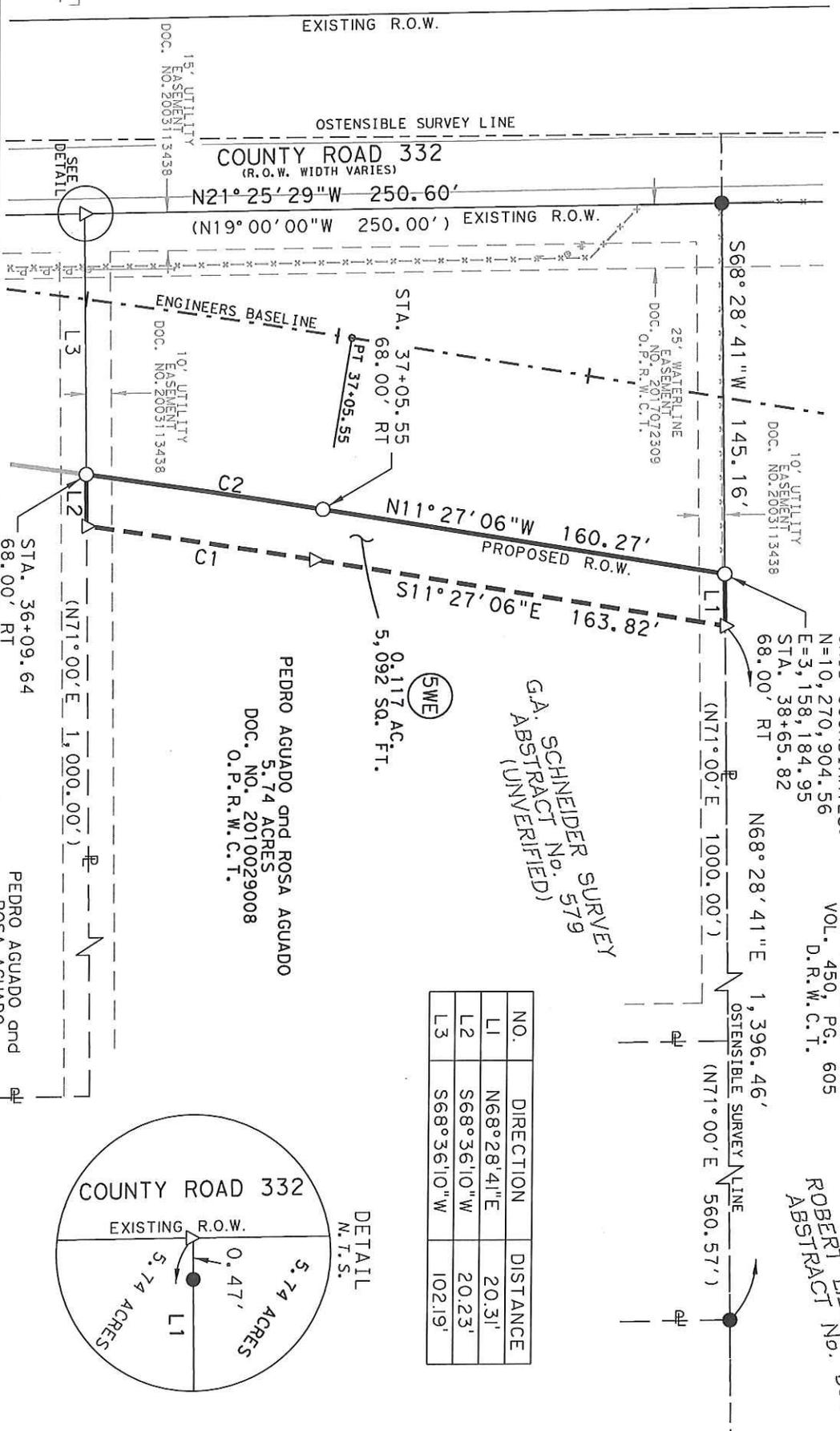
P.O.B.

GRID COORDINATES:

N=10,270,904.56  
E=3,158,184.95  
STA. 38+65.82  
68.00' RT

EMIL J. DANEK  
99.47 AC  
VOL. 450, PG. 605  
D.R.W.C.T.

ROBERT LILE SURVEY  
ABSTRACT No. 391



NO.	DIRECTION	DISTANCE
L1	N68°28'41"E	20.31'
L2	S68°36'10"W	20.23'
L3	S68°36'10"W	102.19'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	0°19'47"	3,912.00'	90.79'	90.79'	S12°07'00"E
C2	0°22'26"	3,932.00'	94.28'	94.28'	N2°08'19"W

PARCEL PLAT SHOWING PROPERTY OF

PEDRO AGUADO and ROSA AGUADO

PROJECT  
COUNTY ROAD 332

COUNTY  
WILLIAMSON

PARCEL SWE  
0.117 ACRES  
5,092 sq. Ft.

07/11/2022

**INLAND U**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD, STE. 103  
ROUND ROCK, TX, 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE  
1" = 60'

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
- ⊙ IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ▲ MAG NAIL FOUND
- ▴ PROPERTY LINE
- ⚡ DENOTES COMMON OWNERSHIP
- LINE BREAK
- P.O.B. POINT OF BEGINNING
- ( ) RECORD INFORMATION
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

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THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. GT100236, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE NOVEMBER 18, 2021, ISSUE DATE NOVEMBER 17, 2021.

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*M. Stephen Truesdale* DATE *20 July 2022*

M. STEPHEN TRUESDALE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
 LICENSED STATE LAND SURVEYOR  
 INLAND GEODETICS, LLC  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681



07/11/2022

**INLAND GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL RD, STE. 103  
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 PH. (512) 238-1200, FAX (512) 238-1251  
 FIRM REGISTRATION NO. 100591-00

SCALE  
 1" = 60'

PARCEL PLAT SHOWING PROPERTY OF  
**PEDRO AGUADO and ROSA AGUADO**

PROJECT  
 COUNTY ROAD 332

COUNTY  
 WILLIAMSON

PARCEL 5WE  
 0.17 ACRES  
 5,092 sq. Ft.  
 PAGE 3 OF 3

**Commissioners Court - Regular Session**

50.

**Meeting Date:** 06/13/2023

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) 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
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**Attachments**

No file(s) attached.

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/08/2023

**Reviewed By**

Becky Pruitt

**Date**

06/08/2023 10:56 AM

Started On: 06/07/2023 03:50 PM

**Commissioners Court - Regular Session**

51.

**Meeting Date:** 06/13/2023

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
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**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

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