# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONERS COURT
# August 8, 2023
# 9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

**1.** Review and approval of minutes.

**2.** Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

**CONSENT AGENDA**
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
( Items 3 – 27 )

**3.** Discuss, consider and take appropriate action on a line item transfer for Constable Pct. 1.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0551.001110 | OVERTIME | $1,000.00 |
| To | 0100.0551.004541 | VEHICLE REPAIRS & MAINT | $1,000.00 |

**4.** Discuss, consider, and take appropriate action on a line item transfer for Veteran Services.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0405.004212 | Postage | $1,250.00 |
| From | 0100.0405.003100 | Office supplies | $500.00 |
| From | 0100.0405.003900 | Membership dues | $200.00 |
| To | 0100.0405.003005 | Office furniture | $1,950.00 |
| From | 0100.0405.004231 | Travel | $1,800.00 |
| To | 0100.0405.003010 | Computer Equipment | $1,800.00 |
| From | 0100.0405.003101 | Educational Aids/Materials | $250.00 |
| From | 0100.0405.003901 | Publication/Books/Periodicals | $100.00 |
| To | 0100.0405.004350 | Printed Materials | $350.00 |

**5.** Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0545.0545.003804 | Immunizations | $3,230.00 |
| From | 0545.0545.003010 | Computer Equipment | $2,861.85 |
| To | 0545.0545.004968 | Care for Animals | $6,091.85 |
| From | 0545.0545.004505 | Software Maintenance | $900.00 |
| From | 0545.0545.004999 | Miscellaneous | $415.00 |
| From | 0545.0545.003011 | Computer Software | $144.00 |
| From | 0545.0545.004544 | Repairs to Office Equipment | $250.00 |
| From | 0545.0545.003901 | Publications | $100.00 |
| From | 0545.0545.004410 | Property Insurance | $50.00 |
| From | 0545.0545.003001 | Small Equipment | $141.00 |
| To | 0545.0545.004100 | Professional Services | $2,000.00 |

**6.** Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0499.004212 | Postage | $2,880.00 |
| To | 0100.0499.003011 | Software | $2,800.00 |

**7.** Discuss, consider, and take appropriate action on a line item transfer for Facilities.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0509.004430 | Utilities | $150,000.00 |
| To | 0100.0509.004510 | Maintenance & Repairs | $150,000.00 |

**8.** Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including one (1) 2007 New Holland Mowing Tractor Vin #2474 and one (1) 2010 Bobcat 2200 UTV Vin# 3690, pursuant to Texas Local Government Code 263.152.

**9.** Discuss, consider, and take appropriate action to approve the County Attorney June 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**10.** Discuss, consider, and take appropriate action to approve the County Attorney July 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**11.** Discuss, consider, and take appropriate action on appointment of Matt Zurek to the Emergency Services District (ESD) #1 Board of Directors, filling the unexpired term of Adam Bryant, with a term effective immediately and ending on December 31, 2024.

**12.** Discuss and take appropriate action regarding setting of Sheriffs' and Constables' Fees to be effective January 1, 2024, as authorized by Local Government Code Section 118.131, and submission of notice of such fees to the Comptroller's Office no later than October 15, 2023.

**13.** Discuss, consider and take appropriate action on accepting (2) Panda Express Chinese Kitchen gift card donations in the amount of $25.00 each to the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

**14.** Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Siena Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

**15.** Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with North Austin Municipal Utility District #1 (Rattan Creek) for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

**16.** Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Siena Municipal Utility District #2 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

**17.** Discuss, consider and take appropriate action regarding approval of an inter-local agreement with the Purchasing Cooperative of America (PCA) for Williamson County's participation in a cooperative purchasing program and authorizing execution of the agreement.

**18.** Discuss, consider, and take appropriate action on approving the purchase from GTS Technology for the total amount of $98,871.90 pursuant to DIR contract #DIR-CPO-4697, and authorizing the purchase detailed in the attached quote.

**19.** Discuss, consider, and take appropriate action on approving the Agreement #2023253 between Williamson County and Presidio Networked Solutions Group, LLC, in the amount of $34,080.00 pursuant to DIR contract #DIR-CPO-4859, and authorizing the execution of the agreement.

**20.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Solid Waste and Recycling Services for Williamson County, under 23RFP101 RFP.

**21.** Discuss, consider and take appropriate action on accepting a report from Hagood Engineering Associates, Change Order No. 1 for the Twin Lakes YMCA Pedestrian Bridge project (P555) for $47,252.55 for revisions to pedestrian bridge. Funding Source is P555.

**22.** Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Change Order No. 3 for the Williamson County River Ranch County Park Corrections project (P315) for a **credit** in the amount of $138,707. Funding Source is P315

**23.** Discuss, consider and take appropriate action on the Amendment to Supplemental Agreement 9 of Williamson County Agreement for Planning, Design and Engineering Services between Williamson County and Design Workshop, Inc. relating to the River Ranch County Park Completion project (315).

**24.** Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between SWCA, Inc. and Williamson County dated February 25, 2020 for County Road 255 Environmental Services. This supplemental is to increase the maximum amount payable to $42,321.63 and to update the rate schedule. Funding source: P546.

**25.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Engineering Services for Planning FM 1431 under RFSQ #23RFSQ102.

**26.** Discuss, consider and take appropriate action on approving second extension to contract #2023158, originally approved on 4/4/2023 in Commissioners Court, Agenda #34, with Tetra Tech, Inc. for Emergency Disaster Debris Monitoring due to winter storm Mara in order to allow time to complete invoicing.

**27.** Discuss, consider and take appropriate action on approval of the final plat for the Weir View Estates Subdivision – Precinct 4.

## REGULAR AGENDA

**28.** Discuss, consider and take appropriate action regarding "Order Calling A Bond Election For November 7, 2023; Designating Voter Centers; Providing for Early Voting and Election Day Voting; Providing for Performance of Required Administrative Duties; Providing for Conducting the Election; and Providing for Other Matters Related to Such Election."

**29.** Discuss and take appropriate action on the Community Development Block Grant FY23 Annual Action Plan.

**30.** Discuss and take appropriate action on the proposed amendments to the FY21 and FY22 Community Development Block Grant (CDBG) project allocation.

**31.** Discuss, consider, and take appropriate action on FY 2024 county supplements for the Williamson County District Judges and Williamson County District Attorney.

**32.** Discuss, consider and take appropriate action on the acceptance of the resignation of Williamson County Veteran Services Director, Juan Amaya, Jr., and take action regarding the hiring and appointment process for a new veterans county service officer to serve as the Williamson County Veterans Services Director.

**33.** Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Taylor for Infrastructure Improvements to the water project serving the community for reimbursement under the American Rescue Plan Act (ARPA).

**34.** Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Bartlett for Infrastructure Improvements to the Wastewater Upgrade Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

**35.** Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Georgetown for Infrastructure Improvements to the Wastewater Upgrade Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

**36.** 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).

**37.** Discuss, consider, and take appropriate action on setting jury pay per HB 3474.

**38.** Discuss, consider and take appropriate action to approve a 2019 Road Bond Transfer to move funds between the projects attached.

**39.** Discuss, consider, and take appropriate action on approving the purchase contract #2023256 for a Portable Traffic Signal System for the Road and Bridge Department from Traffic & Parking Control Co. Inc. in the amount of $181,140.00 pursuant to Buyboard Contract #703-23 and authorizing the execution of the contract.

**40.** Discuss, consider, and take appropriate action on awarding IFB #23IFB90 CR130 Pavement Rehabilitation to Chasco Constructors in the amount of One Million, Three Hundred Seventy-Four Thousand, Four Hundred Seventy-Six Dollars ($1,374,476.00) and authorize execution of the agreement. Funding Source is P626.

**41.** Discuss, consider, and take appropriate action on awarding IFB #23IFB91 O'Connor Dr Milling and Overlay to Texas Materials in the amount of $1,546,417.84 and authorize execution of the agreement.

**42.** Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated March 10, 2020 for Traffic Engineering Services. This Contract Amendment No 3 is to update the rate schedule. Funding source: 01.0200.0210.004100.

**43.** Discuss, consider, and take appropriate action on the East Wilco Highway Connection Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: LRTP Funds or future road bond funds

**44.** Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, K Friese & Associates, Inc. (the Assignor), and K Friese & Associates, LLC (the Assignee) in relation to Transportation Corridor H - Sam Bass Road Project, being dated effective March 13, 2017; Transportation Corridor I2 from US 183 to SH 29 Project, being dated effective March 10, 2020; and On Call Design Engineering Services for Small Drainage and Small Roadway Projects, being dated effective June 2, 2022.

**45.** Discuss, consider, and take appropriate action on authorizing the extension of Utility Coordination for Corridor & Road Bond Projects contract RFQ1811-273, renewal option period 2 until the term ending July 15, 2024, with Cobb, Fendley & Associates, Inc., for the same pricing, terms and conditions as the existing contract and authorize the execution of the agreement.

**46.** Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of ($472,492.20) for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

**47.** Discuss, consider and take appropriate action on a real estate contract with Daniel E. Jones and Donald E. Jones individually and as Independent Administrator of the Estate of Beverly R. Jones (deceased) for 0.434 acres needed as right of way on the Bagdad Road @ CR 279 project (Parcel 17). Funding Source: Road Bonds P343

**48.** Discuss, consider and take appropriate action on a real estate contract with Frederick A. Jay for 2.185 acres needed as right of way for the Hero Way project (Parcel 303). Funding Source: Road Bonds P326

**49.** Discuss, consider and take appropriate action on a claim with Sasha Tingle (Parcel 4) for actual moving expenses of personal property caused by the right of way acquisition. Funding Source: TANS P588

**50.** Discuss, consider and take appropriate action on a real estate contract with Harry Spinner and Judy Spinner for 0.131 acres and 2,998 SF needed as right of way for the Bagdad Rd. @ CR 279 project (Parcel 51). Funding Source: Road Bonds P343

**51.** Hear presentation from the Budget Officer on the 2023-2024 recommended budget.

**52.** Hear a presentation on the 2023 Williamson County no-new-revenue and voter-approval tax rate calculations as presented by Larry Gaddes, Williamson County Tax Assessor/Collector.

**53.** Discuss and hear presentation from the County Auditor's Office regarding Revenue estimates for the 2023-2024 Fiscal Year Budget.

**54.** Discuss, consider, and take appropriate action to include a record vote on a proposed TOTAL maximum tax rate for Williamson County and R/FM for the tax year 2023.

**55.** Discuss, consider, and take appropriate action on scheduling a date and time to hold a public hearing on the proposed tax rate if the proposed maximum TOTAL tax rate exceeds the total no-new-revenue rate of $0.350342.

**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)."***

**56.** 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 Ronald Reagan Widening.
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

q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
r) Discuss the acquisition of right of way for CR 314.

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

**57.** 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 World
b) Project Mellencamp
c) Project Corgi
d) Project Anniversary
e) Project Glee
f) Project Skyfall
g) Project Stamper
h) Project Soul Train
i) Project Dragon

**58.** 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 vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
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-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
8. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
19. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

**c. Administrative Complaints:**

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R

**d. Claims:**

**e. Other:**

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

**59.** 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).

**60.** 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).

**61.** 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).

**62.** Discuss and take appropriate action concerning economic development.

**63.** Discuss and take appropriate action concerning real estate.

**64.** 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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15. 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
16. 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

17. 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

18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

19. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

**c. Administrative Complaints:**

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R

**d. Claims:**

**e. Other:**

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

**65.** 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.

**66.** Comments from Commissioners.

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

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 4th day of August 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:** 08/08/2023

Line Item Transfer for Constable Pct. 1

**Submitted By:** Patrick Youngren, Constable Pct. #1

**Department:** Constable Pct. #1

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Pct. 1.

### Background

The requested line item transfer is necessary to fund vehicle repairs and maintenance as a result of unpredictable mechanical issues and cost increases.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0551.001110 | OVERTIME | $1,000.00 |
| To | 0100.0551.004541 | VEHICLE REPAIRS & MAINT | $1,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 07/31/2023 10:00 AM |
| Budget Office | Saira Hernandez | 08/03/2023 07:45 AM |
| Constable Pct. 1 (Originator) | Patrick Youngren | 08/03/2023 07:49 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 08:49 AM |
| Budget Office | Saira Hernandez | 08/03/2023 08:56 AM |
| Budget Office | Saira Hernandez | 08/03/2023 08:56 AM |
| Form Started By: Patrick Youngren | | Started On: 07/31/2023 09:22 AM |
| Final Approval Date: 08/03/2023 | | |

**Commissioners Court - Regular Session** **4.**

**Meeting Date:** 08/08/2023

Line Item Transfer

**Submitted By:** Misty Cordero-Pierce, Veteran Services

**Department:** Veteran Services

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

We are soon opening our office in the Jester Annex and the line item transfers for Office Furniture and Computer Equipment funds will be used for the set-up of that location. The line item transfer for printed material will be used for new business cards with the additional location printed as well as a new table cover with the new WilCo logo for upcoming events.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0405.004212 | Postage | $1,250.00 |
| From | 0100.0405.003100 | Office supplies | $500.00 |
| From | 0100.0405.003900 | Membership dues | $200.00 |
| To | 0100.0405.003005 | Office furniture | $1,950.00 |
| From | 0100.0405.004231 | Travel | $1,800.00 |
| To | 0100.0405.003010 | Computer Equipment | $1,800.00 |
| From | 0100.0405.003101 | Educational Aids/Materials | $250.00 |
| From | 0100.0405.003901 | Publication/Books/Periodicals | $100.00 |
| To | 0100.0405.004350 | Printed Materials | $350.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 10:23 AM |
| Budget Office | Saira Hernandez | 08/03/2023 08:41 AM |
| Form Started By: Misty Cordero-Pierce | | Started On: 08/02/2023 09:46 AM |
| Final Approval Date: 08/03/2023 | | |

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 08/08/2023

Animal Shelter Line Item Transfer

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

**Department:** Animal Services

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

### Background

The shelter has seen an increase in animals needing care, spay/neuter surgeries, and the cost of materials for the animals has increased. We need to move funds into 4968 and 4100 in order to cover these costs. We propose to move $3,230 from 3804 and $2,861.85 from 3010 to give 4968 $6,091.85 additional funds. We propose to move $900 from 4505, $415 from 4999, $144 from 3011, $250 from 4544, $100 from 3901, $50 from 4410, and $141 from 3001 into 4100. This would give the shelter $8,091.85 to remain out of a deficit and have sufficient supplies for the animals. We are requesting moving these funds in lieu of a budget amendment.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0545.0545.003804 | Immunizations | $3,230.00 |
| From | 0545.0545.003010 | Computer Equipment | $2,861.85 |
| To | 0545.0545.004968 | Care for Animals | $6,091.85 |
| From | 0545.0545.004505 | Software Maintenance | $900.00 |
| From | 0545.0545.004999 | Miscellaneous | $415.00 |
| From | 0545.0545.003011 | Computer Software | $144.00 |
| From | 0545.0545.004544 | Repairs to Office Equipment | $250.00 |
| From | 0545.0545.003901 | Publications | $100.00 |
| From | 0545.0545.004410 | Property Insurance | $50.00 |
| From | 0545.0545.003001 | Small Equipment | $141.00 |
| To | 0545.0545.004100 | Professional Services | $2,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 07/31/2023 02:35 PM |
| Budget Office | Saira Hernandez | 08/03/2023 08:41 AM |
| Form Started By: Misty Valenta | | Started On: 07/31/2023 11:04 AM |
| Final Approval Date: 08/03/2023 | | |

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 08/08/2023

Budget line item transfer

**Submitted For:** Larry Gaddes

**Submitted By:** Mary Greenway, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

### Background

The line item transfer is from line item: 004212 Postage for a total amount of $2800.00 to be moved to line item 003011 Computer Software. This budget transfer is requested to cover the cost of Truth In Taxation software provided by Harris Govern. Our FY 2022/2023 budget included the cost of this software by Harris Govern at a much lower price. This software is needed to complete property tax worksheets for the various taxing entities. Is also will cover the cost of the Citrix charge for RightSignature.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0499.004212 | Postage | $2,880.00 |
| To | 0100.0499.003011 | Software | $2,800.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 09:31 AM |
| Tax Assessor (Originator) | Mary Greenway | 08/02/2023 09:39 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 09:57 AM |
| Budget Office | Saira Hernandez | 08/02/2023 01:00 PM |
| Tax Assessor (Originator) | Mary Greenway | 08/02/2023 03:11 PM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 03:56 PM |
| Budget Office | Saira Hernandez | 08/03/2023 07:55 AM |
| Budget Office | Saira Hernandez | 08/03/2023 08:42 AM |

Form Started By: Mary Greenway Started On: 08/01/2023 02:21 PM

Final Approval Date: 08/03/2023

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 08/08/2023

Line Item Transfer

**Submitted For:** Dale Butler **Submitted By:** Gina Wrehsnig, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Need additional funds for the remainder of the FY for maintenance & repairs.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0509.004430 | Utilities | $150,000.00 |
| To | 0100.0509.004510 | Maintenance & Repairs | $150,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 10:19 AM |
| Budget Office | Saira Hernandez | 08/03/2023 10:23 AM |
| Form Started By: Gina Wrehsnig | | Started On: 08/03/2023 09:17 AM |
| Final Approval Date: 08/03/2023 | | |

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 08/08/2023

VSC Assets for Auction

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including one (1) 2007 New Holland Mowing Tractor Vin #2474 and one (1) 2010 Bobcat 2200 UTV Vin# 3690, pursuant to Texas Local Government Code 263.152.

### Background

Please see the attached list for details.

## Fiscal Impact

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

## Attachments

VSC Assets for Auction

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 08/02/2023 10:20 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 10:21 AM |
| Form Started By: Mary Watson | | Started On: 07/27/2023 09:15 AM |
| Final Approval Date: 08/02/2023 | | |

| | |
|---|---|
| County VIN/Serial Number | HJE072474 |
| Make | New Holland |
| License Plate | NA |
| Year | 2007 |
| Model | TN95DA Mowing Tractor |
| Reason for Status Change | REACHED OPERATIONAL LIFE EXPECTANCY |
| Receiving Department Authorized Signer | |
| Receiving Department Contact Phone Number | |
| Department Authorized Signer | Keith Geer |
| Equipment Unit Number | PJ0704 |
| Method of Status change: This vehicle is to be considered for: (select one) | Sale at the earliest auction |
| Fleet Comments | |
| Comments (mileage, mechanical issues, other info) | VSC Form originally submitted on 6/1/2022. |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Enter Agenda Date: | 8/8/2023 |
| VSC Review | |
| Department | 510 - Parks |
| Receiving Department | |
| Short VIN | 2474 |
| HideFromDelve | Yes |
| Does vehicle have a toll TAG? | No |
| Toll TAG Registration Number | |
| Toll TAG Destroyed | No |
| Title Change Determination: This vehicle is to be considered for | No change needed; current title is still valid |
| Workflow Admin Notes | |
| The listed vehicle was involved in an accident. No pending litigation has been confirmed. | |
| Approval Process Notes | |
| Workflow Stage | Approvals Complete |
| Court Disposition | |
| Court Disposition Comments | |
| Auditor's Process Completed | Yes |
| Fleet Process Completed | Yes |
| Risk Process Completed | Yes |
| Purchasing Process Completed | Yes |

| | |
|---|---|
| Workflow Process Notes | |
| 2021 VSC Workflow | |
| Budget Process Completed | No |
| The listed vehicle was in an accident and no pending litigation has been confirmed | N/A |
| Elected Official/Dept Head/ Authorized Staff Digital Signature | ✔ Keith Geer 7/20/2023 8:47 AM |
| Receiving Department Signature | ✘ |
| Budget Office Signature Acknowledgement | ✘ |
| Authorized Fleet Staff Digital Signature | ✔ Kevin Teller 7/21/2023 7:49 AM |
| Authorizing Risk Employee Signature | ✔ Malea Schmitt 7/24/2023 9:27 AM |
| Auditor's Authorized Employee Signature | ✔ Nancy Schiller 7/25/2023 10:00 AM |
| Purchasing Department Signature | ✔ Mary Watson 7/25/2023 1:31 PM |
| DeparAuthSignedCalculated | No |
| ReceivingDeptauthsigcalculated | EMPTY |
| delete duplicate Unit Number | |
| ID | 48 |
| Version | 8.0 |
| Attachments | True |
| Created | 7/20/2023 8:47 AM |
| Created By | Keith Geer |
| Modified | 7/25/2023 1:31 PM |
| Modified By | Mary Watson |

| | |
|---|---|
| County VIN/Serial Number | A59Z13690 |
| Make | Bobcat |
| License Plate | NA |
| Year | 2010 |
| Model | 2200 UTV |
| Reason for Status Change | REACHED OPERATIONAL LIFE EXPECTANCY |
| Receiving Department Authorized Signer | |
| Receiving Department Contact Phone Number | |
| Department Authorized Signer | Keith Geer |
| Equipment Unit Number | PE1046 |
| Method of Status change: This vehicle is to be considered for: (select one) | Sale at the earliest auction |
| Fleet Comments | |
| Comments (mileage, mechanical issues, other info) | VSC Form originally submitted on 8/5/2022. |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Enter Agenda Date: | 8/8/2023 |
| VSC Review | |
| Department | 510 - Parks |
| Receiving Department | |
| Short VIN | 3690 |
| HideFromDelve | Yes |
| Does vehicle have a toll TAG? | No |
| Toll TAG Registration Number | |
| Toll TAG Destroyed | No |
| Title Change Determination: This vehicle is to be considered for | No change needed; current title is still valid |
| Workflow Admin Notes | |
| The listed vehicle was involved in an accident. No pending litigation has been confirmed. | |
| Approval Process Notes | |
| Workflow Stage | Approvals Complete |
| Court Disposition | |
| Court Disposition Comments | |
| Auditor's Process Completed | Yes |
| Fleet Process Completed | Yes |
| Risk Process Completed | Yes |
| Purchasing Process Completed | Yes |
| Workflow Process Notes | |

| | |
|---|---|
| 2021 VSC Workflow | |
| Budget Process Completed | No |
| The listed vehicle was in an accident and no pending litigation has been confirmed | N/A |
| Elected Official/Dept Head/ Authorized Staff Digital Signature | ✔ Keith Geer 7/20/2023 8:45 AM |
| Receiving Department Signature | ✘ |
| Budget Office Signature Acknowledgement | ✘ |
| Authorized Fleet Staff Digital Signature | ✔ Kevin Teller 7/21/2023 12:54 PM |
| Authorizing Risk Employee Signature | ✔ Malea Schmitt 7/24/2023 8:46 AM |
| Auditor's Authorized Employee Signature | ✔ Nancy Schiller 7/25/2023 10:02 AM |
| Purchasing Department Signature | ✔ Mary Watson 7/25/2023 3:07 PM |
| DeparAuthSignedCalculated | No |
| ReceivingDeptauthsigcalculated | EMPTY |
| delete duplicate Unit Number | |
| ID | 47 |
| Version | 8.0 |
| Attachments | False |
| Created | 7/20/2023 8:45 AM |
| Created By | Keith Geer |
| Modified | 7/25/2023 3:07 PM |
| Modified By | Mary Watson |

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 08/08/2023

County Attorney June 2023 Monthly Report

**Submitted For:** D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

## Information

**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney June 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**Background**

## Fiscal Impact

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

## Attachments

June report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 08:52 AM |
| Form Started By: Stephanie Lloyd | | Started On: 08/02/2023 04:48 PM |
| Final Approval Date: 08/03/2023 | | |

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of June, 2023.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 2nd day of August, 2023, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

| GL Revenue Object | GL Revenue Fund | Receipt Source | Receipt Date | Receipt Number | Receipt Comment | Receipt Amount |
|---|---|---|---|---|---|---|
| 207015 | 0100 | CO ATTY | 02-Jun-2023 | 32896-C | CORRECTION REC 32896-C 06-JUN-2023 | $ 180.00 |
| | | | 09-Jun-2023 | 32927 | 2022-1116, 2022-4457 | $ 120.00 |
| | | | 21-Jun-2023 | 32957 | 2020-1414, 2020-2020, 2022-0717, 2022-1244, 2022-3795 | $ 1,180.00 |
| | | | 27-Jun-2023 | 32976 | 2022-1173 | $ 1,345.82 |
| | | CO ATTY 1 | 08-Jun-2023 | 32924 | Not Available | $ 517.33 |
| | | | | | 2022-2723, 2022-3433 | $ 60.00 |
| | | | 29-Jun-2023 | 32982 | 2021-2236, 2021-3314, 2021-3462, 2022-0039, 2022-1094 | $ 1,895.00 |
| | | CO ATTY 2 | 15-Jun-2023 | 32945 | 2022-2779, 2022-3915, 2023-0792 | $ 426.40 |
| | | | 29-Jun-2023 | 32982 | 2022-2286 | $ 60.00 |
| **207015 Total** | | | | | | **$ 5,784.55** |
| 341300 | 0406 | CO ATTY HC FEES | 06-Jun-2023 | 32910 | HOT CHECKS FEES - MAY 2023 | $ 90.00 |
| **341300 Total** | | | | | | **$ 90.00** |
| 341905 | 0100 | CO ATTY | 01-Jun-2023 | 32896 | 020-3882, 2022-1165, 2022-2906 | $ 180.00 |
| | | | 02-Jun-2023 | 32896-C | CORRECTION REC 32896-C 06-JUN-2023 | ($ 180.00) |
| **341905 Total** | | | | | | **$ .00** |
| 351000 | 0364 | CO ATTY INTERVENTION | 05-Jun-2023 | 32904 | 2019-3459, 2020-3882, 2022-1706, 2022-2723, 2022-3334, 2022-3581, 2022-3749 | $ 3,220.00 |
| | | | 20-Jun-2023 | 32953 | 2020-2020, 2022-0717, 2022-0952, 2022-3307, 2022-3566, 2022-3795, 2022-4335 | $ 2,900.00 |
| | | | 22-Jun-2023 | 32962 | 2022-1696 | $ 500.00 |
| | | | 28-Jun-2023 | 32980 | 2022-2205, 2022-2937, 2022-4281, 2023-0262 | $ 1,860.00 |
| | | | 30-Jun-2023 | 32987 | 2021-2540, 2022-1906, 2022-4173, 2022-4457, 2022-4657 | $ 2,220.00 |
| | | CO ATTY INTERVENTION (1) | 15-Jun-2023 | 32945 | 2021-3215, 2022-2072, 2022-3057, 2022-3112, 2022-3534, 2022-3915 | $ 2,580.00 |
| | | | 26-Jun-2023 | 32973 | 2022-0039, 2022-1555, 2022-2240, 2022-2286 | $ 1,720.00 |
| | | CO ATTY INTERVENTION (2) | 26-Jun-2023 | 32973 | 2022-0310, 2023-0907 | $ 1,000.00 |
| | | CO ATTY INTERVENTION 1 | 13-Jun-2023 | 32937 | 2022-1340 | ($ 140.00) |
| | | CO ATTY INTERVENTION 2 | 08-Jun-2023 | 32924 | 2021-1880, 2022-1116, 2022-1340, 2022-2190, 2022-3744 | $ 2,220.00 |
| | | | 13-Jun-2023 | 32937 | 2022-1361, 2022-3134, 2022-3631, 2022-4021, 2022-4242 | $ 2,220.00 |
| **351000 Total** | | | | | | **$ 20,300.00** |
| **Grand Total** | | | | | | **$ 26,174.55** |

Criminal Restitution June 2023

| Date | Payor | Amount | Case # | Deposit Date |
|---|---|---|---|---|
| 5/31/2023 | Arnold Ntaganda | $ 60.00 | 2020-3882 | 6/1/2023 |
| 5/30/2023 | Elma Nedia Gonzalez | $ 60.00 | 2022-1165 | 6/1/2023 |
| 5/30/2023 | Lorena Petra Villalon Arriaga | $ 60.00 | 2022-2906 | 6/1/2023 |
| | | **$ 180.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 6/1/2023 | Leonardo David Garcia-Sanchez | $ 60.00 | 2022-2723 | 6/6/2023 |
| 6/2/2023 | Mitchell William Reid | $ 517.33 | 2022-3433 | 6/6/2023 |
| | | **$ 577.33** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 6/7/2023 | Christopher Rene Sanchez | $ 60.00 | 2022-1116 | 6/8/2023 |
| 6/6/2023 | Chad Maurice Walters | $ 60.00 | 2022-4457 | 6/8/2023 |
| | | **$ 120.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 6/12/2023 | Arriss Haroun Kahia | $ 166.40 | 2022-2779 | 6/13/2023 |
| 6/12/2023 | Amanda Christine Birmingham | $ 60.00 | 2022-3915 | 6/13/2023 |
| 6/12/2023 | Ronald Jermain Nash | $ 200.00 | 2023-0792 | 6/13/2023 |
| | | **$ 426.40** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 6/15/2023 | Arthur Franklin Loy | $ 500.00 | 2020-1414 | 6/20/2023 |
| 6/15/2023 | Joanna Lee Raya | $ 60.00 | 2020-2020 | 6/20/2023 |
| 6/15/2023 | Elisia Robin Taylor | $ 60.00 | 2022-0717 | 6/20/2023 |
| 6/15/2023 | Taylor Moore Jones, II | $ 500.00 | 2022-1244 | 6/20/2023 |
| 6/16/2023 | Delmer J Giron | $ 60.00 | 2022-3795 | 6/20/2023 |
| | | **$ 1,180.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 6/20/2023 | Roberto Moody Sanchez | $ 1,345.82 | 2022-1173 | 6/22/2023 |
| | | **$ 1,345.82** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 6/22/2023 | Joseph Andrew Juarez | $ 125.00 | 2021-2236 | 6/27/2023 |
| 6/23/2023 | Juan Pablo Fajardo | $ 500.00 | 2021-3314 | 6/27/2023 |
| 6/22/2023 | Dagoberto Paloma-Dorado | $ 1,000.00 | 2021-3462 | 6/27/2023 |
| 6/22/2023 | Jorden Rae Huddleston | $ 60.00 | 2022-0039 | 6/27/2023 |
| 6/26/2023 | Michael Edward Reynolds, Jr | $ 210.00 | 2022-1094 | 6/27/2023 |
| | | **$ 1,895.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 6/28/2023 | Teresa Gonzalez | $ 60.00 | 2022-2286 | 6/29/2023 |
| | | **$ 60.00** | | |

# Disbursement Summary

TXWILLIAMSONPROD

Collection Date Range: **05/01/2023 - 05/31/2023** **Ignore Tender Holds: No** **Final Copy**

**County Attorney** **County Attorney Bank**

**Williamson County Treasurer - HC**

*Disbursement Summary*

| Code Word | Description | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|---|
| CHKFEE | Check Fee | 90.00 | 0.00 | 0.00 | 0.00 | 90.00 |

| Disbursement Summary Totals | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|
| | 90.00 | 0.00 | 0.00 | 0.00 | 90.00 |

## Disbursement Detail

| Check ID Number | Defendant | Code | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|---|---|
| 22-00099 | FAURE, STEPHANIE D (PID #: 973662) | CHKFEE | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 |
| 23-00014 | FULTON, KENNETH GREGG (PID #: 1707106) | CHKFEE | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 |
| 23-00020 | Huckabay, Holly (PID #: 1894031) | CHKFEE | 30.00 | 0.00 | 0.00 | 0.00 | 30.00 |
| **Totals:** | | | **90.00** | **0.00** | **0.00** | **0.00** | **90.00** |

PTI Fees June 2023

| date | payor | amount | control # | deposit date |
|---|---|---|---|---|
| 6/1/2023 | Truett Alexander Harris | $ 500.00 | 2019-3459 | 6/2/2023 |
| 5/31/2023 | Arnold Ntaganda | $ 500.00 | 2020-3882 | 6/2/2023 |
| 5/31/2023 | John Michael Rodriguez | $ 500.00 | 2022-1706 | 6/2/2023 |
| 6/1/2023 | Leonardo David Garcia-Sanchez | $ 360.00 | 2022-2723 | 6/2/2023 |
| 6/1/2023 | Abel Martinez Rodriguez | $ 360.00 | 2022-3334 | 6/2/2023 |
| 6/1/2023 | William Arnold Hoefferle | $ 500.00 | 2022-3581 | 6/2/2023 |
| 5/31/2023 | Dylan Ariel Tamez | $ 500.00 | 2022-3749 | 6/2/2023 |
| | | **$ 3,220.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/6/2023 | Jackson Cole Windham | $ 360.00 | 2021-1880 | 6/7/2023 |
| 6/6/2023 | Christopher Rene Sanchez | $ 500.00 | 2022-1116 | 6/7/2023 |
| 6/5/2023 | Jackson Douglas Berndlmaier | $ 500.00 | 2022-1340 | 6/7/2023 |
| 6/5/2023 | Johnnie Baylor | $ 360.00 | 2022-2190 | 6/7/2023 |
| 6/6/2023 | Jose Oscar Alvarado-Rivera | $ 500.00 | 2022-3744 | 6/7/2023 |
| | | **$ 2,220.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/8/2023 | Joaquin S Villarreal | $ 500.00 | 2022-1361 | 6/9/2023 |
| 6/7/2023 | Ashley Marie Jennings | $ 360.00 | 2022-3134 | 6/9/2023 |
| 6/7/2023 | Hailey Brooke Marek | $ 500.00 | 2022-3631 | 6/9/2023 |
| 6/8/2023 | Sreenivasulu Yamdati | $ 500.00 | 2022-4021 | 6/9/2023 |
| 6/7/2023 | Cindy Marie Allen | $ 360.00 | 2022-4242 | 6/9/2023 |
| | | **$ 2,220.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/7/2023 | Jackson Douglas Berndlmaier | $ (140.00) | 2022-1340 | 6/9/2023 |
| | | **$ (140.00)** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/12/2023 | Darlin Kuway | $ 360.00 | 2021-3215 | 6/14/2023 |
| 6/13/2023 | Quinton Jerrod Black | $ 500.00 | 2022-2072 | 6/14/2023 |
| 6/12/2023 | Alicia Andrea Ayon | $ 360.00 | 2022-3057 | 6/14/2023 |
| 6/13/2023 | Ashley Brook Bailey | $ 360.00 | 2022-3112 | 6/14/2023 |
| 6/13/2023 | Kevin C Majekodunmi | $ 500.00 | 2022-3534 | 6/14/2023 |
| 6/12/2023 | Amanda Christine Birmingham | $ 500.00 | 2022-3915 | 6/14/2023 |
| | | **$ 2,580.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/15/2023 | Joanna Lee Raya | $ 180.00 | 2020-2020 | 6/16/2023 |
| 6/15/2023 | Elisia Robin Taylor | $ 360.00 | 2022-0717 | 6/16/2023 |
| 6/15/2023 | Natasha Nicole Rubio | $ 360.00 | 2022-0952 | 6/16/2023 |
| 6/15/2023 | Eric Bradley Lamont | $ 500.00 | 2022-3307 | 6/16/2023 |

| | | | | |
|---|---|---|---|---|
| 6/15/2023 | Martha Koku Exius | $ 500.00 | 2022-3566 | 6/16/2023 |
| 6/15/2023 | Delmer J Giron | $ 500.00 | 2022-3795 | 6/16/2023 |
| 6/14/2023 | Marci Dawn Davis | $ 500.00 | 2022-4335 | 6/16/2023 |
| | | **$ 2,900.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/20/2023 | Anthony Louis Johnson | $ 500.00 | 2022-1696 | 6/21/2023 |
| | | **$ 500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/22/2023 | Jorden Rae Huddleston | $ 500.00 | 2022-0039 | 6/23/2023 |
| 6/22/2023 | John Alan Henderson | $ 360.00 | 2022-1555 | 6/23/2023 |
| 6/21/2023 | Melanie Ann Hernandez | $ 360.00 | 2022-2240 | 6/23/2023 |
| 6/22/2023 | Teresa Gonzalez | $ 500.00 | 2022-2286 | 6/23/2023 |
| | | **$ 1,720.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/23/2023 | Joel Otowoma Bikundo | $ 500.00 | 2022-0310 | 6/26/2023 |
| 6/23/2023 | Kayla Monique Ketchum | $ 500.00 | 2023-0907 | 6/26/2023 |
| | | **$ 1,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/27/2023 | Donald Lee Rollish | $ 500.00 | 2022-2205 | 6/28/2023 |
| 6/26/2023 | Blake Alexander Dukes-Brown | $ 500.00 | 2022-2937 | 6/28/2023 |
| 6/27/2023 | Alyssa Luna | $ 500.00 | 2022-4281 | 6/28/2023 |
| 6/27/2023 | Thomas Mooney | $ 360.00 | 2023-0262 | 6/28/2023 |
| | | **$ 1,860.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 6/29/2023 | Patrice Feunkeu-Nguetsop | $ 360.00 | 2021-2540 | 6/30/2023 |
| 6/29/2023 | Jose Jaimes Maldonado | $ 500.00 | 2022-1906 | 6/30/2023 |
| 6/28/2023 | Jovan Imani Bowser | $ 360.00 | 2022-4173 | 6/30/2023 |
| 6/28/2023 | Chad Maurice Walters | $ 500.00 | 2022-4457 | 6/30/2023 |
| 6/28/2023 | Daveda Charlene Dean | $ 500.00 | 2022-4657 | 6/30/2023 |
| | | **$ 2,220.00** | | |

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 08/08/2023

County Attorney July 2023 Monthly Report

**Submitted For:** D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney July 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**Background**

---

**Fiscal Impact**

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

**Attachments**

July report

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 08:53 AM |
| Form Started By: Stephanie Lloyd | | Started On: 08/02/2023 04:49 PM |
| Final Approval Date: 08/03/2023 | | |

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of July, 2023.

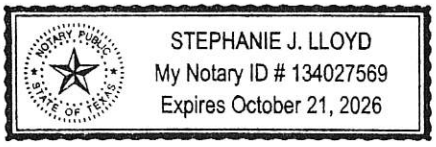
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 2nd day of August, 2023, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



| GL Revenue Object | GL Revenue Fund | Receipt Source | Receipt Date | Receipt Number | Receipt Comment | Receipt Amount |
|---|---|---|---|---|---|---|
| 207015 | 0100 | CO ATTY | 07-Jul-2023 | 33005 | 2021-2236, 2021-2540, 2022-3738, 2023-1297 | $ 485.00 |
| | | | 13-Jul-2023 | 33027 | 2022-2671, 2022-4337, 2023-1053 | $ 1,692.88 |
| | | | 14-Jul-2023 | 33031 | 2022-3174, 2022-4015, 2022-4627 | $ 180.00 |
| | | | 18-Jul-2023 | 33041 | 2022-3621, 2022-4222, 2022-4533 | $ 180.00 |
| | | | 24-Jul-2023 | 33068 | 2022-3595 | $ 1,615.98 |
| | | | 25-Jul-2023 | 33072 | 2022-1501, 2022-3700, 2022-4484 | $ 180.00 |
| **207015 Total** | | | | | | **$ 4,333.86** |
| 341300 | 0406 | CO ATTY HC FEES | 06-Jul-2023 | 33001 | HOT CHECKS - JUNE 2023 | $ 100.00 |
| **341300 Total** | | | | | | **$ 100.00** |
| 351000 | 0364 | CO ATTY INTERVENTION | 03-Jul-2023 | 32994 | 2020-2020 | $ 180.00 |
| | | | 05-Jul-2023 | 32998 | 2022-0067, 2022-3205, 2022-3738 | $ 1,500.00 |
| | | | 13-Jul-2023 | 33027 | 2020-1576, 2021-2466, 2021-3481, 2022-2465, 2022-3174, 2022-3506, 2022-4015 | $ 3,360.00 |
| | | | 20-Jul-2023 | 33053 | 2022-1501, 2022-3323, 2022-4420, 2022-4702, 2023-1666 | $ 2,360.00 |
| | | | 21-Jul-2023 | 33060 | 2021-0785, 2023-1136, 2022-0082, 2022-1907, 2022-3869, 2022-4717, 2023-0384, 2023-1122, 2023-1169 | $ 4,080.00 |
| | | | 24-Jul-2023 | 33068 | 2022-4484 | $ 360.00 |
| | | | 26-Jul-2023 | 33076 | 2022-0389; 2022-2846; 2023-0023 | $ 1,220.00 |
| | | | 28-Jul-2023 | 33084 | 2022-1112; 2022-2136; 2022-2676; 2022-4879 | $ 1,720.00 |
| | | CO ATTY INTERVENTION 1 | 10-Jul-2023 | 33013 | REC. 2022-0507, 2022-4488 | $ 860.00 |
| | | | 18-Jul-2023 | 33041 | 2022-1267, 2022-3528, 2022-4222, 2022-4533, 2022-4627 | $ 2,080.00 |
| | | CO ATTY INTERVENTION 2 | 10-Jul-2023 | 33013 | REC. 2022-2188, 2022-3700 | $ 1,000.00 |
| | | | 18-Jul-2023 | 33041 | 2022-3528 | ($ 140.00) |
| **351000 Total** | | | | | | **$ 18,580.00** |
| **Grand Total** | | | | | | **$ 23,013.86** |

Criminal Restitution July 2023

| Date | Payor | Amount | Case # | Deposit Date |
|---|---|---|---|---|
| 6/30/2023 | Joseph Andrew Juarez | $ 125.00 | 2021-2236 | 7/7/2023 |
| 6/29/2023 | Patrice Fuenkeu-Nguetsop | $ 240.00 | 2021-2540 | 7/7/2023 |
| 7/3/2023 | Heather Lee Dyer | $ 60.00 | 2022-3738 | 7/7/2023 |
| 7/2/2023 | Stephanie Jo Johnson | $ 60.00 | 2023-1297 | 7/7/2023 |
| | | **$ 485.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 7/7/2023 | Arrin Albert Haegely | $ 400.00 | 2022-2671 | 7/11/2023 |
| 7/8/2023 | Andrew Jackson Spell | $ 60.00 | 2022-4337 | 7/11/2023 |
| 7/6/2023 | Albert Navarro | $ 1,232.88 | 2023-1053 | 7/11/2023 |
| | | **$ 1,692.88** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 7/11/2023 | Clifton Alexander Turner | $ 60.00 | 2022-3174 | 7/13/2023 |
| 7/11/2023 | Gilberto Perez | $ 60.00 | 2022-4015 | 7/13/2023 |
| 7/12/2023 | Brittany Ann McGehee | $ 60.00 | 2022-4627 | 7/13/2023 |
| | | **$ 180.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 7/13/2023 | Henry Uhlaender | $ 60.00 | 2022-3621 | 7/18/2023 |
| 7/13/2023 | Jake Morrison Terry | $ 60.00 | 2022-4222 | 7/18/2023 |
| 7/14/2023 | Elizabeth Marie Diaz | $ 60.00 | 2022-4533 | 7/18/2023 |
| | | **$ 180.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 7/18/2023 | George Martinez-Garcia | $ 1,615.98 | 2022-3595 | 7/20/2023 |
| | | **$ 1,615.98** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 7/20/2023 | Ethan Charles Fry | $ 60.00 | 2022-1501 | 7/25/2023 |
| 7/20/2023 | Samantha Skaggs | $ 60.00 | 2022-3700 | 7/25/2023 |
| 7/21/2023 | Maria Magdalena Perez | $ 60.00 | 2022-4484 | 7/25/2023 |
| | | **$ 180.00** | | |

**County Attorney** **County Attorney Bank**

**Williamson County Treasurer - HC**

***Disbursement Summary***

| Code Word | Description | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|---|
| CHKFEE | Check Fee | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 |

| Disbursement Summary Totals | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|
| | 100.00 | 0.00 | 0.00 | 0.00 | 100.00 |

**Disbursement Detail**

| Check ID Number | Defendant | Code | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|---|---|
| 23-00027 | Berryman, Andrea Joyce (PID #: 1777408) | CHKFEE | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 |
| 23-00034 | Salyer, James D (PID #: 320389) | CHKFEE | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 |
| **Totals:** | | | **100.00** | **0.00** | **0.00** | **0.00** | **100.00** |

PTI Fees July 2023

| date | payor | amount | control # | deposit date |
|---|---|---|---|---|
| 6/30/2023 | Joanna Lee Raya | $ 180.00 | 2020-2020 | 7/3/2023 |
| | | **$ 180.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/3/2023 | Jared M Plank | $ 500.00 | 2022-0067 | 7/5/2023 |
| 7/3/2023 | James Robert Brooks | $ 500.00 | 2022-3205 | 7/5/2023 |
| 7/3/2023 | Heather Lee Dyer | $ 500.00 | 2022-3738 | 7/5/2023 |
| | | **$ 1,500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/6/2023 | Eric Eliott Wise | $ 500.00 | 2022-0507 | 7/7/2023 |
| 7/5/2023 | Denisce Carolina Gonzalez | $ 360.00 | 2022-4488 | 7/7/2023 |
| | | **$ 860.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/7/2023 | Jason Lamont Goldsmith | $ 500.00 | 2022-2188 | 7/10/2023 |
| 7/7/2023 | Samantha Skaggs | $ 500.00 | 2022-3700 | 7/10/2023 |
| | | **$ 1,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/11/2023 | David Anthony Jones | $ 500.00 | 2020-1576 | 7/12/2023 |
| 7/11/2023 | Javard Trey Mitchell | $ 500.00 | 2021-2466 | 7/12/2023 |
| 7/10/2023 | Lori Ann Williams Ingram | $ 500.00 | 2021-3481 | 7/12/2023 |
| 7/11/2023 | Noah Moore | $ 360.00 | 2022-2465 | 7/12/2023 |
| 7/11/2023 | Clifton Alexander Turner | $ 500.00 | 2022-3174 | 7/12/2023 |
| 7/10/2023 | Rachael Nicole Rayburn | $ 500.00 | 2022-3506 | 7/12/2023 |
| 7/11/2023 | Gilberto Perez | $ 500.00 | 2022-4015 | 7/12/2023 |
| | | **$ 3,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/13/2023 | Savannah Lena Johnson | $ 500.00 | 2022-1267 | 7/14/2023 |
| 7/13/2023 | Trista Sunshine Hewitt | $ 500.00 | 2022-3528 | 7/14/2023 |
| 7/13/2023 | Jake Morrison Terry | $ 360.00 | 2022-4222 | 7/14/2023 |
| 7/13/2023 | Elizabeth Marie Diaz | $ 360.00 | 2022-4533 | 7/14/2023 |
| 7/12/2023 | Brittany Ann McGehee | $ 360.00 | 2022-4627 | 7/14/2023 |
| | | **$ 2,080.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/14/2023 | Trista Sunshine Hewitt | $ (140.00) | 2022-3528 | 7/17/2023 |
| | | **$ (140.00)** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/18/2023 | Ethan Charles Fry | $ 500.00 | 2022-1501 | 7/19/2023 |
| 7/18/2023 | Thomas Michael Clark | $ 500.00 | 2022-3323 | 7/19/2023 |
| 7/18/2023 | Winter Isabella Lomme | $ 360.00 | 2022-4420 | 7/19/2023 |

| | | | | |
|---|---|---|---|---|
| 7/17/2023 | Marcos David Williamson | $ 500.00 | 2022-4702 | 7/19/2023 |
| 7/18/2023 | Jewel Akoto Addo-Asare | $ 500.00 | 2023-1666 | 7/19/2023 |
| | | **$ 2,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/20/2023 | Patricia Jean Gladding | $ 360.00 | 2021-0785 | 7/21/2023 |
| 7/20/2023 | Armando Garcia-Lazaro | $ 500.00 | 2021-1136 | 7/21/2023 |
| 7/19/2023 | Nicholas Chase McFall | $ 500.00 | 2022-0082 | 7/21/2023 |
| 7/20/2023 | Jazmyne Walker | $ 360.00 | 2022-1907 | 7/21/2023 |
| 7/19/2023 | Nicole Iliane Surginer | $ 360.00 | 2022-3869 | 7/21/2023 |
| 7/20/2023 | Shirin Batoei | $ 500.00 | 2022-4717 | 7/21/2023 |
| 7/19/2023 | Tonya Yvonne Garza | $ 500.00 | 2023-0384 | 7/21/2023 |
| 7/20/2023 | Victoria V Wullenjohn | $ 500.00 | 2023-1122 | 7/21/2023 |
| 7/20/2023 | Peyton Troy Cade | $ 500.00 | 2023-1169 | 7/21/2023 |
| | | **$ 4,080.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/21/2023 | Maria Magdalena Perez | $ 360.00 | 2022-4484 | 7/24/2023 |
| | | **$ 360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/24/2023 | Jayla Gallegos | $ 360.00 | 2022-0389 | 7/26/2023 |
| 7/25/2023 | Sidnie Kristine Richardson | $ 500.00 | 2022-2846 | 7/26/2023 |
| 7/24/2023 | Elena Rhoads | $ 360.00 | 2023-0023 | 7/26/2023 |
| | | **$ 1,220.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 7/26/2023 | Carlyn Morgan | $ 360.00 | 2022-1112 | 7/28/2023 |
| 7/27/2023 | Surendra Kotte | $ 500.00 | 2022-2136 | 7/28/2023 |
| 7/27/2023 | Michele Elkins | $ 360.00 | 2022-2676 | 7/28/2023 |
| 7/26/2023 | Colleen Rachelle Tawater | $ 500.00 | 2022-4879 | 7/28/2023 |
| | | **$ 1,720.00** | | |

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 08/08/2023

ESD #1 Board Appointment

**Submitted For:** Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

**Department:** Commissioner Pct. #1

**Agenda Category:** Consent

## Information

**Agenda Item**

Discuss, consider, and take appropriate action on appointment of Matt Zurek to the Emergency Services District (ESD) #1 Board of Directors, filling the unexpired term of Adam Bryant, with a term effective immediately and ending on December 31, 2024.

**Background**

## Fiscal Impact

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

## Attachments

Matt Zurek bio

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 09:21 AM |
| Form Started By: Garry Brown | | Started On: 08/01/2023 01:04 PM |
| Final Approval Date: 08/02/2023 | | |

# Bio - Matt Zurek

Matt grew up in northern Illinois and graduated from Lake Zurich High School in 1975. He went on to college at Eureka College and graduated in 1979 with a B.S. in Biology and Health Sciences.

Matt continued his education with a B.S. degree in Physical Therapy from the UT Southwestern Medical Center Dallas in 1983. He returned to Illinois to begin his career path at the University of Illinois Hospital in Chicago.

He returned to Texas in 1990 as a National Vice President of Clinical Quality for the Healthsouth Corporation. In 2007, Matt joined the Texas Division of  Workers Compensation becoming the Deputy Commissioner of Healthcare Management. He retired in 2022

Matt and his wife Molly have lived in the Forest North neighborhood since 1995. They have raised 3 sons, all graduating from McNeil High School. Matt coached baseball and football for a decade at the Town and Country Optimist Club.

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 08/08/2023

2024 Constable & Sheriff Fees

**Submitted By:** Patrick Youngren, Constable Pct. #1

**Department:** Constable Pct. #1

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss and take appropriate action regarding setting of Sheriffs' and Constables' Fees to be effective January 1, 2024, as authorized by Local Government Code Section 118.131, and submission of notice of such fees to the Comptroller's Office no later than October 15, 2023.

**Background**

A review of the service fees charged by the Williamson County Constables and Sheriff has been conducted. All fees were found to be comparable to those of other Texas counties. As a result, we respectfully request the Commissioner's Court adopt the fee schedule, with no increase in fees charged for 2024. To avoid excessive fee collection, a cap of $10,000 (per writ) was added to the commission charged on writs of execution and orders of sale. All four Constables have agreed to the proposed fee schedule. The Sheriff has not requested any changes to the fees assessed by his department.

The Auditor's office has conducted a review of the attached fee schedule and concluded the fees are reasonable to cover the cost of providing the services. Legal has also reviewed the proposal.

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**Fiscal Impact**

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

**Attachments**

Constable & Sheriff Fees 2024

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 07/31/2023 09:59 AM |
| Form Started By: Patrick Youngren | | Started On: 07/28/2023 11:18 AM |
| Final Approval Date: 07/31/2023 | | |

# CONSTABLE & SHERIFF FEE SCHEDULE

**Charged by the Constables and Sheriff of Williamson County**

**Effective January 1, 2024**

| | |
|---|---|
| Citation, Justice, County, District, Probate, Forcible Entry & Detainer (Including by publication and posting) | $80.00 |
| Subpoenas & Summons (Civil) | $80.00 |
| Writ of Possession ‡ | $200.00 |
| Precept | $150.00 |
| Writ of Execution & Order of Sale ** | $200.00 |
| Turn over order ‡ | $150.00 |
| Posting Sale Notice | $30.00 |
| Notice | $80.00 |
| Protective Order (charged to the respondent) | $150.00 |
| Writ of Attachment ‡ | $200.00 |
| Writ of Sequestration ‡ | $200.00 |
| Writ of Re-entry ‡ | $200.00 |
| Writ of Garnishment | $150.00 |
| Writ of Retrieval / Order of Retrieval ‡ | $200.00 |
| Distress Warrant | $200.00 |
| Tax Warrant | $150.00 |
| Injunction & Temporary Restraining Order ‡ | $150.00 |
| Interrogatories ‡ | $150.00 |
| Civil Show Cause & Notice of Hearing | $150.00 |
| Executing Bill of Sale / Deed | $30.00 |
| All other writs ‡ | $200.00 |
| Fingerprints | $5.00 |
| Accident Report | $6.00 |
| Character Letter | $6.00 |
| Alarms | $25.00 |
| Dangerous Dog Registration (annually) | $150.00 |

** County commission due based on percent of monies collected: 10 percent up to and including $20,000 & 4 percent of amounts over $20,000. Total commission per writ not to exceed $10,000.

** Cancelation Fee $500.00 – Writ of Execution & Order of Sale (Excludes Tax Writs & Tax Foreclosure Order of Sale) with Judgment Creditors direction to withhold or release levy, withhold collection, cancel, or recall without collection of judgment and cost shall include all cost incurred and cancelation fee.

‡ For Writs and Orders served which exceed two hours, an additional fee of $75/hour/Deputy is required to perform the service. If ordered by the court to transport to or from out of county Court of Jurisdiction, a fee per hour, per Deputy, plus mileage at IRS allowable rate, plus incurred lodging costs.

For court ordered assistance a fee of $75/hour/Deputy is required to perform the service.

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 08/08/2023

Panda Express gift card donation for Sheriff's Office

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

**Department:** Sheriff

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on accepting (2) Panda Express Chinese Kitchen gift card donations in the amount of $25.00 each to the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

### Background

A kind citizen gave a Sheriff's Office Patrol Sergeant two $25.00 Panda Express Chinese Kitchen gift cards to show their appreciation and support of law enforcement.

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## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:00 AM |
| Form Started By: Starla Hall | | Started On: 08/03/2023 10:18 AM |
| Final Approval Date: 08/03/2023 | | |

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 08/08/2023

Siena MUD #1 Standard Agreement for County Sheriff

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

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Siena Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

### Background

This renewal agreement gives permission for Siena MUD #1 to contract County Sheriff Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27)

## Fiscal Impact

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

## Attachments

Siena MUD #1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 07/31/2023 02:32 PM |
| Form Started By: Starla Hall | | Started On: 07/27/2023 03:12 PM |
| Final Approval Date: 07/31/2023 | | |

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|---|---|---|
| **STATE OF TEXAS** | § | **STANDARD AGREEMENT WITH** |
| | § | **LOCAL GOVERNMENTAL ENTITY** |
| | § | **REGARDING OFF-DUTY** |
| | § | **CONTRACTING OF COUNTY** |
| **COUNTY OF WILLIAMSON** | § | **SHERIFF DEPUTIES** |

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin October 1 ,2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024,

and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. 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.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

**LGE:**

Name of LGE: Siena Municipal Utility District No. 1

Signature: _____

Printed Name: Douglas Kuenstler

Title: President, Board of Directors

Date: July 19, 2023

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: July 31, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENT ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 08/08/2023

North Austin MUD #1 (Rattan Creek) Standard Agreement for County Sheriff

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

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with North Austin Municipal Utility District #1 (Rattan Creek) for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

### Background

This renewal agreement gives permission for North Austin MUD #1 (Rattan Creek) to contract County Sheriff Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

## Fiscal Impact

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

## Attachments

North Austin MUD #1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 07/31/2023 02:33 PM |
| Form Started By: Starla Hall | | Started On: 07/27/2023 03:25 PM |
| Final Approval Date: 07/31/2023 | | |

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| **STATE OF TEXAS** | § | **STANDARD AGREEMENT WITH** |
| | § | **LOCAL GOVERNMENTAL ENTITY** |
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| **COUNTY OF WILLIAMSON** | § | **SHERIFF DEPUTIES** |

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1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

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and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. 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.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

**LGE:**

Name of LGE: North Austin Municipal Utility District No. 1

Signature: _____

Printed Name: Don Conklin

Title: President, Board of Directors

Date: July 19, 2023

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: July 31, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENT ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 08/08/2023

Siena MUD #2 Standard Agreement for County Sheriff

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

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Siena Municipal Utility District #2 for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

### Background

This renewal agreement gives permission for Siena MUD #2 to contract County Sheriff Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

## Fiscal Impact

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

## Attachments

Siena MUD #2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 07/31/2023 02:34 PM |
| Form Started By: Starla Hall | | Started On: 07/27/2023 03:43 PM |
| Final Approval Date: 07/31/2023 | | |

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| **STATE OF TEXAS** | § | **STANDARD AGREEMENT WITH** |
| | § | **LOCAL GOVERNMENTAL ENTITY** |
| | § | **REGARDING OFF-DUTY** |
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11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

**LGE:**

Name of LGE: Siena Municipal Utility District No. 2

Signature: _____

Printed Name: ~~David Anthony Stein~~ Adam Krueger

Title: Vice President, Board of Directors

Date: July 19, 2023

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: July 31, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENT ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 08/08/2023

Approval of Interlocal Agreement between Williamson County and Purchasing Cooperative of America for countywide departments

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding approval of an inter-local agreement with the Purchasing Cooperative of America (PCA) for Williamson County's participation in a cooperative purchasing program and authorizing execution of the agreement.

**Background**

This interlocal agreement will allow Williamson County to participate in the Purchasing Cooperative of America (PCA) Program. This cooperative has contracts that Williamson County can utilize to further expand its cooperative procurement program and offer additional cost savings to our County Departments. The processes and methods of contract award have been reviewed and meet the standard required.

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**Fiscal Impact**

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

**Attachments**

Interlocal Agreement PCA

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 08/02/2023 04:46 PM |
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 08:52 AM |
| Form Started By: Kerstin Hancock | | Started On: 08/02/2023 11:31 AM |
| Final Approval Date: 08/03/2023 | | |

PCA
Purchasing Cooperative of America

# INTERLOCAL AGREEMENT
# FOR COOPERATIVE PURCHASING SERVICES

This Interlocal Agreement for Cooperative Purchasing Services ("Agreement") is entered into by

and between Williamson County, Texas, 710 Main Street., Georgetown, TX 78626
COMPLETE LEGAL NAME (DO NOT ABBREVIATE) & MAILING ADDRESS
("PCA Member", "Party"), a governmental entity, and Purchasing Cooperative of America ("PCA", "Party") on behalf of PCA Awarding Agencies to participate in all Purchasing Cooperative of America ("PCA") cooperative purchasing programs administered by PCA and its affiliates and subsidiaries and for the purpose of participating in the cooperative purchasing services of PCA. Collectively, PCA and PCA Member and will be known as the "Parties".

## RECITALS

### Purpose

The purpose of this Agreement is to support public entities by facilitating their purchasing operations through cooperative contracting and to promote real savings for PCA Members with discounts resulting from the competitive bid process.

*Texas Government Code, Chapter 791, Interlocal Cooperation Act*, and *Texas Local Gov't. Code, Chapter 271, Subchapter F. Cooperative Purchasing Program* allows for governmental entities to contract for cooperative purchasing services that each Party to the contract is authorized to perform individually.

Eligible public entities may use all PCA contracts awarded to a Vendor. Each jurisdiction is subject to its own and members' requirements. The use of a PCA contract by a PCA Member, along with their signed purchase order or other extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity(ies) between the Awarding Agency and PCA Member.

### Membership Eligibility

Public entities in all 50 states, the U.S. Territories, Canada and Mexico, including local, state and federal governmental agencies, Indian tribal governments; educational institutions including K-12 public, private and charter schools, state and private colleges and universities; and non-taxed non-profit religious and charitable organizations are eligible to participate in the PCA purchasing cooperative. There is no fee to the PCA Member to join or use PCA contracts.

### Role of the PCA Awarding Agency

1. Acts as Party to the Agreement.
2. Awards PCA contracts that have been competitively bid.
3. Provides service and support to PCA, PCA members and vendors, as necessary.

### Role of the PCA Member

1. Registers on the PCA website, www.pcamerica.org, or any successor website.
2. Executes a copy of this Agreement by providing an authorized signature in the appropriate space below and submitting the form to Members@pcamerica.org.

3. Designates a contact person and updates the contact information as necessary.
4. Works with PCA awarded contractors according to the PCA contract.
5. Issues supplemental contracts, purchase orders, or other applicable authorizations for purchases directly to the awarded contractor; and includes "Purchasing Cooperative of America" or "PCA" and the "Contract Number".
6. Makes payments to vendors in a timely manner and in accordance with the state laws and local procedures applicable to the PCA Member for all goods and services received.
7. Notifies PCA at the address or email shown below of any substantial problems in quality of goods or performance of services with an awarded contractor under a PCA contract.

**Role of the Purchasing Cooperative (PCA)**

1. Acts as a group purchasing organization that governmental entities join as members.
2. Performs the administration and management duties and responsibilities for which PCA will receive fees from PCA vendors using PCA contracts.
3. Performs all of the required steps of the competitive solicitation process in compliance with all applicable state statutes and regulations related to competitive procurement and contracting in the State of Texas.
4. Provides members access to cooperative contracts, due diligence documentation and PCA vendor contact information.
5. Provides support and service to PCA Members and vendors.
6. Performs such other related services and duties as are customarily performed by a entity in a similar position.

**General Provisions**

1. Effective Date. This Agreement is effective upon signature and shall be automatically renewed annually unless either Party gives sixty (60) days prior written notice of non-renewal.
2. No Minimum Purchase Requirement. This Agreement does not obligate the PCA Member to purchase a minimum amount of goods and/or services under any PCA contract.
3. Federal Requirements. The parties agree to comply fully with all applicable federal statutes, rules and regulations in connection with the cooperative contracts contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
4. State Joint Powers Statutes. It is the sole responsibility of each PCA Member to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.
5. Governing Law-Texas. Any issue concerning PCA contracts in which a PCA Awarding Agency is involved shall be governed by the law of the State of Texas, excluding the conflicts of law provisions.
6. Venue-In Texas. Exclusive Venue for any litigation whatsoever involving PCA is the state district court of Harris County, Texas.
7. Governing Law-Outside Texas. PCA member's use of PCA contracts shall be governed by the laws of the State of Texas_____, excluding the conflicts of law provisions.
8. Venue-Outside Texas. Exclusive Venue for litigation arising between PCA Member and PCA awarded contractor from use of PCA contracts is Williamson County, Texas_____.

(court jurisdiction)

PCA
Purchasing Cooperative of America

9. Invalid Provision. If any term(s) or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
10. Immunity. Neither Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees and agents as a result of this Agreement being executed or the performance of the functions and obligations describe herein.
11. Final Agreement. This Agreement incorporates all agreements, covenants and understandings between the Parties concerning subject matter in the Agreement. No prior agreement of understanding, verbal or otherwise, by the Parties or their agents, shall be valid or enforceable unless embodied in this Agreement.
12. "As is" Contracts. PCA makes PCA contracts available to the PCA Member "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any other requirements of the contract for the benefit of the PCA Member.
13. Termination. This Agreement may be terminated with or without cause by either party upon (60) days prior written notice.
14. Notice. All forms of written notice, under this Agreement, shall be made by first class mail, postage prepaid and delivered to the other Party of this Agreement.
15. Records Requests. PCA Member agrees to cooperate in compliance with any reasonable request for information and/or records made by PCA. Breach of this provision may be grounds for termination after ten (10) days written notice to the PCA Member.
16. Submission. Send the signed Agreement via email to Members@pcamerica.org. An email copy of an executed signature shall have the same force and effect as an original signature page.
17. Term. This Agreement is effective the date of the final signature and shall continue indefinitely, subject to the Termination clause.

**Authorization**

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized to enter into and perform the terms of this Agreement.

Williamson County, Texas
PCA Member Organization Name

Authorized Signature

Printed Name

Title

Date

Designated Contact

Title

Phone

Email

**Purchasing Cooperative of America**

PCA Authorized Signature

Dean Zajicek
Printed Name

Title Assistant Director

Date July 31, 2023

Phone 844-722-6374

Email Dean@pcamerica.org

Main PCA Email pcamerica@pcamerica.org

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 08/08/2023

Approval of Purchase for Replacement Body Cameras from GTS Technology for Sheriff's Office

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

**Department:** Purchasing

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the purchase from GTS Technology for the total amount of $98,871.90 pursuant to DIR contract #DIR-CPO-4697, and authorizing the purchase detailed in the attached quote.

### Background

The approval of this purchase will benefit the Williamson County Sheriff's Office with the purchase of replacement body cameras and equipment. The attached quote details the cameras and equipment to be purchased. The line item being charged is 01.0100.0503.003008 as per FY23 budget. The department point of contact is Richard Semple.

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## Fiscal Impact

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

## Attachments

Redacted GTS Body Cameras

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 07/26/2023 04:42 PM |
| County Judge Exec Asst. | Becky Pruitt | 07/27/2023 09:39 AM |
| Form Started By: Misty Brooks | | Started On: 07/24/2023 04:53 PM |
| Final Approval Date: 07/27/2023 | | |

# Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

**Quote #:** [redacted]
**Date:** 7/10/2023
**Delivery Date:**
**Expire Date:** 8/9/2023
**Customer ID:** [redacted]
**Sales Contact:** Jacob Jiongo

| QUOTE FOR: | SHIP TO: |
|---|---|
| Williamson County Sheriff | Williamson County Sheriff |

| CUSTOMER P.O. NO. | TERMS | SALES REP |
|---|---|---|
| | Net 30 Days | Scott Sizemore |

| SHIPPING TERMS | SHIP VIA |
|---|---|
| | |

| NO. | ITEM | CONTRACT | QTY. | UOM | PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|
| 1 | WV-BWC4000: I-PRO AMERICAS INC. : BWC4000 CAMERA (INCL KLICK FAST MOUNTING STUD) | DIR-CPO-4697 | 53.00 | EACH | $842.77 | $44,666.81 |
| 2 | IPS-BWC4-MNT-KIT: I-PRO AMERICAS INC. : IPS-BWC-MNT-BELTC,IPS-BWC-MNT-XMAG, IPS-BWC-MNT-MOLLE,IPS-BWC-MNT-VEST, IPS-BWC-MNT-STUD | DIR-CPO-4697 | 53.00 | EACH | $125.50 | $6,651.50 |
| 3 | WV-BWC40D1A: I-PRO AMERICAS INC. : I-PRO BWC4000 SINGLE DOCKING CHARGER STATION | DIR-CPO-4697 | 45.00 | EACH | $223.29 | $10,048.05 |
| 4 | IPS-BWC4-12V-WIRE: I-PRO AMERICAS INC. : I-PRO BWC4000 12V VEHICLE HARNESS | DIR-CPO-4697 | 45.00 | EACH | $37.60 | $1,692.00 |
| 5 | WV-BWC40D8: I-PRO AMERICAS INC. : i-PRO BWC4000 8-BAY DOCKING AND CHARGING STATION W/O AC ADAPTER | DIR-CPO-4697 | 6.00 | EACH | $1,645.31 | $9,871.86 |
| 6 | IPS-BWC-AC100W: I-PRO AMERICAS INC. : i-PRO AC ADAPTER (100W) BWC 8-BAY DOCK CHARGER | DIR-CPO-4697 | 6.00 | EACH | $118.89 | $713.34 |
| 7 | IPS-ICV-ETH-NOPOE: I-PRO ICV 3.0ft GREEN NON-POE NETWORK PATCH CABLE | DIR-CPO-4697 | 30.00 | EACH | $11.53 | $345.90 |
| 8 | IPS-ICV-UDE-OP3: I-PRO AMERICAS INC. : i-PRO ICV UDE ON-PREM DEVICE 3 YRS, INCL. DEVICE MGMT, SERVICE ENMT: 24X7 HELP DESK, SFTW MAINTENANCE AND SUPPORT. | DIR-CPO-4697 | 53.00 | EACH | $344.66 | $18,266.98 |
| 9 | IPS-BWC4-WTY-3Y: I-PRO AMERICAS INC. : I-PRO BWC4000 CAMERA 3-YEAR ACCIDENTAL DAMAGE COVERAGE WITH ADVANCED REPLACEMENT FOR CAMERA BODY ONLY. | DIR-CPO-4697 | 53.00 | EACH | $124.82 | $6,615.46 |

| | | | |
|---|---|---|---|
| **Total Weight (EACH):** | 0 | **Sales Total:** | $98,871.90 |
| **Total Volume (EACH):** | 0 | **Freight & Misc.:** | $0.00 |
| | | **Tax Total:** | $0.00 |
| | | **Total (USD):** | $98,871.90 |

*Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.*

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 08/08/2023

Approval of Agreement for Application Security and Infrastructure Assessment from Presidio Networked Solutions Group, LLC for Information Systems

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

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Agreement #2023253 between Williamson County and Presidio Networked Solutions Group, LLC, in the amount of $34,080.00 pursuant to DIR contract #DIR-CPO-4859, and authorizing the execution of the agreement.

**Background**

Williamson County has a recent initiative to validate the security posture of two of its business-critical applications and their supporting infrastructure. The goal of this assessment is to provide an understanding of the business and technical risks the organization is currently incurring. In order to attain this visibility, Williamson County is requesting that Presidio Networked Solutions Group, LLC. perform an assessment of these applications and the computer infrastructure that runs them, to provide a clear picture of the current risk levels and suggested remediation tasks. Legal and Contract Audit have reviewed this agreement. Funding source is 01.0100.0503.004100 as per FY23 budget. Point of contact is Minnie Beteille.

---

**Fiscal Impact**

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

**Attachments**

Presidio Assessment Quote & SOW Redacted

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 08/02/2023 10:18 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 10:22 AM |
| Form Started By: Misty Brooks | | Started On: 07/31/2023 09:13 AM |
| Final Approval Date: 08/02/2023 | | |

PRESIDIO™

# QUOTE: [redacted]

DATE: 07/23/2023

PAGE: 1 of 1

**TO:**

Williamson County
Thomas Gillespie
301 SE Inner Loop Suite 106
Georgetown, TX 78626

thomas.gillespie@wilco.org
(p) 512-943-1108
(f) (512) 943-1672

**FROM:**

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

**Customer#:** [redacted]

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

**Account Manager:** Daniel Guzman
**Inside Sales Rep:** Greg Hubbard
**Title:** Security - Application Security Audit

| # | Part # | Description | Unit Price | Qty | Ext Price |
|---|---|---|---|---|---|
| 1 | PS-SVC-CYB-FF | Fixed Fee Cyber Security Services<br>**Deliverable:** Project Initiation | $0.00 | 1 0000 | $0.00 |
| 2 | PS-SVC-CYB-FF | Fixed Fee Cyber Security Services<br>**Deliverable:** Vulnerability scanning comple ion | $20,448.00 | 1 0000 | $20,448.00 |
| 3 | PS-SVC-CYB-FF | Fixed Fee Cyber Security Services<br>**Deliverable:** Project Closure | $13,632.00 | 1 0000 | $13,632.00 |

| | |
|---|---|
| **Sub Total:** | **$34,080.00** |
| **Grand Total:** | **$34,080.00** |

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

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

Pursuant to this contract your PO must reflect the following contract:
Texas D R-CPO-4859
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

PRESIDIO®

# Application Security and Infrastructure Assessment

## STATEMENT OF WORK

### WILLIAMSON COUNTY

27-Jul-2023

www.presidio.com

## PROPOSAL TEAM

| Name | Company/Function | Email |
|---|---|---|
| Daniel Guzman | Presidio Account Manager | dguzman@presidio.com |
| David Rubel | Presidio Solution Architect | drubel@presidio.com |

## CHANGE REVISION RECORD

| Revision | Date | Author | Notes |
|---|---|---|---|
| V0.1 | 17-Jul-2023 | David Rubel | First Client Release |
| V1.0 | 19-Jul-2023 | Ted Kilgore | RAP Review & Approval |
| V1.1 | 27-Jul-2023 | Adam Barber | Adjust milestones |
| V2.0 | 27-Jul-2023 | Ted Kilgore | RAP Review & Approval |

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

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

# 1 EXECUTIVE SUMMARY

## 1.1 Background

Williamson County ("Client") has a recent initiative to validate the security posture of two of its business critical applications and their supporting infrastructure.

The goal of this assessment is to provide an understanding of the business and technical risks the organization is currently incurring. In order to attain this visibility, Williamson County is requesting that Presidio perform an assessment of these applications and the compute infrastructure that runs them, to provide a clear picture of the current risk levels and suggested remediation tasks.

## 1.2 Scope of Services

### 1.2.1 Engagement Management and Control

- **Engagement Management level**
  - Standard
    - Status meeting frequency – Weekly
    - Engagement Kickoff
    - Deliverable Presentation

### 1.2.2 Web Application Assessment

- Authenticated scanning
  - 2 production environment application(s):
    - Laserfiche
    - DEMS (Digital Evidence Mgt System)
  - Up to 2 role(s) per application

### 1.2.3 Internal Vulnerability Assessment

- Up to 20 Hosts
  - including web servers, application servers, database servers, file servers, other servers supporting these applications.
- Network scanning location(s): 1
- Testing to be performed during business hours

# 2 METHODOLOGY AND APPROACH

## 2.1 Engagement Management and Control

Detailed project planning is key to ensuring that the proposed engagement will meet requirements and help to reduce the risk of an ineffective project.

### 2.1.1 Standard

- Identify and schedule Presidio resources
  - Identify and schedule Presidio resources as appropriate to the engagement
- Hold kickoff meeting with key stakeholders
  - Review details of scope of work and methodology
  - Introduce key project team members and define roles and responsibilities
  - Review timelines, meetings, and additional requirements
  - Schedule implementation for discovery software
  - Schedule status meeting and other recurring touchpoints, as required
- Conduct status meetings at a frequency defined in this document
  - Review engagement progress
  - Identify engagement risks
  - Identify upcoming tasks
  - Request any additional customer or Presidio involvement
- Maintain and distribute engagement status report and schedule
  - All documents provided in Presidio formats
- Schedule Deliverable Presentation
  - Schedule mutually agreeable deliverable presentation

## 2.2 Web Application Assessment

Web Applications continue to present serious exposures to many customers. Presidio's Web Application testing extends the external or internal testing to include evaluation of the controls and function of web applications, and the associated vulnerabilities (including the OWASP Top 10. Examples include cross-site scripting, XML/SQL injection, input attacks, and similar).

The following tasks will be performed:

- Scoping
  - Validate URLs and testing windows with customer
  - Validate customer contact information
  - Collect any application documentation

- Validate any credentials and roles for in-scope authenticated testing

- Discovery and Application Scope
  - Review all application documentation
  - Perform application discovery
    - Manual walk-through of application and pages
    - Tool-based spidering
    - Brute-force content discovery
  - Map application and identify input/output fields
- Testing
  - Perform automated and manual testing, including:
    - Configuration and Deployment Management Testing
    - Identity Management
    - Authentication & Authorization Testing
    - Session Management (authenticated testing only)
    - Input Validation Testing
    - Error handling
    - Business Logic Testing (authenticated testing only)
    - Weak Cryptography Implementations
    - Client-side Testing
- Validation
  - Perform appropriate validation of any discovered issue
- Documentation
  - Prepare written document
    - Vulnerability
    - Any suggested remediation
    - Risk Score

## 2.3 Internal Vulnerability Assessment

Presidio will review the security of Client's network from inside the Internet perimeter. This will include both authenticated and unauthenticated scanning of in-scope hosts as defined in the scope of services. This will enable Presidio to provide a view of the risks based on privileged and service accounts, patching levels, as well as vulnerabilities with a high degree of confidence. Client will be able to clearly understand the risk should their perimeter protection be bypassed as is common in many current attack scenarios.

- Scheduling and target validation
  - Review target networks from scoping and discovery and validate
  - Determine scheduled testing windows
  - Validate customer and tester contact information
- Credentialed Network Scanning
  - Scan network with automated tools and customer-supplied administrative credentials
  - Determine vulnerabilities and patching status on all systems
- Active Directory Validation
  - Review existing accounts
    - Determine number and type of stale accounts
    - Review status of privileged accounts
  - Review password policy
- Vulnerability Validation
  - Review vulnerabilities and recommend priorities as appropriate
- Documentation
  - Prepare written report
    - Vulnerability
    - Risk Score
    - Suggested remediation
  - Prepare spreadsheet-based summary of vulnerabilities

# 3 DELIVERABLES

| Deliverable | Description | Format |
|---|---|---|
| Status Report | Artifact which depicts key task areas, actions, owners, estimated completion dates, task status, and overall project status and delivered following each status meeting. | PDF |
| Executive Summary and Security Assessment Report | This report is made up of two sections. The first, an Executive Summary, will include summary of findings for all phases of the project and include a risk profile, high-level recommendations, and roadmap. The second section will be Detailed Findings. This section will show all findings from the project by phase with suggested remediations and references. | PDF |
| Vulnerability Registers | Sortable list of discovered vulnerabilities from external and internal vulnerability scanning activities. | Excel |
| Executive Presentation (optional) | At the customer's discretion, Presidio can conduct an executive presentation that will provide an overview of the assessment for all phases including approach, methodology, summary of findings, and summary of recommendations. The format will be appropriate for a non-technical, executive audience. A copy of the executive presentation will be provided. | PPT |
| Stakeholder Q&A (optional) | Prior to the optional executive presentation and at the customer's discretion, Presidio will hold a Q&A session with the project stakeholders to discuss the report and preview the Executive Presentation. This Q&A will occur after the customer's review of the document, and will not be a risk-by-risk review of the published report | None |

Deliverables will be released via secure exchange only to the Client project sponsor or to others with written permission from the project sponsor.

**Final presentations and closeout must be completed within thirty (30) days after the day the original documentation deliverable is released to** Client. If the deliverable presentations are not completed in this timeframe, Presidio will consider this phase completed and will invoice accordingly.

# 4 ASSUMPTIONS

Presidio made the following assumptions when developing this Statement of Work. These assumptions serve as the foundation to which the project estimate, approach, and timeline were developed. Any changes to the following assumptions must be processed using the procedures the section titled “Project Change Request Process.”

## 4.1 General

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

- All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as “Off Hours” in this SOW.
- Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
- If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
- Changes to the Design, Equipment List, or proposed timeline presented to Client in this SOW will require a Project Change Request. A Project Change Request could impact the cost of the project
- Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
- Presidio may engage subcontractors and third parties in performing a portion of this work.
- Some activities included in this project may be performed on Presidio’s premises.
- Additional required tasks discovered after the execution of this SOW that are not mentioned in this SOW will require a Project Change Request.
    - Presidio will provide clear guidance on the changes required to ensure optimal deployment.

## 4.2 General Client Responsibilities

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

- Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW.
- Participate in any required design sessions or workshops.
- Supply current equipment configuration for review if applicable.

- Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
- Provide to Presidio all required IP addresses, passwords, system names, and aliases.
- Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
- Provide Presidio administrator access on appropriate devices for the completion of the engagement.
- Provide requested documentation or information needed for the project within two (2) business days, unless otherwise agreed to by all parties.
- Provide to Presidio all relevant Client information security and information technology policies and procedures.
- Provide to Presidio all requested information about and administrative access to Client's technical infrastructure for the duration of the project, including, but not limited to, each technology component described in each phase listed above.
    - For phases that include a Technical Configuration Review activity, remote access is required, AND administrative access must be sufficient to analyze the configurations of each technology component.
- Client will make all network and endpoint changes and configurations as required to integrate Presidio's tools.

## 4.3 Travel

Presidio has made the following assumptions for travel:

- Presidio assumes all work will be performed remotely

## 4.4 Internal Vulnerability Assessment

- Customer will provision a virtual host to Presidio's specifications or will provide connectivity and power for a Presidio-provided system. Customer will allow Presidio remote access to these systems to allow for internal scanning.
- Customer will provide VPN-based remote access to the provisioned virtual host or will allow other remote access as determined during the kickoff meeting
- The following specifications are required to run the necessary software during this phase
    - Windows Server 2012, 2016, 2019
    - (4) >= 2.4G vCPU
    - (16) GB RAM
    - (40) GB Hard Drive
    - Local admin rights

# 5 PRICING

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

| Milestone Name | Amount |
|---|---|
| Project Initiation | $ 0.00 |
| Vulnerability scanning completion | $ 20,448.00 |
| Project Closure | $ 13,632.00 |
| **Total** | **$ 34,080.00** |

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

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

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

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

## 5.1 Expenses

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

## 5.2 Travel Time

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

# 6 TERMS AND CONDITIONS

## 6.1 General

This service agreement is governed by DIR Contract Numbers DIR-CPO-4859 between Presidio and the Texas Department of Information Resources.

# 7 AUTHORIZATION TO PROCEED

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

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

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

**Williamson County**

Signature Date

Printed Name

**Presidio**

Edward Kilgore (Jul 27, 2023 14:57 CDT) Jul 27, 2023

Signature Date

Edward Kilgore Director of Professional Services

Printed Name & Title

# APPENDIX A – PROCESSES AND GUIDELINES

## Presidio Process for Network Degradation or Outage

Presidio and Client will exchange specific contact information (including cell phone numbers) prior to starting any scanning or testing activities. Either party observing a service disruption will contact the other party. Presidio will stop running the scan tool and work with Client to determine why the disruption occurred and how to successfully complete the assessment without causing any further disruption. No denial-of-service (DoS) attacks will be intentionally initiated against any Client assets.

## Process to Report Observed Incidents or Critical Risks

Presidio will contact the Client contact immediately if any critical risks are identified (those which present sufficient risk to warrant immediate remediation), including any observed incidents of attempted intrusion (from a party other than the authorized Presidio consultant[s]), while executing this engagement. Presidio will immediately provide to Client all information gathered relevant to the critical risk(s) identified.

## Engagement Data Management

The deliverables produced from this engagement should be managed with strict policies and procedures due to the sensitive nature of the raw data collected during the engagement, and the associated findings Client's policies should specify which person(s) in an organization should have access to the data. Presidio consultants will store and transmit engagement-related data using appropriate encryption.

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 08/08/2023

Authorize issuing 23RFP101 RFP Solid Waste and Recycling Services for Williamson County for Facilities Managemen

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

**Department:** Purchasing

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Solid Waste and Recycling Services for Williamson County, under 23RFP101 RFP.

### Background

Williamson County is seeking qualified companies to provide commercial and Roll-off dumpsters and collection at various locations throughout Williamson County on an as needed basis. Estimates Budget: $35,000.00. Funding source: 01.0100.0509.4430 and the point of contact is Shantil Moore.

---

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 09:20 AM |
| Form Started By: Johnny Grimaldo | | Started On: 08/01/2023 10:25 AM |
| Final Approval Date: 08/02/2023 | | |

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 08/08/2023

Twin Lakes YMCA Pedestrian Bridge (P555) – Hagood Change Order 1

**Submitted For:** Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on accepting a report from Hagood Engineering Associates, Change Order No. 1 for the Twin Lakes YMCA Pedestrian Bridge project (P555) for $47,252.55 for revisions to pedestrian bridge. Funding Source is P555.

**Background**

This change order is for $47,252.55 for changes made in design of the Twin Lakes YMCA Pedestrian Bridge (P555). Department point of contact is Angel Gomez, Facilities Management Project Manager. On March 21, 2023, the Williamson County Commissioners Court approved Williamson County Senior Project Manager, Angel Gomez, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project is P555.

---

**Fiscal Impact**

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

**Attachments**

Hagood CO1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/31/2023 07:18 PM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 09:18 AM |
| Form Started By: Wendy Danzo | | Started On: 07/31/2023 03:19 PM |
| Final Approval Date: 08/02/2023 | | |

# CHANGE ORDER

## FOR PROJECT: P555 Camp Twin Lakes Pedestrian Bridge

**CHANGE ORDER NO:** 001 NTP Date: September 2, 2022

**DATE OF ISSUANCE:** 07/03/2023

Contractor: SB Contractors, LLC

Project Architect: N/A

Project Engineer: Hagood Engineering Associates

**EXPLANATION:**

1. The bridge fabricator initially produced shop drawings showing overall width of 10 feet based on the design documents. Further clarification was made to require 10 foot inside clear width, which required modifications and extra materials.

**CONTRACT CHANGE:**

1. Total cost addition is $47,252.55 for revised shop drawings, additional materials, and a larger crane size for installation of the bridge.

| | |
|---|---|
| Original contract amount | $ 1,182,360.00 |
| Net change by previously submitted Change Orders | $ 0.00 |
| Contract sum prior to this Change Order was | $ 1,182,360.00 |
| Contract Sum to be decreased/increased by this Change Order in the amount of | $ 47,252.55 |
| The new Contract Sum including this Change Order will | **$ 1,229,612.55** |
| The Contract Time will be changed by | ( 0 ) days |
| The date of Substantial Completion as of the date of this Change Order | **8/5/2023** |

**PROPOSED BY:**

| Steven Simpson | | 7-6-23 |
|---|---|---|
| Contractor's Printed Name | Signature | Date |

**REVIEWED BY:**

| N/A | | |
|---|---|---|
| Architect/Engineer Name | Signature | Date |

**ACCEPTED BY:**

| Jesus Angel Gomez, Senior PM | Jesus Angel Gomez Digitally signed by Jesus Angel Gomez DN: cn=Jesus Angel Gomez, o=Williamson County, ou=Facilities Management, email=angel.gomez@wilco.org, c=US Date: 2023.07.27 14:13:42 -05'00' | 26 July 2023 |
|---|---|---|
| Name, Title | Signature | Date |

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 08/08/2023

River Ranch County Park Corrections (P315) – Change Order 3 - Chasco

**Submitted For:** Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Change Order No. 3 for the Williamson County River Ranch County Park Corrections project (P315) for a **credit** in the amount of $138,707. Funding Source is P315

**Background**

This change order is for a credit of $138,707 for changes in scope for the River Ranch County Park Corrections Project (P315). Department point of contact is Tommy Crockett, Facilities Management Project Manager. On March 22, 2022, the Williamson County Commissioners Court approved Williamson County Architect, Trenton Jacobs, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project is P315.

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**Fiscal Impact**

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

**Attachments**

RRCP CO3

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 08/02/2023 09:02 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 09:25 AM |
| Form Started By: Wendy Danzo | | Started On: 08/02/2023 07:59 AM |
| Final Approval Date: 08/02/2023 | | |

# CHANGE ORDER 3

## FOR PROJECT: P315 River Ranch County Park Corrections

**CHANGE ORDER NO:** 003 NTP Date: 8/26/22

**DATE OF ISSUANCE:**

Contractor: CHASCO

Project Architect: Design Workshop

Project Engineer: N/A

**EXPLANATION:**

1. Equestrian Loop Area ($245,660.00)
2. Site Additions $179,060.00
3. HQ Building Fence Work ($8,000.00
4. Miscellaneous Wheel Stops ($4,500.00)
5. Building Door Hardware $4000.00
6. Repull Wire at RV Loop $24,588.00
7. Revise Site Trails ($15,340.00)
8. HMAC Paving $41,300.00
9. Site Light poles $ $4000.00
10. Remaining Scope to be Procured (67,411.00)
11. Millwork ($20,744.00)
12. Erosion Controls ($40,000.00
13. Water Heater Change Out $10,000.00

**CONTRACT CHANGE:**

1. EX: Decrease total due by $138,707
2. EX: No additional time added; work completed within contract time.

| | |
|---|---|
| Original contract amount | $ 10,880,973.00 |
| Net change by previously submitted Change Orders | $ (1,329,667.00) |
| Contract sum prior to this Change Order was | $ 9,756,013.00 |
| Contract Sum be decreased/ by this Change Order in the amount of | $ (138,707.00) |
| The new Contract Sum including this Change Order will be | $ 9,617,306.00 |
| The Contract Time will be changed by | ( 0 ) days |
| The date of Substantial Completion as of the date of this Change Order | **07/25/23** |

**RECOMMENDED BY:**

| | | |
|---|---|---|
| BILL BAMBRICK | | 8-1-23 |
| Contractor's Printed Name | Contractor's Signature | Da,te |

**ACCEPTED BY:**

| | | |
|---|---|---|
| Tommy Crockett, *PM/ODR* | | 8/1/23 |
| Owner's Representative | Owner's Representative Signature | Date |
| Trenton H. Jacobs, AIA | | 8/1/23 |
| County Architect Name | County Architect's Signature | Date |

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 08/08/2023

River Ranch County Park Corrections (P315) – Design Workshop Amendment to Supplemental Agreement 9

**Submitted For:** Dale Butler **Submitted By:** Wendy Danzo, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Consent

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## Information

### Agenda Item

Discuss, consider and take appropriate action on the Amendment to Supplemental Agreement 9 of Williamson County Agreement for Planning, Design and Engineering Services between Williamson County and Design Workshop, Inc. relating to the River Ranch County Park Completion project (315).

### Background

This amendment extends the contract to August 1, 2023. Point of contact is County Architect, Trent Jacobs. Funding source is P315.

---

## Fiscal Impact

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

## Attachments

SA9-A1

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 08/02/2023 09:49 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 10:20 AM |
| Form Started By: Wendy Danzo | | Started On: 08/02/2023 09:24 AM |
| Final Approval Date: 08/02/2023 | | |

# AMENDMENT TO SUPPLEMENTAL AGREEMENT NO. 9
# TO
# AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

**PROJECT:** **River Ranch County Park Completion** ("Project")

**PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER:** **Design Workshop, Inc.** ("A/E")
Claire Hempel, PLA, AICP CUD, LEED® Green Associate™, CDT
812 San Antonio St; Suite 401
Austin, Texas 78701

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

**THIS AMENDMENT TO SUPPLEMENTAL AGREEMENT NO. 9** to **Agreement for Planning, Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

## R E C I T A L S

**WHEREAS,** County and A/E previously executed Agreement for Landscape Architectural Services being dated effective 06/27/2015("Phase I Agreement");

**WHEREAS,** County and A/E previously executed Agreement for Landscape Architectural Phase II Services being dated effective 08/30/2016 ("Phase II Agreement");

**WHEREAS,** County and A/E thereafter executed Supplemental Agreement No. 9 to Agreement for Landscape Architectural Phase II Services being dated effective 01/10/2023 to provide for Additional Services ("Supplemental Agreement No. 9");

**WHEREAS,** it has become necessary to supplement, modify and amend the Supplemental Agreement No. 9 in accordance with the provisions thereof.

**NOW, THEREFORE,** premises considered, County and A/E agree that Supplemental Agreement No. 9 is modified and amended as follows:

## ARTICLE 3
## TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

**Attachment C – Production Schedule** of Supplemental Agreement No. 9 shall be supplanted and replaced by **Attachment 1 – Production Schedule**, which is attached hereto and incorporated herein for all purposes.

## ARTICLE 4
## TERMS OF AGREEMENT & EXTENT OF AMENDMENT

All other terms of Supplemental Agreement No. 9 and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF**, County has caused this Amendment to Supplemental Agreement No. 9 to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

| **A/E:** | **COUNTY**: |
|---|---|
| **Design Workshop, Inc.** | Williamson County, Texas |
| By: Claire Hempel | By: |
| Signature | Signature |
| Claire Hempel | |
| Printed Name | Printed Name |
| Principal | |
| Title | Title |
| Date Signed: 8/2/2023 | Date Signed: |

# ATTACHMENT 1

## PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of Supplemental Agreement No. 9 on or before 08/01/2023.

The above date, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.

Standard end-of-phase review periods for County shall be (10) business days minimum.

### Phase VI - CONSTRUCTION ADMINISTRATION

| | |
|---|---|
| Construction Substantial Completion: | 4/11/23 |
| Final Walk-Through: | 04/21/23 |
| Supplemental Agreement No. 9 Termination Date: | 08/01/23 |

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 08/08/2023

SWCA 2574 WA2 SA3 CR 255 Envir Svcs

**Submitted For:** Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 2 under Williamson County Contract between SWCA, Inc. and Williamson County dated February 25, 2020 for County Road 255 Environmental Services. This supplemental is to increase the maximum amount payable to $42,321.63 and to update the rate schedule. Funding source: P546.

### Background

## Fiscal Impact

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

## Attachments

SWCA 2574 WA2 SA3 CR 255 Envir Svcs

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/31/2023 07:18 PM |
| County Judge Exec Asst. | Becky Pruitt | 08/01/2023 08:10 AM |
| Form Started By: Vicky Edwards | | Started On: 07/31/2023 09:16 AM |
| Final Approval Date: 08/01/2023 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3**
**TO**
**WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:**
**County Road 255 – Environmental Services**

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 Consulting Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective June 22, 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 Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Firm 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).

II. The maximum amount payable for services under the Work Authorization is hereby increased from $33,905.07 to $42,321.63, reflecting an increase of $8,416.56. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

| **FIRM:** | **COUNTY:** |
| --- | --- |
| By: _____ | By: _____ |
| Signature | Signature |
| Matthew McMillan | _____ |
| Printed Name | Printed Name |
| Natural Resources Director – Austin | _____ |
| Title | Title |
| July 27, 2023 | _____ |
| Date | Date |

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Firm

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 5:21 pm, Jul 27, 2023

# ATTACHMENT B
# Services to be Provided by the Firm

## WORK AUTHORIZATION NO. 2 SUPPLEMENTAL #3
## PROJECT: County Road 255 – Environmental Services

The original scope assumed that access to the project area would be available during the field surveys. However, the County requested the Firm perform the relevant field surveys prior to full access, requiring several mobilizations which were not in the original scope. As such, the field survey portion of the due diligence process required additional time than what was originally scoped. Details describing the out-of-scope work are described for each task, below:

Task I – Threatened & Endangered Species Habitat Assessment and Impacts Analysis

- Anticipated a single mobilization of two biologists for the field survey. However, two mobilizations of Firm specialists with associated mileage were required due to access issues for some parcels.

Task II – Aquatic Resources Delineation

- Anticipated a single mobilization of two biologists for the field survey. However, two mobilizations of Firm specialists were required due to access issues for some parcels.

Task III – Cultural Resources Assessment

- Anticipated two, 12-hour mobilizations for two archaeologists surveying all parcels at once. However, two archaeologists surveyed portions of the project area two additional, unanticipated times, plus one archaeologist visited one additional property during an unanticipated third visit. Five mobilizations of Firm specialists were required due to access issues for some parcels.

Task IV – Phase I Environmental Site Assessment

- Anticipated a single mobilization by one geologist from San Antonio (where the Firm's geologists reside). However, an additional mobilization by the same geologist was required to survey several parcels where aerial imagery indicated hazardous materials could occur. The second mobilization by the geologist was coordinated to coincide with another, unrelated project in the area so the Firm's geologist could split their time appropriately. Two mobilizations of Firm specialists were required due to access issues for some parcels.
- Additionally, the database search was budgeted at $500; however, the actual cost was $845.34 i.e., $345 more expensive than originally budgeted. The maps generated by the database company also required work by the Firm's geographic information systems (GIS) specialists to render the data useable within the report, which was not anticipated.

# ATTACHMENT D

## Fee Schedule

### WORK AUTHORIZATION NO. 2 SUPPLEMENTAL #3
### PROJECT: County Road 255 Environmental Services

### Estimated Cost Breakdown

The Firm proposes to conduct the services described in Attachment B on a time and materials basis in accordance with SWCA's 2022 Adjusted Rate Schedule.

| Project Role | Rate | Task 2 - Threatened & Endangered Species Habitat Assessment | | Task 2 - Aquatic Resources Delineation | | Task 3 - Cultural Resources Assessment | | Task 4 - Phase I Environmental Site Assessment | | Total Hours | Total Charge |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Hours | Charge | Hours | Charge | Hours | Charge | Hours | Charge | | |
| Specialist II | $ 80.30 | - | $ - | - | $ - | - | $ - | 8.00 | $ 642.40 | 8.00 | $642.40 |
| Specialist II | $ 80.30 | - | $ - | - | $ - | 10.00 | $ 803.00 | - | $ - | 10.00 | $803.00 |
| Specialist IV | $ 100.62 | - | $ - | - | $ - | - | $ - | - | $ - | 0.00 | $0.00 |
| Specialist V | $ 110.79 | - | $ - | - | $ - | - | $ - | - | $ - | 0.00 | $0.00 |
| Specialist VI | $ 120.95 | 3.00 | $ 362.85 | 3.00 | $ 362.85 | 3.00 | $ 362.85 | 4.00 | $ 483.80 | 13.00 | $1,572.35 |
| Specialist VII | $ 133.15 | 10.00 | $ 1,331.50 | - | $ - | - | $ - | - | $ - | 10.00 | $1,331.50 |
| Specialist VII | $ 133.15 | - | $ - | - | $ - | - | $ - | - | $ - | 0.00 | $0.00 |
| Specialist VII | $ 133.15 | - | $ - | 11.00 | $ 1,464.65 | - | $ - | - | $ - | 11.00 | $1,464.65 |
| Specialist VII | $ 133.15 | - | $ - | - | $ - | 4.00 | $ 532.60 | - | $ - | 4.00 | $532.60 |
| Specialist VIII | $ 144.33 | 2.00 | $ 288.66 | 2.00 | $ 288.66 | 2.00 | $ 288.66 | 2.00 | $ 288.66 | 8.00 | $1,154.64 |
| Specialist X | $ 173.80 | - | $ - | - | $ - | - | $ - | - | $ - | 0.00 | $0.00 |
| Specialist XII | $ 213.44 | - | $ - | - | $ - | - | $ - | - | $ - | 0.00 | $0.00 |
| Subject Matter Expert I | $ 213.44 | - | $ - | - | $ - | - | $ - | 3.00 | $ 640.32 | 3.00 | $640.32 |
| **Total Labor** | | | | | | | | | | **67.00** | **$8,141.46** |
| Expense | Per Unit Cost | Units | Charge | Units | Charge | Units | Charge | Units | Charge | Total Units | Total Charge |
| Mileage | $0.655 | 100 | $65.50 | - | - | 100 | $65.50 | 220 | $144.10 | 420 | $275.10 |
| **Total Expenses** | | | | | | | | | | | **$275.10** |
| **Total Cost** | | | | | | | | | | | **$8,416.56** |

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 08/08/2023

Authorize issuing RFSQ #23RFSQ102 Engineering Services for Planning FM 1431 for Road and Bridge Department

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

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Engineering Services for Planning FM 1431 under RFSQ #23RFSQ102.

**Background**

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in planning for additional capacity, including managed lanes, on RM 1431 from US 183A to IH 35. Staff anticipates selecting one firm for this work. The estimated budget is $2,500,000.00. The funding source is 2024 Long Range Transportation Plan and the point of contact is Bob Daigh.

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 08/02/2023 10:53 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 10:59 AM |
| Form Started By: Johnny Grimaldo | | Started On: 08/01/2023 10:25 AM |
| Final Approval Date: 08/02/2023 | | |

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 08/08/2023

Approval of Second Extension of Contract #2023158 for Emergency Debris Monitoring for Road and Bridge Departmen

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving second extension to contract #2023158, originally approved on 4/4/2023 in Commissioners Court, Agenda #34, with Tetra Tech, Inc. for Emergency Disaster Debris Monitoring due to winter storm Mara in order to allow time to complete invoicing.

### Background

This second extension to the Services Agreement #2023158 for Debris Monitoring is set to expire on August 31, 2023. The first extension was approved in CC on 5/23/2023 under agenda item #35. While the monitoring work is completed, this extension which was requested by Tetra Tech, Inc is to allow additional time to complete invoicing. There is no additional cost associated with this extension. Department Point of Contact is Terron Evertson.

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## Fiscal Impact

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

## Attachments

Tetra Tech Second Extension

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 08/03/2023 10:39 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 10:59 AM |
| Form Started By: Kerstin Hancock | | Started On: 08/02/2023 09:14 AM |
| Final Approval Date: 08/03/2023 | | |

# EXTENSION AGREEMENT

**County:** Williamson County, Texas, a political subdivision of the State of Texas

**Vendor:** Tetra Tech, Inc.

**Agreement Subject of this Extension Agreement:**

Emergency Agreement for Disaster Debris Monitoring Services dated effective March 27, 2023, by and between Vendor and County (the "Agreement").

**Agreement to Extend Agreement:**

The initial term of the Agreement commenced on the effective date of the Agreement, which was March 28, 2023, and was to continue until May 26, 2023, which was sixty (60) days from the said effective date. The term of the Agreement was extended through June 25, 2023.Vendor and County hereby agree to extend the term of the Agreement further until August 31, 2023 (Extended Term).

**Amendment of Agreement Terms, Covenants and Conditions**

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

**IN WITNESS WHEREOF,** the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

**VENDOR:**

**Tetra Tech, Inc.**

By: _____

Printed Name: Jonathan Burgiel

Representative Capacity: Business Unit President

Date: June 29, 20 23

**COUNTY:**

**Williamson County, Texas**

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____, 20____

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 08/08/2023

final plat - Weir View Estates

**Submitted For:** Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure **Division:** Road & Bridge

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Weir View Estates Subdivision – Precinct 4.

### Background

This subdivision consists of 25 new lots and no new roads on 83.86 acres. The approved preliminary plat for this subdivision is known as Simple subdivision.

### Timeline

2022-12-08 – initial submittal of the final plat
2023-01-06 – 1st review complete with comments
2023-02-13 – 2nd submittal of final plat
2023-02-28 – 2nd review complete with comments
2023-06-27 – 3rd submittal of final plat
2023-07-11 – 3rd review complete with comments
2023-07-12 – 4th submittal of final plat
2023-07-26 – 4th review complete with minor comments
2023-08-03 – 5th submittal of final plat with signatures
2023-08-03 – 5th review complete with comments clear
2023-08-03 – final plat placed on the August 8, 2023, Commissioners Court agenda for consideration

## Fiscal Impact

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

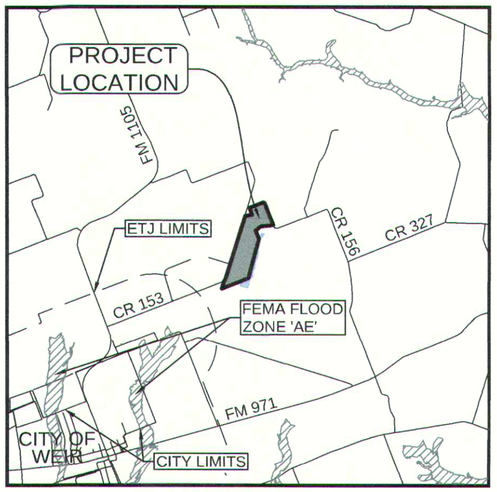
## Attachments

final plat - Weir View Estates

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:30 AM |
| Form Started By: Adam Boatright | | Started On: 08/03/2023 11:15 AM |
| Final Approval Date: 08/03/2023 | | |

# FINAL PLAT
# OF
# WEIR VIEW ESTATES SUBDIVISION




**VICINITY MAP**
**SCALE: 1"=5,000'**

## LEGEND

| | |
|---|---|
| ○ | IRON ROD SET, CAPPED "BTS" |
| ● | IRON ROD FOUND |
| ■ | BENCHMARK |
| — — — | EXISTING PROPERTY LINES |
| ——— | PROPERTY LINES |
| ——— | PARCEL LINES |
| — — — | DRAINAGE EASEMENT |
| — - — - — | RIGHT-OF-WAY EASEMENT |
| - - - - - | ON-SITE SEWAGE FACILITIES SETBACK |
| ▭ | ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN |
| B.S.L. | BUILDING SETBACK LINE |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORD WILLIAMSON COUNTY |
| P.U.E. | PUBLIC UTILITY EASEMENT |

**CULVERT TABLE**

| LOT(S) | DRAINAGE AREA (Ac.) | 10-YR FLOW RATE (cfs) | APPROX. SLOPE | MIN. CULVERT SIZE |
|---|---|---|---|---|
| 1, 2, 3 | 17.22 | 38.80 | 0.50% | 36" CMP |
| 4, 5 | 15.71 | 38.40 | 0.50% | DIP |
| 6, 7 | 13.61 | 37.14 | 0.50% | DIP |
| 8, 9 | 9.58 | 29.03 | 1.80% | 36" CMP |
| 10, 11 | 5.95 | 19.34 | 2.77% | 24" CMP |
| 12, 13 | 3.28 | 11.84 | 2.50% | 24" CMP |
| 14, 15 | 1.30 | 5.12 | 10.00% | 18" CMP |
| 16, 17 | 0.00 | N/A | N/A | Straight Tie |
| 18, 19 | 2.20 | 7.94 | 0.50% | DIP |
| 20, 21, 22 | 1.29 | 6.85 | 0.50% | DIP |
| 23, 24, 25 | 0.00 | N/A | N/A | Straight Tie |


OWNER: SLADKY LLC
10500 N IH35, SUITE C
AUSTIN, TEXAS 78753
PHONE 512.751.3134
E-MAIL STEVE.QUIROZ@THIRDCOASTAUTOS.COM

SURVEYOR: BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
PHONE 512.352.9090
E-MAIL BRUCE@BYRANTECHNICALSERVICES.COM

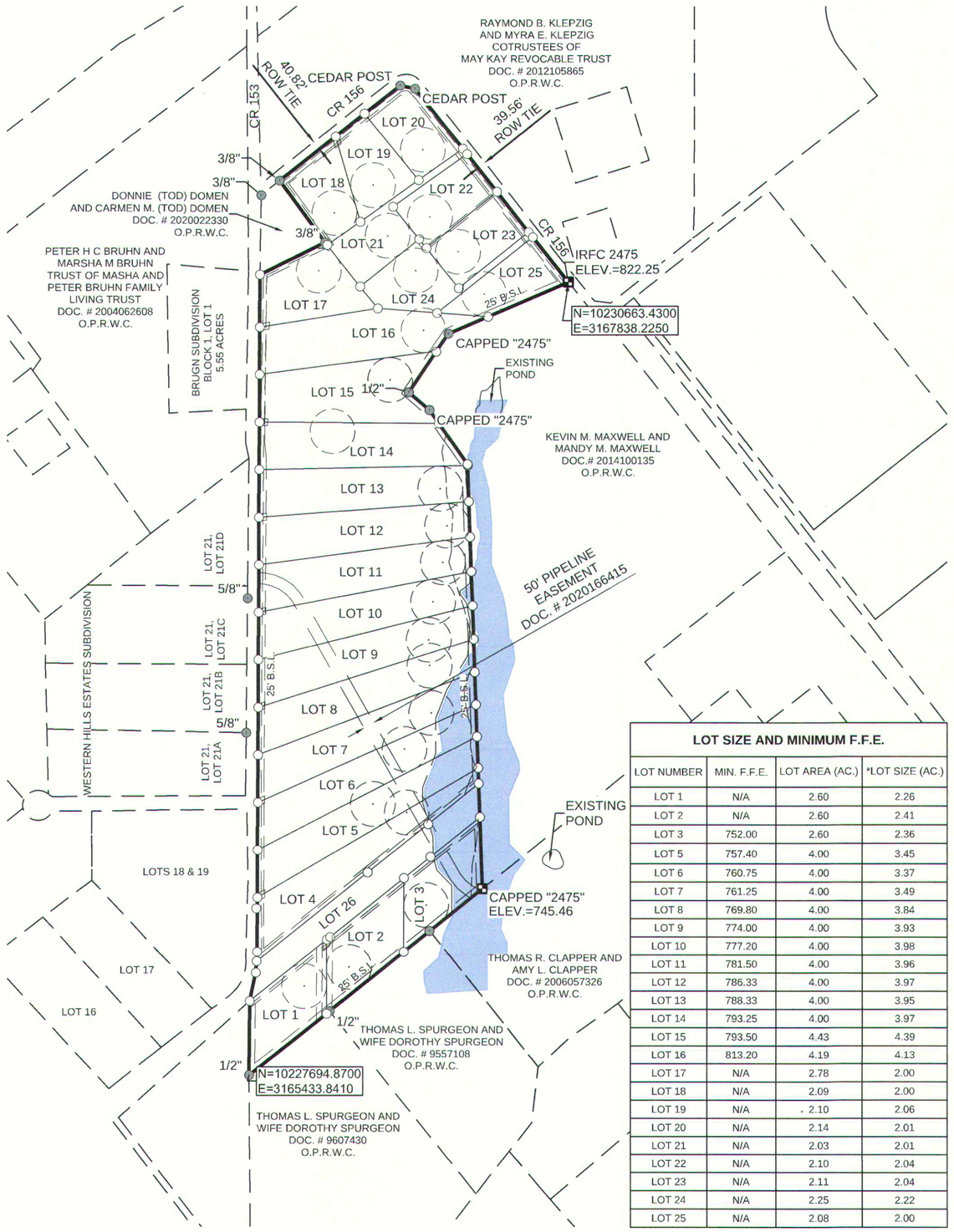
ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM


SUBMITTAL DATE: 12/8/2022

ORIGINAL SURVEY: WALKER, J SURVEY
ABSTRACT NO. 688

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0325F, DATED DECEMBER 20, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED




**LOT SIZE AND MINIMUM F.F.E.**

| LOT NUMBER | MIN. F.F.E. | LOT AREA (AC.) | *LOT SIZE (AC.) |
|---|---|---|---|
| LOT 1 | N/A | 2.60 | 2.26 |
| LOT 2 | N/A | 2.60 | 2.41 |
| LOT 3 | 752.00 | 2.60 | 2.36 |
| LOT 5 | 757.40 | 4.00 | 3.45 |
| LOT 6 | 760.75 | 4.00 | 3.37 |
| LOT 7 | 761.25 | 4.00 | 3.49 |
| LOT 8 | 769.80 | 4.00 | 3.84 |
| LOT 9 | 774.00 | 4.00 | 3.93 |
| LOT 10 | 777.20 | 4.00 | 3.98 |
| LOT 11 | 781.50 | 4.00 | 3.96 |
| LOT 12 | 786.33 | 4.00 | 3.97 |
| LOT 13 | 788.33 | 4.00 | 3.95 |
| LOT 14 | 793.25 | 4.00 | 3.97 |
| LOT 15 | 793.50 | 4.43 | 4.39 |
| LOT 16 | 813.20 | 4.19 | 4.13 |
| LOT 17 | N/A | 2.78 | 2.00 |
| LOT 18 | N/A | 2.09 | 2.00 |
| LOT 19 | N/A | 2.10 | 2.06 |
| LOT 20 | N/A | 2.14 | 2.01 |
| LOT 21 | N/A | 2.03 | 2.01 |
| LOT 22 | N/A | 2.10 | 2.04 |
| LOT 23 | N/A | 2.11 | 2.04 |
| LOT 24 | N/A | 2.25 | 2.22 |
| LOT 25 | N/A | 2.08 | 2.00 |

1. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
2. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE WELLS.
4. * LOT SIZE (AC.) COLUMN OF LOT SIZE AND MINIMUM F.F.E. TABLE DENOTES APPROXIMATE AREAGE OF LOT LOCATED OUTSIDE OF RECOGNIZABLE BED AND BANKS OF WET WEATHER CREEKS, BODIES OF WATER AND DEDICATED RIGHT-OF-WAY EASEMENTS. MEASUREMENTS DO NOT CONSTITUTE A LEGAL BOUNDARY.

0 400 800
SCALE: 1"=400'

**BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).**

**83.867 ACRES**

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND LOCATED IN THE **JOHN WALKER SURVEY, ABSTRACT NO. 688**, SITUATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING ALL OF THE RESIDUAL PORTION OF A CALLED "145 ACRES" CONVEYED IN A DEED FROM BERTIE F. MCDANIEL, ET AL, TO CHRIS H. DOERFLER, ET UX, GLADYS I. DOERFLER DATED 03-28-1967 AS RECORDED IN VOLUME 498, PAGE 155, DEED RECORDS OF WILLIAMSON COUNTY (DRWC) BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF OCTOBER, 2021 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A FOUND 3/8" IRON ROD *(NORTH = 10,231,475.96 FEET EAST = 3,166,738.762 FEET)* AT THE NORTHEAST CORNER OF A CALLED "1.59 ACRES" CONVEYED IN A REVOCABLE TRANSFER ON DEATH DEED FROM CARMEN M. DOMEL TO DONNIE L. DOMEL DATED 03-04-2020 AS RECORDED IN DOCUMENT NO. 2020022330 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC) IN THE SOUTH LINE OF WILLIAMSON COUNTY ROAD NO. 156, SAME BEING THE OCCUPIED NORTH LINE OF SAID "145 ACRES";

**THENCE** WITH SAID OCCUPIED NORTH LINE AND EAST LINE OF SAID "145 ACRES", SAME BEING THE FENCED SOUTH AND UPPER EAST LINES OF WILLIAMSON COUNTY ROAD NO. 156, AS FOLLOWS:

- **NORTH 68° 49' 41" EAST** **685.61 FEET** TO AN OLD CEDAR POST,
- **SOUTH 86° 42' 05" EAST** **33.37 FEET** TO AN OLD CEDAR POST,
- **SOUTH 39° 36' 41" EAST** **40.81 FEET** TO AN OLD CEDAR POST AND
- **SOUTH 21° 19' 21" EAST** **1102.24 FEET** TO A FOUND ½" IRON ROD (PLASTIC CAP "2475") AT THE NORTHEAST CORNER OF A CALLED "52.607 ACRES" CONVEYED IN A WARRANTY DEED FROM GLADYS I. DOERFLER AND MIKE DOERFLER TO KEVIN M. MAXWELL AND MANDY M. MAXWELL DATED 12-16-2014 FOUND IN DOCUMENT NO. 2014100135, OPRWC;

**THENCE** WITH THE NORTH AND WEST LINES OF SAID "52.607 ACRES", SAME BEING THE LOWER NORTH AND LOWER EAST LINES OF SUBJECT TRACT, GENERALLY ALONG A WIRE FENCE, THE FOLLOWING CALLS:

- **SOUTH 83° 52' 19" WEST** **583.71 FEET** TO A FOUND ½" IRON ROD (PLASTIC CAP "2475"),
- **SOUTH 51° 04' 28" WEST** **316.31 FEET** TO A FOUND ½" IRON ROD,
- **SOUTH 32° 33' 16" EAST** **121.35 FEET** TO A FOUND ½" IRON ROD (PLASTIC CAP "2475"),
- **SOUTH 17° 47' 27" EAST** **296.31 FEET** TO A FOUND ½" IRON ROD (PLASTIC CAP "2475") AND
- **SOUTH 15° 06' 04" WEST** DEPARTING FROM SAID FENCE (SEE ACCOMPANYING PLAT FOR FURTHER DETAILS) **1897.59 FEET** TO A FOUND ½" IRON ROD (PLASTIC CAP "2475") AT THE SOUTHWEST CORNER OF SAID "52.607 ACRES", SAME BEING THE SOUTHEAST CORNER OF SUBJECT TRACT, IN THE APPROXIMATE COMMON SURVEY LINE OF AFOREMENTIONED **JOHN WALKER SURVEY, ABSTRACT NO. 688** AND THE **T. W. ANDERSON SURVEY, ABSTRACT NO. 50** AS WELL AS THE SOUTH LINE OF AFOREMENTIONED "145 ACRES" AND THE NORTH LINE OF A CALLED "60.67 ACRES" CONVEYED IN A WARRANTY DEED FROM ROBERT L. HOOPES AND GISELLE P. HOOPES TO THOMAS R. CLAPPER AND AMY L. CLAPPER DATED 7-10-2006 AS RECORDED IN DOCUMENT NO. 2006057326, OPRWC;

**THENCE SOUTH 68° 17' 47" WEST** WITH THE COMMON LINE OF SAID "145 ACRES" AND "60.67 ACRES", PASSING THE NORTHWEST CORNER OF SAID "60.67 ACRES" AT +302 FEET (NO MONUMENTATION FOUND), SAME BEING THE APPROXIMATE NORTHEAST CORNER OF A CALLED "28.07 ACRES" CONVEYED IN A WARRANTY DEED FROM THOMAS G. FOUST, JR., ET UX, LINDA D. FAUST TO THOMAS L. SPURGEON, ET UX, DOROTHY SPURGEON DATED 12-21-1995 OF RECORD IN DOCUMENT NO. 9557108 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY (ORWC) AND CONTINUING WITH THE COMMON LINE OF SAID "145 ACRES" AND 28.07 ACRES" A TOTAL DISTANCE OF **874.06 FEET** TO A FOUND ½" IRON ROD AT THE NORTHWEST CORNER OF SAID "28.07 ACRES", SAME BEING THE NORTHEAST CORNER OF A CALLED "NORTHERLY 10 ACRES" CONVEYED IN A WARRANTY DEED FROM THOMAS G. FOUST, JR., ET UX, LINDA D. FAUST TO THOMAS L. SPURGEON, ET UX, DOROTHY SPURGEON DATED 12-18-1995 OF RECORD IN DOCUMENT NO. 9607430, ORWC;

**THENCE SOUTH 68° 33' 37" WEST** WITH THE COMMON LINE OF SAID "145 ACRES" AND "NORTHERLY 10 ACRES" A DISTANCE OF **459.07 FEET** TO A FOUND ½" IRON ROD AT AN EXTERIOR CORNER OF SAID "NORTHERLY 10 ACRES", SAME BEING THE APPARENT SOUTHWEST CORNER OF SAID "145 ACRES";

**THENCE NORTH 17° 29' 47" EAST** WITH THE UPPER EAST LINE OF SAID "NORTHERLY 10 ACRES", SAME BEING THE APPARENT WEST LINE OF SAID "145 ACRES", A DISTANCE OF **331.04 FEET** TO A SET ½" IRON ROD (ORANGE PLASTIC CAP "BRYAN TECHNICAL SVC") IN THE SOUTHEASTERN LINE OF WILLIAMSON COUNTY ROAD NO. 153;

**THENCE** WITH THE SOUTHEASTERN MAINTENANCE LINE OF WILLIAMSON COUNTY ROAD NO. 153, SAME BEING THE SOUTHWESTERN LINE OF SUBJECT TRACT, AS FOLLOWS:

- **NORTH 29° 14' 55" EAST** **129.46 FEET** TO A SET ½" IRON ROD (ORANGE PLASTIC CAP "BRYAN TECHNICAL SVC"),
- **NORTH 17° 31' 44" EAST** **287.14 FEET** TO A SET ½" IRON ROD (ORANGE PLASTIC CAP "BRYAN TECHNICAL SVC") AND
- **NORTH 17° 25' 43" EAST** **2833.36 FEET** TO A SET ½" IRON ROD (ORANGE PLASTIC CAP "BRYAN TECHNICAL SVC") AT THE SOUTHWEST CORNER OF AFOREMENTIONED "1.59 ACRES";

**THENCE NORTH 80° 50' 55" EAST** WITH THE SOUTH LINE OF SAID "1.59 ACRES", GENERALLY ALONG A WIRE FENCE, A DISTANCE OF **324.41 FEET** TO A FOUND 3/8" IRON ROD AT THE SOUTHEAST CORNER OF SAME, SAME BEING AN INTERIOR CORNER OF SUBJECT TRACT;

**THENCE NORTH 19° 17' 05" WEST** THE EAST LINE OF SAID "1.59 ACRES", GENERALLY ALONG A WIRE FENCE, A DISTANCE OF **342.96 FEET** TO THE **PLACE OF BEGINNING**, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF **83.867 ACRES.**

NOTE: BEARINGS AND COORDINATES RECITED HEREIN BASED ON TEXAS PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83/93 ADJUSTMENT.

**SHEET 01 OF 06**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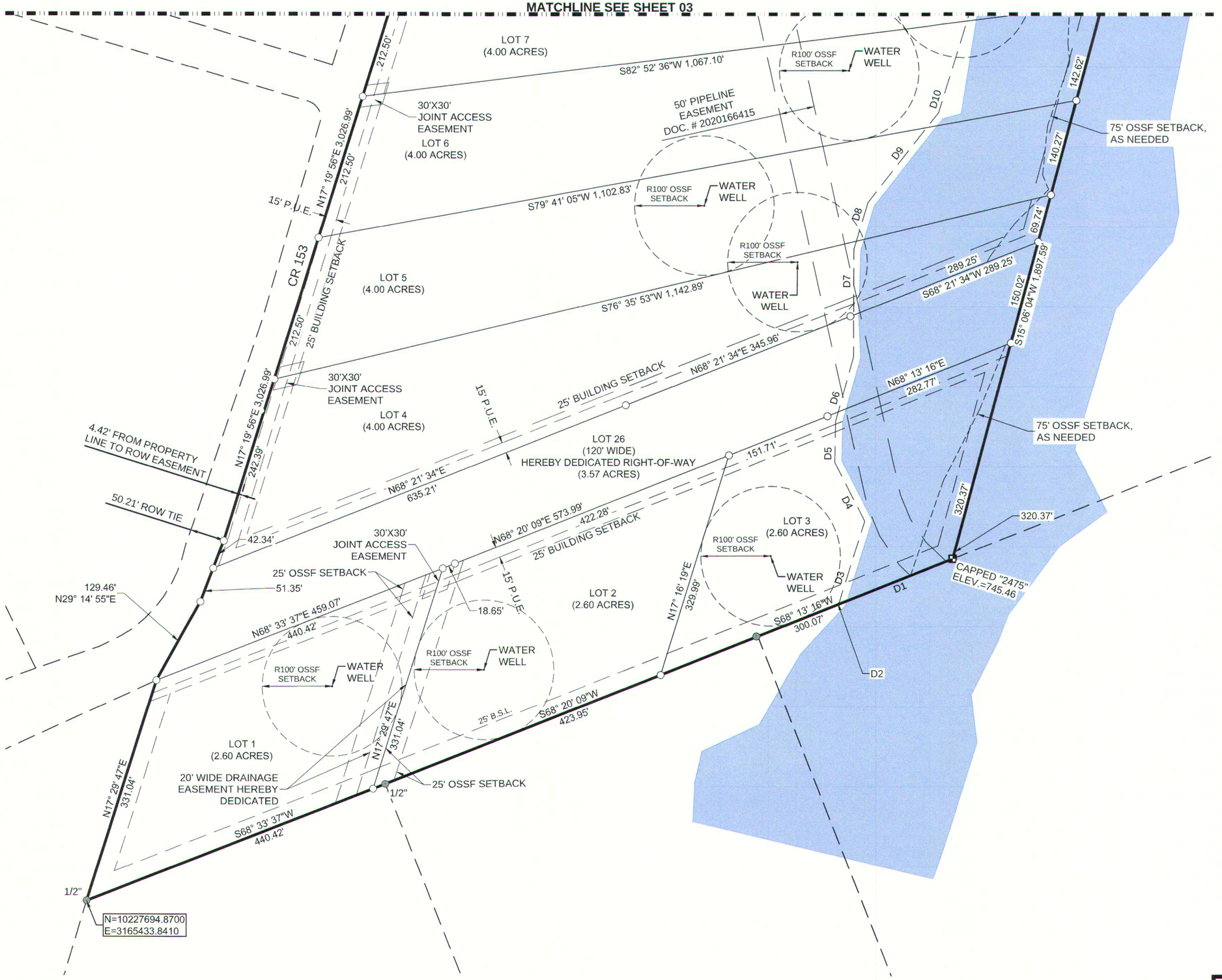
PROJECT NUMBER

Plotted by: Adam, Plot date: 11/08/2023, File name: n:\wz projects\2017\0903 simple subdivision\ Sheets\2109903 FINAL PLAT.dwg

# FINAL PLAT
# OF
# WEIR VIEW ESTATES SUBDIVISION

MATCHLINE SEE SHEET 03




0 100 200
SCALE: 1"=100'

**BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).**



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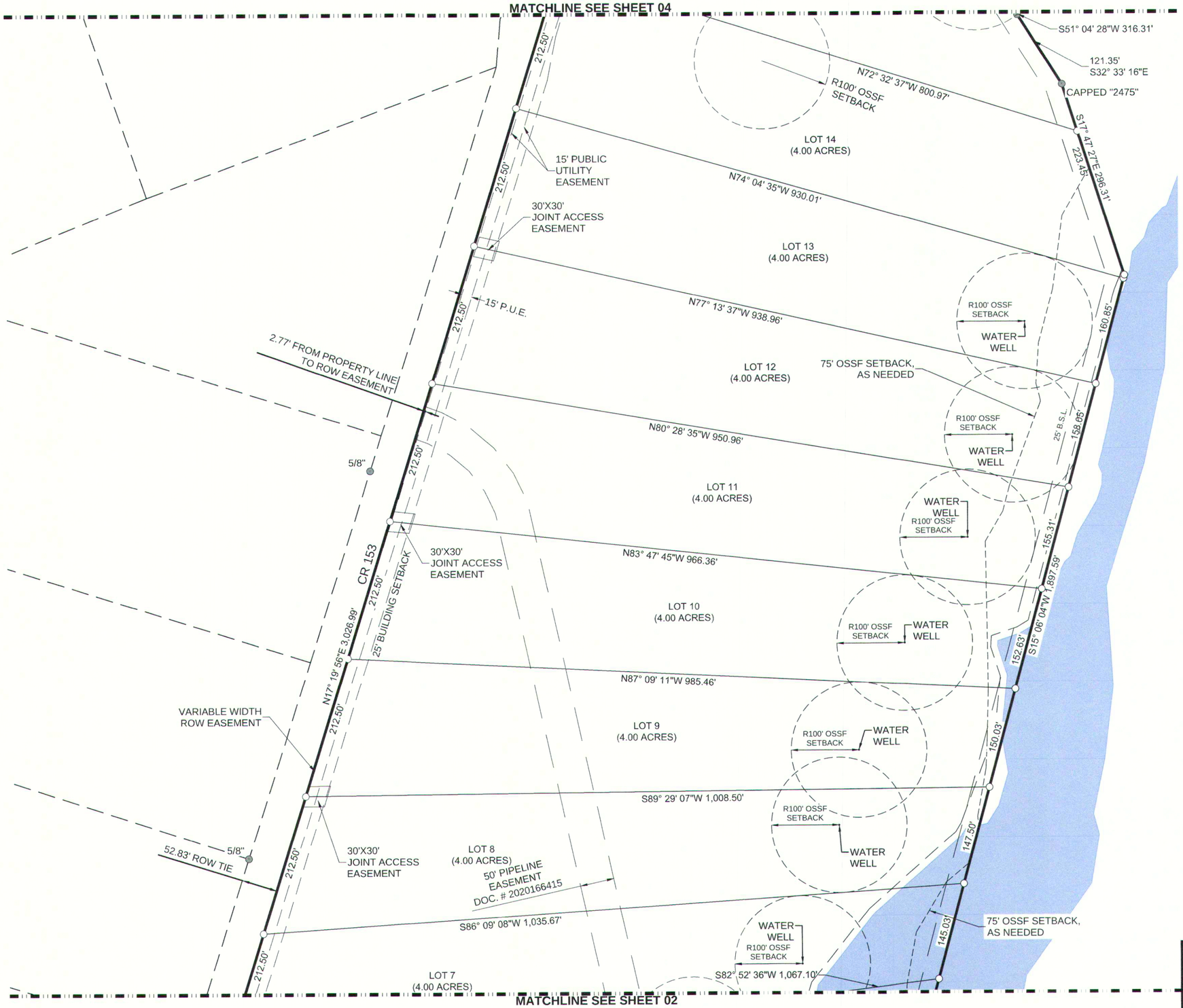
PROJECT NUMBER

Plotted by: Adam, Plot date: 12/07/2023, File name: n:\uz projects\2021\21093 simple subdivision\ / Sheet\21093 FINAL PLAT.dwg

# FINAL PLAT
# OF
# WEIR VIEW ESTATES SUBDIVISION




0 100 200
SCALE: 1"=100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).

Plotted by: Adam, Plot date: 01/08/2025, File name: n:\z projects\2021\2109\3 simple subdivision\ Sheets\FINAL PLAT\2109 FINAL PLAT-LA1.dwg

SHEET 03 OF 06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PROJECT NUMBER

# FINAL PLAT
# OF
# WEIR VIEW ESTATES SUBDIVISION

0 100 200
SCALE: 1"=100'

**BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).**

CEDAR POST
68.07'
S60° 39' 11"E
CEDAR POST
CR 156
202.63'
N68° 49' 41"E 685.61'
164.56'
11.52' FROM PROPERTY LINE TO ROW EASEMENT
40.58' ROW TIE
3/8"
3/8"
318.42'
25' BUILDING SETBACK
30'X30' JOINT ACCESS EASEMENT
15' P.U.E.
LOT 20 (2.14 ACRES)
341.77'
10.54' FROM PROPERTY LINE TO ROW EASEMENT
LOT 19 (2.10 ACRES)
N22° 06' 24"W 382.51'
N00° 56' 31"E 395.82'
R100' OSSF SETBACK
WATER WELL
30'X30' JOINT ACCESS EASEMENT
LOT 18 (2.09 ACRES)
N19° 17' 05"W 342.96'
240.86'
30.23'
320.19'
S71° 39' 47"W 404.67'
S71° 38' 56"W 741.95'
25' BUILDING SETBACK
214.61'
S21° 19' 21"E 1,102.24'
LOT 22 (2.10 ACRES)
15.02'
180.89'
3/8"
N80° 50' 55"E 324.41'
15.24' FROM PROPERTY LINE TO ROW EASEMENT
LOT 21 (2.03 ACRES)
S21° 43' 35"E 238.53'
186.24'
228.78'
S68° 16' 24"W 402.45'
LOT 23 (2.11 ACRES)
234.60'
236.23'
N21° 19' 21"W 361.31'
S68° 16' 25"W 338.15'
15' P.U.E.
LOT 17
30'X30' (2.78 ACRES)
JOINT ACCESS EASEMENT
LOT 24 (2.25 ACRES)
125.08'
228.74'
S21° 43' 35"E 281.03'
30'X30' JOINT ACCESS EASEMENT
38.69' ROW TIE
400.84'
30.01'
S68° 40' 39"W 544.96'
CR 156
256.84'
N17° 19' 56"E 3,026.99'
212.50'
532.32'
N81N81° 53' 52"W 532.32'
55.79' ROW TIE
266.63'
N68° 38' 06"W 494.15'
LOT 25 (2.08 ACRES)
IRFC 2475
ELEV.=822.25
LOT 16 (4.19 ACRES)
15' P.U.E.
227.52'
25' B.S.L.
391.40'
192.31'
S83° 52' 19"W 583.71'
N80° 26' 48"W 796.68'
94.69'
CAPPED "2475"
212.50'
25' B.S.L.
30'X30' JOINT ACCESS EASEMENT
LOT 15 (4.43 ACRES)
221.62'
S51° 04' 28"W 316.31'
N72° 32' 37"W 800.97'
1/2"
LOT 14 (4.00 ACRES)
N=10230663.4300
E=3167838.2250
MATCHLINE SEE SHEET 03

SHEET 04 OF 06


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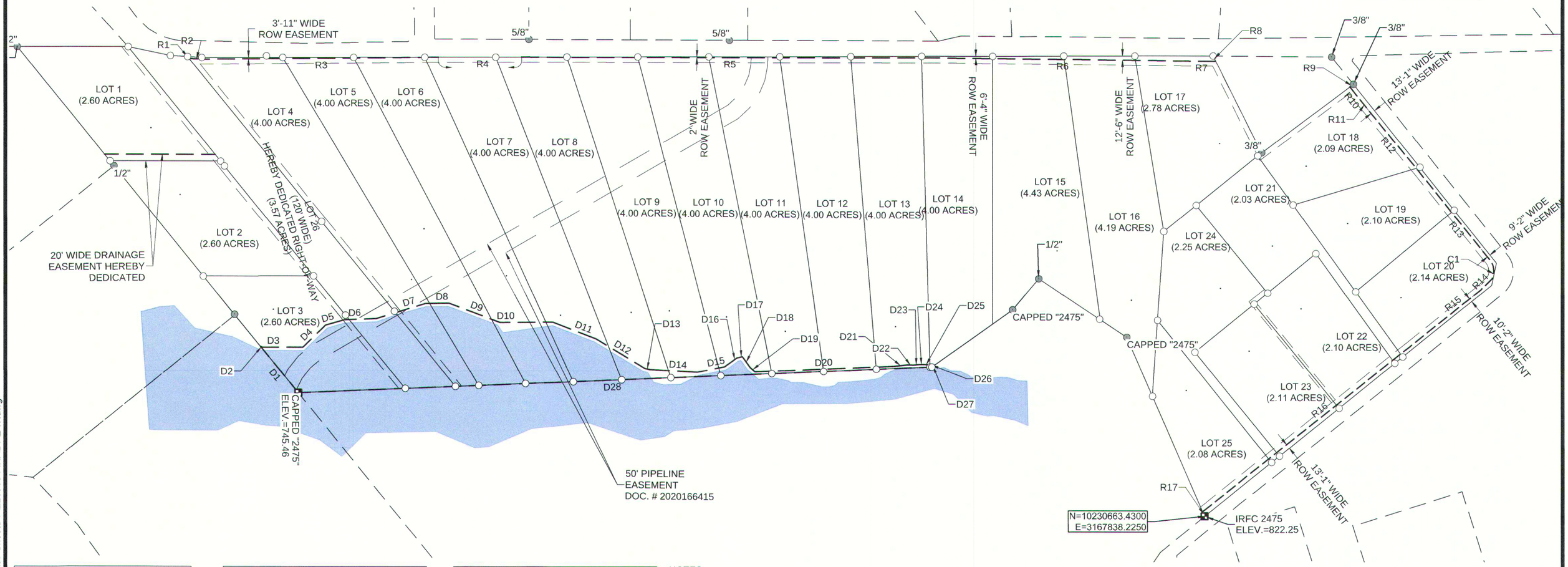
PROJECT NUMBER


Plotted by: Adam, Plot date: 01/09/2023, File name: n:\02 projects\2021\21093 simple subdivision\ Sheet\21093 FINAL PLAT.dwg

# FINAL PLAT
# OF
# WEIR VIEW ESTATES SUBDIVISION

0 200 400
SCALE: 1"=200'

**BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83 (93).**




| ROW EASEMENT LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| R1 | 8.15 | S68° 21' 34"W |
| R2 | 44.16 | S18° 46' 38"W |
| R3 | 701.75 | S16° 56' 10"W |
| R4 | 248.85 | N17° 19' 56"E |
| R5 | 1,246.62 | S17° 33' 04"W |
| R6 | 745.53 | S18° 08' 12"W |
| R7 | 85.16 | S17° 38' 57"W |
| R8 | 17.54 | N80° 50' 55"E |
| R9 | 13.13 | S19° 17' 05"E |
| R10 | 41.91 | N69° 15' 58"E |
| R11 | 54.15 | N68° 34' 04"E |
| R12 | 225.59 | N68° 03' 39"E |
| R13 | 340.73 | N68° 39' 23"E |
| R14 | 47.04 | S27° 09' 32"E |
| R15 | 274.01 | S21° 13' 57"E |
| R16 | 791.06 | S21° 00' 56"E |
| R17 | 15.32 | N83° 52' 19"E |

| DRAINAGE EASEMENT LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| D1 | 179.22 | N68° 13' 16"E |
| D2 | 7.08 | S42° 41' 42"W |
| D3 | 120.82 | S17° 15' 51"W |
| D4 | 94.51 | S26° 51' 39"E |
| D5 | 59.16 | S01° 15' 28"W |
| D6 | 95.00 | S15° 32' 55"W |
| D7 | 154.72 | S00° 12' 26"W |
| D8 | 69.98 | S16° 41' 33"W |
| D9 | 163.51 | S38° 12' 22"W |
| D10 | 158.58 | S17° 08' 39"W |
| D11 | 137.72 | S38° 32' 04"W |
| D12 | 170.68 | S48° 39' 21"W |
| D13 | 15.45 | S30° 08' 48"W |
| D14 | 142.60 | S20° 42' 48"W |

| DRAINAGE EASEMENT LINE TABLE | | |
|---|---|---|
| LINE # | LENGTH | DIRECTION |
| D15 | 82.95 | S06° 04' 27"W |
| D16 | 45.30 | S18° 15' 37"E |
| D17 | 16.52 | S03° 58' 48"W |
| D18 | 40.17 | S71° 23' 27"W |
| D19 | 19.23 | S58° 36' 06"W |
| D20 | 414.20 | S15° 14' 42"W |
| D21 | 43.74 | S11° 21' 07"W |
| D22 | 15.59 | S18° 56' 37"W |
| D23 | 19.92 | S12° 39' 11"W |
| D24 | 11.14 | S16° 21' 46"W |
| D25 | 17.35 | S21° 37' 48"W |
| D26 | 15.81 | S21° 37' 03"W |
| D27 | 9.47 | N17° 47' 27"W |
| D28 | 1,897.59 | N15° 06' 04"E |

NOTES:

1. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
2. LAND WITHIN THIS PLAT IS TERRACED FROM PRIOR AGRICULTURAL USE. THE TERRACING RETAINS RAINFALL RUNOFF AND DIRECTS IT THROUGH EXISTING DRAINAGE PATTERNS ON LOTS. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNERS SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSELY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.
3. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
4. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR LOTS 3-13. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
5. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 3-13 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
6. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY JENNIFER HENDERSON, PE# 116883, DATED FEBRUARY 3, 2022.
7. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
8. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
9. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE # | LENGTH | RADIUS | CHORD |
| C1 | 63.53' | 54.28' | S81° 22' 40"E 59.96' |



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PROJECT NUMBER

Plotted by: Adam, Plot date: 12/07/2023, File name: n:\nz projects\2021\2107093 simple subdivision\ Sheets\FINAL PLAT.dwg

# FINAL PLAT
# OF
# WEIR VIEW ESTATES SUBDIVISION

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, SLADKY LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021187691 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS WEIR VIEW ESTATES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 1 DAY OF August, 2023.

SLADKY LLC
AGENT, Steven Sharrock
10500 N IH35, SUITE C
AUSTIN, TEXAS 78753-3716

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SLADKY LLC, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 01 DAY OF August, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

TINA M. SEVIER
My Notary ID # 129115571
Expires February 6, 2027

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BRUCE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CITY OF WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20___.

08-02-2023

BRUCE BRYAN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4249
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0325F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 3RD DAY OF August, 2023.

8/3/23

JENNIFER L. HENDERSON DATE
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

STATE OF TEXAS
JENNIFER L. HENDERSON
116883
LICENSED
PROFESSIONAL ENGINEER

NOTES (CONTINUED):

10. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
11. WATER SERVICE IS PROVIDED BY: WELL.
    WASTEWATER SERVICE IS PROVIDED BY: OSSF
12. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
13. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0325F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
14. LOTS 21 AND 24 MAY NOT BE FURTHER SUBDIVIDED.
15. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
16. THIS PLAT IS CONSIDERED EXEMPT FROM ON SITE DETENTION. ALL LOTS ARE GREATER THAN TWO ACRES AND ARE REQUIRED TO HAVE 20% OR LESS OF IMPERVIOUS COVER.
17. LOTS 1, 2, AND 3 SHALL USE A SINGLE SHARED DRIVEWAY/ ACCESS TO CR 153 AND NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THIS DRIVEWAY UNTIL SUCH TIME THE ARTERIAL CONNECTING TO CR 153 IS BUILT. DRIVEWAY SPACING FOR LOTS 1, 2 & 3 SHALL BE IN COMPLIANCE WITH THE SPACING REQUIREMENTS AFTER THE ARTERIAL CONNECTING TO CR 153 IS BUILT WITH LOTS 1 & 2 SERVED BY A SINGLE SHARED DRIVEWAY AND LOT 3 SERVED BY AN INDIVIDUAL DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY ANY DRIVEWAY.
18. LOTS 4 AND 5 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
19. LOTS 6 AND 7 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
20. LOTS 8 AND 9 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
21. LOTS 10 AND 11 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
22. LOTS 12 AND 13 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
23. LOTS 14 AND 15 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
24. LOTS 16 AND 17 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
25. LOTS 18 AND 19 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
26. LOTS 20, 21, AND 22 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
27. LOTS 23, 24, AND 25 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
28. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
29. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
30. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
31. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
32. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
33. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
34. FINISHED FLOOD ELEVATIONS (FFES) WERE ESTABLISHED BY TAKING THE BASE FLOOD ELEVATION, AS DETERMINED IN THE REFINED DRAINAGE REPORT BY JENNIFER L. HENDERSON, DATED 2/3/22, AT THE UPSTREAM END OF EACH LOT CROSSED BY THE ATLAS 14 1% ANNUAL CHANCE FLOOD LIMITS, AND ADDING ONE FOOT TO THE BASE FLOOD ELEVATION AND ROUNDED UP.
35. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D Boatright

ADAM BOATRIGHT, P.E. 08/03/2023
WILLIAMSON COUNTY ENGINEER DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 2 DAY OF August, 2023, A.D.

Cindy Bridges

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS §
. §
PRESENTS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY

THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF

AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF

_____, 20___ A.D., AT ____O'CLOCK, ___.M., AND DULY RECORDED THIS THE ____ DAY

OF _____, 20___ A.D., AT ___O'CLOCK, ___.M., IN THE OFFICIAL PUBLIC RECORDS

OF SAID COUNTY IN INSTRUMENT NO. _____.

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

_____
NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY_____, DEPUTY



Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

PROJECT NUMBER

Plotted by: Adam, Plot date: 7/27/2023, File name: n:\z projects\2022\22073 simple subdivision\sheets\22073 FINAL PLAT.dwg

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 08/08/2023

Election Order for Bond Election November 2023

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding “Order Calling A Bond Election For November 7, 2023; Designating Voter Centers; Providing for Early Voting and Election Day Voting; Providing for Performance of Required Administrative Duties; Providing for Conducting the Election; and Providing for Other Matters Related to Such Election.”

**Background**

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**Fiscal Impact**

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

**Attachments**

Order Bond Election Nov 7 23

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:27 AM |
| Form Started By: Julie Kiley | | Started On: 08/03/2023 08:30 AM |
| Final Approval Date: 08/03/2023 | | |

**ORDER CALLING A BOND ELECTION FOR NOVEMBER 7, 2023; DESIGNATING VOTER CENTERS; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; PROVIDING FOR CONDUCT OF THE ELECTION; AND PROVIDING FOR OTHER MATTERS RELATED TO SUCH ELECTION**

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**WHEREAS**, pursuant to the provisions of Chapters 1251 and 1471, Texas Government Code, as amended; Chapter 331, Texas Local Government Code, as amended; the Texas Election Code and other related statutes, the Commissioners Court of Williamson County, Texas (the "County") is authorized to call an election in order to submit to the voters of the County two propositions regarding the issuance of bonds for road and park and recreational purposes with such bonds payable and secured by an annual ad valorem tax imposed by the Commissioners Court; and

**WHEREAS**, the placement of items on the ballot for the County's November 7, 2023 election shall be in accordance with the Texas Election Code (the "Code"); and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place, and purpose of the meeting was given, all as required by the Texas Government Code, Chapter 551; and

**WHEREAS**, the Commissioners Court deems it advisable to call a bond election for the propositions hereinafter stated.

**THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:**

1. A bond election shall be held within the County on November 7, 2023, between the hours of 7:00 A.M. and 7:00 P.M., at such polling places established and designated by the County as set forth on Exhibit "A" to this Order, which exhibit is hereby incorporated by reference and made a part hereof for all intents and purposes. Such Exhibit "A" shall be revised, as necessary, to comply with Texas law, including the addition of, or revision to, Election Day polling places as designated by the Williamson County Election Administrator as applicable and appropriate. In all respects, the election shall be conducted in accordance with the Texas Election Code and the Federal Help America Vote Act. The Williamson County Elections Administrator may also utilize a central counting station as provided by Section 127.000 *et seq.*, as amended, Texas Election Code. Section 61.012, Texas Election Code, requires that at least one accessible voting station must be provided in each polling place used in a Texas election. Such system must comply with state and federal laws setting the requirements for voting systems that (i) fully comply with applicable laws relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provide a practical and effective means for voters with physical disabilities to cast

a secret ballot. The Williamson County Elections Administrator is currently using election systems and software certified by the Texas Secretary of State.

2. The Commissioners Court shall appoint the Presiding Election Judges, Alternate Judges, Early Voting Clerks and other election officials in accordance with the Code. Unless otherwise directed by the County, the Presiding Judge may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots. Oral assistance in Spanish shall be made available to all persons requiring such assistance. Any person requiring oral assistance in Spanish should contact the Presiding Election Judge or the Early Voting Clerk.

3. Early voting shall be administered by the County and conducted for all voters by personal appearance and mail at the designated early voting polling place or places and during the dates and hours set forth herein.

4. Early voting in the election by personal appearance shall be conducted at the times, dates and polling places as determined by the County, and such polling places are hereby established and designated as set forth collectively in Exhibit "B" to this Order which exhibit is incorporated by reference and made a part hereof for all intents and purposes. Such Exhibit "B" shall be revised, as necessary, to comply with Texas law, including the addition of, or revision to, early voting polling places as directed by the Williamson County Elections Administrator as applicable and appropriate. Christopher J. Davis is the Early Voting Clerk. Applications for ballots by mail for voters in Williamson County should be sent to the Williamson County Clerk – Elections Division, 301 SE Inner Loop, Suite 104, Georgetown, Texas 78626. Additional contact information for the Early Voting Clerk is provided below for purposes of compliance with Section 83.010 of the Code:

Phone Number: (512) 943-1630
Email Address: cjdavis@wilco.org
Website: https://www.wilcotx.gov/elections

5. Early voting ballot boards are hereby created to process absentee voting results, and the Presiding Judge of the boards will be appointed by the Williamson County Elections Administrator. The Presiding Judge shall appoint not less than two (2) resident qualified electors to serve as members of the Early Voting Ballot Boards.

6. All resident, qualified electors of Williamson County, Texas shall be entitled to vote at the election.

7. The Williamson County Elections Administrator shall serve as the custodian of voted ballots and all other election records.

8. At the Election the following measures, setting forth the purpose for which the bonds shall be authorized, shall be submitted in accordance with law:

**WILLIAMSON COUNTY, TEXAS SPECIAL ELECTION**
**MEASURE A**

Shall the Commissioners Court of Williamson County, Texas be authorized to issue and sell one or more series of bonds of the County in the aggregate principal amount not to exceed $825,000,000 (which amount of bonds does not exceed one-fourth (1/4) of the assessed valuation of the real property in the County) for the purpose of the construction, acquisition by purchase, maintenance, and operation of macadamized, graveled, or paved roads, or in aid thereof to construct, improve, extend, expand, upgrade and/or develop roads, bridges and state highways including any land and right-of-way acquisitions, utility relocation, signage, pedestrian and bicycle facilities, traffic safety and operational improvements, design costs, related drainage and other costs all related to some or all of the foregoing with respect to the following projects[1]:

Ronald Reagan Boulevard

Liberty Hill Bypass

RM 1431 at 183A Intersection

SE Inner Loop (Georgetown)

Whitestone Boulevard (Cedar Park)

Parmer Lane at SH 45

Kenney Fort Boulevard (Round Rock);

East Wilco Highway (Hutto, Taylor, Georgetown)

Bagdad Road (Leander)

Robinson Ranch Road

Red Bud Lane (Round Rock)

Schultz Lane (Round Rock and Pflugerville)

Deepwood Drive (Round Rock)

Eagles Nest Street (Round Rock)

CR 214

FM 971 (Granger)

CR 305

Corridor A2 (Taylor)

CR 460 (Coupland)

Seward Junction Loop

Kauffman Loop (Leander)

CR 258

Crystal Falls Parkway (Leander)

CR 175

SH 195 at Ronald Reagan Boulevard

I-35 at Inner Loop Interchange (Georgetown)

Wyoming Springs Drive (Round Rock)

West Main Street (Florence)

FM 971 (Georgetown)

Toro Grande Boulevard (Cedar Park)

Chandler Road

CR 123

CR 110

Sonterra Boulevard (Jarrell)

North Barker Street (Thrall)

Salt Lake, Brook, Front Street (Bartlett)

CR 138

CR 458

1 Names are provided for location references only and are not intended to represent project limits.

the bonds of each series to mature serially or otherwise not more than twenty-five (25) years from their date; and any issue or series of bonds to be sold at such prices and bear interest at such rate or rates as may be determined within the discretion of the Commissioners Court, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any series of the bonds; and shall the Commissioners Court of the County be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the County sufficient to pay the principal of and interest on the bonds?

**WILLIAMSON COUNTY, TEXAS SPECIAL ELECTION**
**MEASURE B**

Shall the Commissioners Court of Williamson County, Texas be authorized to issue and sell one or more series of bonds of the County in the aggregate principal amount not to exceed $59,000,000 for the purpose of the construction, improvement, renovation, equipment, acquisition of lands and interests therein, buildings and facilities for park and recreational purposes, open space/preserve land, trail acquisition and pedestrian and bike trail improvements including design costs, utility relocation, related drainage and other costs to include, but not limited to:

Trail extension from Cedar Park Lakeline Park to Twin Lakes Park

Regional Park trail extension southward towards Brushy Creek Regional Trail

Trail extension from Berry Springs Park and Preserve north and westward towards Georgetown Westside Park along Berry Creek

Trail extension south and eastward along Brushy Creek near Sam Bass Road

Williamson County Expo Center improvements including cover on west arena with restrooms and showers

the bonds of each series to mature serially or otherwise not more than twenty-five (25) years from their date; and any series of bonds to be sold at such prices and bear interest at such rate or rates as may be determined within the discretion of the Commissioners Court, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any series of the bonds; and shall the Commissioners Court of the County be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in the County sufficient to pay the principal of and interest on the bonds?

9. The official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITIONS with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

**WILLIAMSON COUNTY, TEXAS SPECIAL ELECTION**
**PROPOSITION A**

| | | |
|---|---|---|
| FOR | ) | THE ISSUANCE OF $825,000,000 OF BONDS FOR ROADS AND THE LEVY OF TAXES SUFFICIENT TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS. |
| AGAINST | ) | |

**WILLIAMSON COUNTY, TEXAS SPECIAL ELECTION**
**PROPOSITION B**

| | | |
|---|---|---|
| FOR | ) | THE ISSUANCE OF $59,000,000 OF BONDS FOR PARK AND RECREATIONAL PURPOSES AND THE LEVY OF TAXES SUFFICIENT TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS. |
| AGAINST | ) | |

10. Solely for purposes of compliance with Section 3.009(b) of the Texas Election Code, set forth in Exhibit "C" attached hereto is the information required in a bond election order. Such Exhibit "C" is hereby incorporated by reference and made a part hereof for all intents and purposes.

11. The Elections Administrator is authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in the manner and for the time periods required by law.

In accordance with provisions of the Code, the forms of voter information documents pertaining to the PROPOSITIONS to be voted on at the Election are attached hereto as Exhibit "D" (collectively, the "Voter Information Document"). A substantial copy of this Order and the Voter Information Document (each as may be modified without further Commissioners Court action in a manner that is consistent with the calling of the Election and the election notice requirements of the Code applicable to the Election, including any proclamations by the Governor) shall serve as proper notice of the election and the voter information document required by Section 1251.052(b), Texas Government Code, respectively. The Elections Administrator is authorized to give or cause to be given the following to be posted and published in accordance with law:

(a) A notice of the election, shall be published in the *Williamson County Sun*, a newspaper of general circulation in the County, on the same day in each of two successive weeks with the first publication occurring not earlier than the thirtieth (30th) day or later than the fourteenth (14th) day prior to the day of the Election;

(b) This Order and the Voter Information Document shall be posted not later than the 21st day prior to the date set for the Election (i) on the bulletin board used for posting notices of meetings of the Commissioners Court (and also at the County Courthouse if such bulletin board is located elsewhere) and (ii) at three other places in the County;

(c) This Order and the Voter Information Document shall be posted on election day and during early voting by personal appearance, in a prominent location at each polling place; and

(d) This Order, the Voter Information Document and any sample ballot prepared for the Election shall be posted during the 21 days before the election, prominently on the County's Internet website.

Each of the notice of election, this Order and the Voter Information Document shall be published and/or posted, as provided above and as required by the Code, in both English and Spanish translations. All notices provided as required by this Order shall be modified as necessary to take into account any future proclamations issued by the Governor impacting the Election.

12. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby

13. The Williamson County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on November 7, 2023. The official canvass and tabulation of the results of the Bond Election shall be conducted in accordance with the Texas Election Code.

SIGNED AND SEALED the 8th day of August, 2023.

County Judge
Williamson County, Texas

ATTEST:

County Clerk
Williamson County, Texas

(SEAL)

**EXHIBIT "A"**
**ANEXO "A"**

**ELECTION DAY POLLING PLACES**
**NOVEMBER 7, 2023**

**SEE ATTACHED POLLING LOCATIONS***

**SUBJECT TO CHANGE**

***As of the date of this Order, Williamson County has a preliminary list of the Election Day precincts and polling places which is attached as Exhibit "A" to this Order. If any changes are made to the precincts and polling places the updated version will replace the information attached as Exhibit "A."***

**Vote Center Locations** – *Locaciones de Centros de Votós*

**Kelly Reeves Athletic Complex - Conference Room, 10211 W Parmer Lane, Austin**
**Anderson Mill Limited District, Room A / B, 11500 El Salido Parkway, Austin**
**Wingate by Wyndham Williamson Conf Center, 1209 N I-35, Round Rock**
**Sleep Inn & Suites, 1980 S I-35, Round Rock**
**South University, Room 110, 1220 W Louis Henna Blvd., Round Rock**
**Williamson County Jester Annex, Anderson & Harrell Rooms, 1801 E Old Settlers Blvd., Round Rock**
**Gateway Church, Auditorium Lobby, 7104 McNeil Dr., Austin**
**Harmony School of Endeavor, 13415 N FM 620, Austin**
**Allen R Baca Center, Building 2, Meeting Room 3, 301 W. Bagdad Ave., Round Rock**
**Round Rock Public Library, Room A, 200 E Liberty Ave., Round Rock**
**Rattan Creek Park Community Center, Great Room, 7617 Elkhorn Mountain Trail, Austin**
**Hartfield Performing Arts Center, Lobby, 5800 McNeil Dr., Austin**
**Round Rock Randalls, 2051 Gattis School Road, Round Rock**
**Cedar Ridge High School, Auditorium, 2801 Gattis School Road , Round Rock**
**Bethany United Methodist Church, D105 Ministry Center, 10010 Anderson Mill Road, Austin**
**ACC Round Rock, Building 3000, Room 3103, 4400 College Park Dr., Round Rock**
**St. Vincent de Paul Catholic Church, Portable Bldg., 9500 Neenah Ave., Austin**
**Cox Elementary School, 1001 Brushy Creek Rd., Cedar Park**
**Liberty Hill ISD Gym Annex, 301 Forest St., Liberty Hill**
**Liberty Hill High School, Auditorium Lobby, 16500 W. SH 29, Liberty Hill**
**Santa Rita Ranch, Ranch House, 175 Elizabeth Park Blvd., Liberty Hill**
**Leander Church of Christ, 300 Crystal Falls Parkway, Leander**
**Danielson Middle School, 1061 Collaborative Way, Leander**
**Wiley Middle School, 1526 Raider Way, Leander**
**ACC San Gabriel, Multi-Purpose Room, 449 San Gabriel Campus Dr., Leander**
**Leander First Baptist Church, Gymnasium, 10000 FM 2243, Leander**
**Leander Public Library, Annex Building, 1011 S. Bagdad Rd., Leander**
**Pat Bryson Municipal Hall, 201 N Brushy St., Leander**
**Cedar Park Randalls, 1400 Cypress Creek Rd., Cedar Park**
**Cedar Park Middle School, 2100 Sun Chase Blvd., Cedar Park**
**Cedar Park Recreation Center, Community Room, 1435 Main St, Cedar Park**
**Running Brushy Middle School, 2303 N Lakeline Blvd., Cedar Park**
**Georgetown Randalls, Atrium Near Front Entrance, 5721 Williams Dr, Georgetown**
**Andice Community Center, 6600 FM 970, Florence**
**Florence City Hall, Council Chambers, 851 FM 970, Florence**
**Georgetown City Hall, Community Room, 808 Martin Luther King Jr. St., Georgetown**
**Southwestern University, Julie Puett Howry Center, 1001 Southwestern Blvd., Georgetown**
**Austin Sports Center, 1420 Toro Grande Blvd, Cedar Park**
**First Baptist Church of Georgetown, Worship Center Foyer, 1333 W University Ave., Georgetown**
**Brushy Creek MUD Community Center, Maple Room, 16318 Great Oaks Dr., Round Rock**
**Georgetown Annex, HR 108, 100 Wilco Way, Georgetown**
**Carver Center for Families, TBD, 1200 W 17th St., Georgetown**
**Georgetown ISD Technology Bldg., Conference Room, 603 Lakeway Dr., Georgetown**
**Round Rock Presbyterian Church, 4010 Sam Bass Rd., Round Rock**
**Fern Bluff MUD Community Center, Canyon Room, 7320 Wyoming Springs Dr., Round Rock**
**The Delaney at Georgetown Village, 359 Village Commons Blvd., Georgetown**

**The Oaks Community Center - Sun City, Main Room, 301 Del Webb Blvd., Georgetown**
**The Worship Place, Narthex, 811 Sun City Blvd., Georgetown**
**Hutto ISD HR Building, Meeting Room, 200 College St., Hutto**
**Sonterra HOA Pool & Clubhouse, 510 Sonterra Blvd., Jarrell**
**Walburg Community Center, 4000 FM 972, Walburg**
**Community Bible Church of Weir, 315 FM 1105, Weir**
**Jarrell ISD Administration Building, Board Room, 108 East Avenue F, Jarrell**
**St Peter's Church of Coupland, 108 Wathen Street, Coupland**
**St John Lutheran Church, 409 S Main St., Thrall**
**Granger Brethren Church, Fellowship Hall, 306 W Broadway St., Granger**
**Saint Patrick Catholic Church, 2500 Limmer Loop, Hutto**
**Forest Creek Elementary School, Portable Bldg., 3505 Forest Creek Dr., Round Rock**
**Bartlett City Hall, Council Chambers, 140 W Clark St., Bartlett**
**Taylor ISD Event Center, 3101 N. Main St., Taylor**
**Taylor City Hall, Auditorium, 400 Porter St., Taylor**
**Heritage Baptist Church, Room 103, 1601 FM 971, Georgetown**
**Emmaus Church of Georgetown, Atrium, 5060 E Hwy 29, Georgetown**
**Round Rock Sports Center, 2400 Chisholm Trail, Round Rock**
**Palm Valley Lutheran Church, Back Porch Building, 2500 E Palm Valley Blvd., Round Rock**

**EXHIBIT "B"**
**ANNEXO "B"**

## EARLY VOTING SCHEDULE

## SEE ATTACHED SCHEDULE PROVIDED*

**SUBJECT TO CHANGE**

***As of the date of this Order, Williamson County has a preliminary list of the Early Voting locations, dates and times which is attached as Exhibit "B" to this Order. If any changes are made to the Early Voting locations, dates and times, the updated information will replace the attached as Exhibit "B."***

**Dates and Times for Full-Time Locations and Limited Ballot Voting**

*Fechas y horarios para localidades de tiempo completo*

**Monday, October 23 through Wednesday, November 1** (*Lunes 23 de octubre al miercoles 1 de noviembre)*
8:00 am to 6:00 pm

**Sunday, October 29** (*Domingo 29 de octubre)*
No voting (sin votar)

**Thursday, November 2 and Friday, November 3** (Jueves *2 de noviembre y Viernes 3 de noviembre)*
**7:00 am to 7:00 pm**

**Main Location** - ***ubicación principal***
**Georgetown**: Georgetown Annex, HR 108, 100 Wilco Way, 78626

**Full-Time Branch Locations** – ***ubicaciones de sucurales***
**Austin: Anderson Mill Limited District, Room A, 11500 El Salido Parkway, 78750**
**Austin: Hartfield Performing Arts Center – Lobby, 5800 McNeil Dr., Austin 78729**
**Cedar Park: Cedar Park Recreation Center – Community Room, 1435 Main St. 78613**
**Cedar Park: Cedar Park Randalls, 1400 Cypress Creek Road, 78613**
**Georgetown: Georgetown ISD Technology Building, Conference Room, 603 Lakeway Dr., 78628**
**Georgetown: Georgetown City Hall – Community Room, 808 Martin Luther King Jr. St., 78626**
**Georgetown: The Oaks Community Center-Sun City, 301 Del Webb Blvd., 78633**
**Hutto: Hutto ISD HR Building – Meeting Room, 200 College St., 78634**
**Jarrell: Jarrell ISD Administration Building, Boardroom, 108 East Avenue F, 76537**
**Leander: Leander Public Library Annex, 1011 S. Bagdad Rd., 78641**
**Liberty Hill: Liberty Hill ISD Gym Annex, 301 Forest St., 78642**
**Round Rock: Allen R Baca Center, Bldg. 2 Room 3, 301 W Bagdad Street, 78664**
**Round Rock: Brushy Creek Community Center, Maple Room, 16318 Great Oaks Drive, 78681**
**Round Rock: Round Rock Randalls, 2051 Gattis School Road, 78664**
**Round Rock: Williamson County Jester Annex, Anderson & Harrell Room, 1801 E Old Settlers Boulevard, 78664**
**Taylor: Taylor City Hall, Auditorium, 400 Porter Street, 76574**

**Limited Ballot Voting** – ***Local de Votación limitada***
**Georgetown**: **Georgetown Annex, P105, 100 Wilco Way, 78626**

**Dates and Times for Part-Time Locations**

*Fechas y horarios para ubicaciones a tiempo parcial*

**Monday, October 30 through Wednesday, November 1** (*Lunes 30 de octubre al miercoles 1 de noviembre)*
**8:00 am to 6:00 pm**
**Thursday, November 2 and Friday, November 3** (Jueves *2 de noviembre y Viernes 3 de noviembre)*
**7:00 am to 7:00 pm**

**Part-Time Branch Locations** – *ubicaciones de sucurales*
**Bartlett**: **Bartlett City Hall – Council Chambers, 140 W. Clark St., Bartlett 76511**
**Florence: Florence City Hall, Council Chambers, 851 FM 970, 76527**
**Granger: Granger Brethren Church, Fellowship Hall, 306 W Broadway St., 76530**

**EXHIBIT "C"**
**ANEXO "C"**

**INFORMATION REQUIRED PURSUANT TO SECTION 3.009(b) OF THE TEXAS ELECTION CODE[1]**

(1) The proposition language that will appear on the ballot is set forth in Sections 8 and 9 hereof.

(2) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.

(3) The principal amount of the debt obligations to be authorized is set forth in Sections 8 and 9 hereof.

(4) As set forth in Sections 8 and 9 hereof, if the bonds are approved by the voters, the County will be authorized to levy annual ad valorem taxes, on all taxable property in the County, sufficient to pay the principal of and interest on the bonds as set forth therein.

(5) Based upon the bond market conditions at the date of adoption of this Order, the maximum interest rate for any series of the bonds is estimated to be 5.00% as calculated in accordance with applicable law. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold.

(6) As set forth in Section 8 hereof, if the bonds are approved, they may be issued in one or more series, to mature serially, over a period not to exceed 25 years.

(7) The aggregate amount of the outstanding principal of the County's debt obligations (all of which are secured by a tax levied for debt service purposes) as of the date of this Order is $1,152,310,000.00.

(8) The aggregate amount of the outstanding interest of the County's debt obligations (all of which are secured by an ad valorem tax levied for debt service purposes) as of the date of this Order is $286,909,432.98.

(9) The ad valorem debt service tax rate for the County as of the date of this Order is $0.1339 per $100 of taxable assessed valuation.

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[1] This information is provided solely for purposes of compliance with Section 3.009(b) of the Texas Election Code and is for illustration purposes only. The information is not a part of the propositions to be voted on and does not create a contract with the voters.

**EXHIBIT "D"**
**ANEXO "D"**

## Voter Information Document – Williamson County, Texas Special Election Proposition A

Ballot Information: At the Election, the following language will appear on the ballot:

WILLIAMSON COUNTY, TEXAS
PROPOSITION A

FOR ) THE ISSUANCE OF $825,000,000 OF BONDS FOR ROADS AND THE LEVY OF TAXES SUFFICIENT TO PAY PRINCIPAL AND INTEREST
AGAINST ) ON THE BONDS.

Estimated Debt Service Information:

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition A passes, and all outstanding obligations of the County secured by and payable from ad valorem taxes.

| Principal Amount of Bonds to be authorized under Proposition A | Estimated interest for Bonds to be authorized under Proposition A (1) | Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized under Proposition A(1)(2) | Principal of County's Existing Outstanding Debt as of August 8, 2023(3) | Remaining interest on County's Existing Outstanding Debt as of August 8, 2023(3) | Combined Principal and Interest to timely pay County's Outstanding Debt as of August 8, 2023(3) |
|---|---|---|---|---|---|
| $825,000,000.00 | $459,778,087.50 | $1,284,778,087.50 | $1,152,310,000.00 | $286,909,432.98 | $1,439,219,432.98 |

(1) Interest on the proposed bonds under Proposition A was calculated at a weighted average interest rate of 4.71% based on market conditions as of August 1, 2023, and therefore, the actual interest payable on such proposed bonds may be less than, or more than, the amounts set forth above based on market conditions at the time of sale of the proposed bonds to be authorized under Proposition A.

(2) Assumes the proposed bonds under Proposition A will be sold at their par amount stated in the table above. If Proposition A is approved by the voters, upon the actual sale of the bonds, the principal amount of bonds sold may decrease based on market conditions at the time of such sale.

(3) Aggregate of all outstanding obligations of the County secured by and payable from ad valorem taxes as of the date of August 8, 2023. Such amount also includes obligations which the County currently intends to pay from sources other than ad valorem taxes but that could be paid from ad valorem taxes if such other sources are not available at the time required for payment.

Based on the information and assumptions provided in the table above, the estimated maximum annual increase in the amount of ad valorem taxes that would be imposed on a residence homestead in the County with a taxable appraised value of $100,000 to repay the proposed bonds to be authorized under Proposition A is $0. This estimate assumes (i) annual growth of the County's taxable assessed valuation at a rate of 13.13% in fiscal year 2024, 8.00% in fiscal years 2025 through 2026, 3.00% in fiscal years 2027 through 2029, 2.00% in fiscal years 2030 through 2032 and 1.00% in fiscal years 2033 through 2052, (ii) that the proposed bonds will be issued in multiple series over time, (iii) the proposed bonds will be issued with an amortization that will produce relatively consistent levels of debt service each year, (iv) the continued receipt of pass-through payments from the Texas Department of Transportation that are used to offset debt service and (v) the County defeases approximately $30 million of outstanding debt in fiscal year 2023 and approximately $20 million of outstanding debt in fiscal year 2024.

The information provided in this Document is solely for purposes of compliance with Section 1251.052 of the Texas Government Code and is for illustration purposes only. The information is not a part of the propositions to be voted on and does not create a contract with the voters. Reference is made to the Voter Information Documents for the County's Proposition B for additional information pertaining to other potential new debt of the County.

# Voter Information Document – Williamson County, Texas Special Election
# Proposition B

Ballot Information: At the Election, the following language will appear on the ballot:

WILLIAMSON COUNTY, TEXAS
PROPOSITION B

FOR ) THE ISSUANCE OF $59,000,000 OF BONDS FOR PARK AND RECREATIONAL PURPOSES AND THE LEVY OF TAXES
AGAINST ) SUFFICIENT TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS.

Estimated Debt Service Information:

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition B passes, and all outstanding obligations of the County secured by and payable from ad valorem taxes.

| Principal Amount of Bonds to be authorized under Proposition B | Estimated interest for Bonds to be authorized under Proposition B [(1)] | Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized under Proposition B[(1)(2)] | Principal of County's Existing Outstanding Debt as of August 8, 2023[(3)] | Remaining interest on County's Existing Outstanding Debt as of August 8, 2023[(3)] | Combined Principal and Interest to timely pay County's Outstanding Debt as of August 8, 2023[(3)] |
|---|---|---|---|---|---|
| $59,000,000.00 | $28,579,975.00 | $87,579,975.00 | $1,152,310,000.00 | $286,909,432.98 | $1,439,219,432.98 |

(1) Interest on the proposed bonds under Proposition B was calculated at a weighted average interest rate of 4.25% based on market conditions as of August 1, 2023, and therefore, the actual interest payable on such proposed bonds may be less than, or more than, the amounts set forth above based on market conditions at the time of sale of the proposed bonds to be authorized under Proposition B.

(2) Assumes the proposed bonds under Proposition B will be sold at their par amount of $59,000,000. If Proposition B is approved by the voters, upon the actual sale of the bonds, the principal amount of bonds sold may decrease based on market conditions at the time of such sale.

(3) Aggregate of all outstanding obligations of the County secured by and payable from ad valorem taxes as of the date of August 8, 2023. Such amount also includes obligations which the County currently intends to pay from sources other than ad valorem taxes but that could be paid from ad valorem taxes if such other sources are not available at the time required for payment.

Based on the information and assumptions provided in the table above, the estimated maximum annual increase in the amount of ad valorem taxes that would be imposed on a residence homestead in the County with a taxable appraised value of $100,000 to repay the proposed bonds to be authorized under Proposition B is $0. This estimate assumes (i) annual growth of the County's taxable assessed valuation at a rate of 13.13% in fiscal year 2024, 8.00% in fiscal years 2025 through 2026, 3.00% in fiscal years 2027 through 2029, 2.00% in fiscal years 2030 through 2032 and 1.00% in fiscal years 2033 through 2052, (ii) that the proposed bonds will be issued with an amortization that will produce relatively consistent levels of debt service in each year, (iii) the continued receipt of pass-through payments from the Texas Department of Transportation that are used to offset debt service and (iv) the County defeases approximately $30 million of outstanding debt in fiscal year 2023 and approximately $20 million of outstanding debt in fiscal year 2024.

The information provided in this Document is solely for purposes of compliance with Section 1251.052 of the Texas Government Code and is for illustration purposes only. The information is not a part of the propositions to be voted on and does not create a contract with the voters. Reference is made to the Voter Information Documents for the County's Proposition A for additional information pertaining to other potential new debt of the County.

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 08/08/2023

FY23 CDBG Annual Action Plan

**Submitted By:** Sally Bardwell, HUD Grants

**Department:** HUD Grants

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss and take appropriate action on the Community Development Block Grant FY23 Annual Action Plan.

**Background**

Williamson County has been awarded a Community Development Block Grant (CDBG) FY23 funding allocation of $1,844,652 to successfully support community development and affordable housing efforts for low and moderate-income households and areas throughout the County. This is a request for the final approval of the FY2023 Annual Action Plan and funding recommendations.

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**Fiscal Impact**

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

**Attachments**

FY23 CDBG Annual Action Plan

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 10:21 AM |
| Form Started By: Sally Bardwell | | Started On: 08/03/2023 10:06 AM |
| Final Approval Date: 08/03/2023 | | |

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

Williamson County is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The County is required to prepare an Annual Action Plan to implement its federal CDBG program. The program funding allocation of $1,844,652 is to be used to successfully support community development and affordable housing efforts in low and moderate income areas throughout the County.

The Williamson County consortium consists of ten participating cities and the unincorporated areas of county. The participating cities included Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor and Weir.

Williamson County's current Five-Year Consolidated Plan covers 2019-2023. Williamson County CDBG 2023-2024 Annual Action Plan covers the period from October 1, 2023 to September 30, 2024 and is the fourth Annual Action Plan for the five year period.

The county will allocate $138,579 (7.5%) to program administration and oversight. The remaining funds will be allocated to infrastructure, public facilities and social services. All projects are a high priority as identified in the current Consolidated Plan.

- Jarrell Street Paving Project $503,833
- Granger Water System Improvements $370,365
- Georgetown Home Repair $150,000
- Habitat for Humanity Home Repair $180,000
- Liberty Hill Sidewalks Project $429,435
- Helping Hands of Georgetown Food Pantry $25,000
- Hutto Resource Center Food Pantry $32,900
- Operation Liberty Hill Homeless Emergency Shelter $14,500
- Administration-Program Administration and Oversight $138,579

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The FY23 funded projects were selected to address one or more of the following performance objectives:

- Provide Decent Affordable Housing
- Create Suitable Living Environments
- Create Economic Opportunities

Projects funded in FY23 will address one or more of the following performance outcomes:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

Project selection is guided by the 2019-2023 funding priorities:

**Public Facility and Infrastructure Improvements**

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

**Increase Access to Affordable Housing**

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

**Decrease Homelessness**

- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

**Public Services**

- Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

**Affirmatively Further Fair Housing**

- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

## 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Williamson County CDBG Program identified priorities and needs during the 2019-2023 Consolidated Planning Process, which is utilized in identifying projects to be funded. The Williamson County CDBG program is currently utilizing funds allocated to projects that are in line with current priorities. These projects are monitored as they are being implemented as to ensure progress and eligible spending.

The County did not meet the required timeliness ratio in 2022 or 2023. Delays in projects are due to supply chain demands, increased costs, and meeting the requirements needed when combining multiple sources of funds. Williamson County will complete a HUD approved work-out plan to ensure funds are being utilized.

A summary of past performance is reported in the attached document “Past Performance Evaluation”. Information was taken from the county’s most recently completed Consolidated Annual Performance Evaluation Report for fiscal year 2021 and submitted to HUD.

## 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 1, 2023 and on July 11, 2023 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Williamson County Commissioners' Court on June 27, 2023. The FY23 Annual Action Plan was made available for public comment June 30, 2023-July 31, 2023 on the Williamson County website and at the locations listed below. An announcement of the comment period was published in local newspapers and on the County website. The final document, along with any public comments were presented to the Williamson County Commissioners Court on August 8, 2023.

The FY23 Annual Action Plan was available for review at the Williamson County Courthouse and Website at www.wilco.org, Granger Housing Authority, Taylor Housing Authority and Georgetown Housing Authority.

City Halls of the following:

City of Cedar Park

City of Coupland

City of Georgetown

City of Granger

City of Hutto

City of Jarrell

City of Leander

City of Liberty Hill

City of Taylor

City of Weir

## 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

One participant attended the March 1, 2023 public hearing. An overview of the CDBG program was discussed along with potential projects and funding. There were no participants at the July 11, 2023 public hearing.

The City of Taylor requested feedback on the funding process via email. A response was provided indicating the CDBG application and funding proces.

A meeting was with representatives of the Dickey Museum Multipurpose Center project was made but subsequently cancelled as the project was listed as an alternate project. This was done via email communication.

It is standard for Williamson County to address comments received and take them into consideration prior to final approval.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received are considered and accepted.

## 7. Summary

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| | | |
| CDBG Administrator | WILLIAMSON COUNTY | Community Development |

**Table 1 – Responsible Agencies**

### Narrative (optional)

Williamson County is the lead agency for the CDBG program. CDBG FY23 application process was made available online.

### Consolidated Plan Public Contact Information

Sally Bardwell

Community Development Administrator

710 Main Street

Georgetown TX 78626

512-943-3757

sbardwell@wilco.org

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

The Williamson County CDBG Office is the lead agency in implementing the FY23 Annual Plan. The CDBG Administrator works closely with local social service agencies and other county agencies and committees to meet the needs of LMI residents. County officials were also notified of the funding allocation.

Williamson County CDBG 2023 funds are awarded to participating cities and local social service agencies through the County's CDBG program. Williamson County calls for potential projects to be submitted for funding. Applications are reviewed and a recommendation is developed based on the projects submitted, the amount of money the County has available to fund projects, eligibility of potential projects and how these projects coincide with the priorities set in the Consolidated Plan. Each city and/or agency determines the projects that are submitted for consideration. These projects can be determined via a city comprehensive plan, public input and/or staff recommendation. Comprehensive plans are developed through a network of public meetings, public announcements, and staff and engineer recommendations. Members of the Commissioners Court gather input from constituents and discuss potential projects with the CDBG Administrator. The County also hosts public meetings and makes draft plans available for review prior to final approval.

Applications were made available online and submitted electronically. The link to the applications was posted on the Williamson County website and was emailed to interested parties.

### Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Williamson County is a member of the Williamson County Homeless Coalition. The group meets with other local non-profits and social service agencies to discuss the needs of homeless and those at-risk of becoming homeless. The goals of this group are to form a homeless coalition and attempt to find resources to fill the gaps within the community regarding homeless and at-risk homeless. Agencies include food pantries, mental health agencies, neighboring local units of government, housing agencies, local and neighboring housing authorities, local not for profit health clinics, and Texas Homeless Network staff. The coalition also assists in the point in time count to identify needs and to secure additional funds needed.

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements. The Williamson County Community Development Administrator met with the Health District to discuss potential projects and funding.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

Calls from residents regarding affordable housing options are directed to the local public housing authorities in Austin, Georgetown, Taylor, Granger and Round Rock. Those looking for assistance are also encouraged to contact the Capital Area Housing Finance Corporation to discuss affordable housing options and home buyers' assistance.

Williamson County funds the Taylor Housing Authority for down payment assistance and the Granger Housing Authority for facility repairs. CDBG funds are also being used by the Georgetown Housing Authority for housing improvements.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website is designed to empower residents with information about resources in the area so that they can connect with available services. The site is www.wilco.org/communityresources.

At this time, the CDBG office does not coordinate with corrections programs and institutions. However, Bluebonnet MHMR coordinate with corrections programs and institutions in an effort to assist those who are experiencing a mental crisis. The programs allows for mental health support in an effort to avoid incarceration.

Emergency financial assistance is made available to Veterans who live in Williamson Count through the Veteran Services Office. Funding is provided through a Texas Veterns Commission grant and can be used for emergency assistance with rent/mortgage, burial services, utiliites and food.

All agency types are encouraged to participate in the Williamson County CDBG program.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Williamson County declined to receive ESG funds. Currently there are no Continuum of Care recipients for Williamson County. The County is a member of the Williamson County Homelessness Coalition that meets regularly. The Texas Homeless Network is represented in this coalition and provides information and updates on the Tx Balance of State. The group also includes representatives from organizations that assist the homeless and/or those approaching homelessness in varying aspects such as housing, emergency housing, temporary housing, mental health, physical health, rental assistance, and utility assistance. The Texas Homeless Network also provides guidance on how to complete the point in time count.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | City of Cedar Park |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Cedar Park could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. There was communication with Cedar Park to discuss potential projects, locations and funding. Also discussed low-mod income mapping. |
| 2 | **Agency/Group/Organization** | City of Coupland |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Coupland could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Coupland include potential projects, funding amounts and eligibility. Potential projects assistance to residents of Coupland via the Habitat Home Repair program. |
| 3 | **Agency/Group/Organization** | City of Georgetown |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Non-Homeless Special Needs<br>Housing Rehab and Affordable Housing |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Georgetown is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Georgetown applied for funds for the home repair program. Georgetown has a home repair program and is working with Habitat for Humanity on the Shepard's Village Project. Meetings and email communications for these projects and programs are throughout the year. |

| | | |
|---|---|---|
| 4 | **Agency/Group/Organization** | CITY OF GRANGER |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Water/Wastewater Infrastructure |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Granger is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The City of Granger will utilize funds to improve a portion of the city's wastewater system in low-income area of the city. The city is also utilizing ARPA funds for a wastewater project. Multiple meetings and email communications throughout the year. |
| 5 | **Agency/Group/Organization** | City of Hutto |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Hutto could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Hutto included previous year funding, types of projects to be funded with CDBG funds and locations of eligibility. Hutto Resource Center is a social service program in the city that provides mortgage/rental assistance and a good pantry. |
| 6 | **Agency/Group/Organization** | City of Jarrell |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Water/Wastewater Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Jarrell is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Multiple emails, meetings and phone calls to discuss current and potential future projects were had with the city or representatives of the city. |
| 7 | **Agency/Group/Organization** | City of Leander |
| | **Agency/Group/Organization Type** | Other government - Local |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Leander could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 8 | **Agency/Group/Organization** | City of Liberty Hill |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Liberty Hill is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Liberty Hill will utilize funds for a sidewalk project. Operation Liberty Hill will also receive funds to provide emergency shelter to people experiencing homelessness. |
| 9 | **Agency/Group/Organization** | City of Taylor |
| | **Agency/Group/Organization Type** | Other government - Local |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Non-Homeless Special Needs<br>Water/Wastewater Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. City of Taylor is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The city received funds to improve the city's water system in a low-mod income area. The city is utilizing CDBG-R funds for water system improvements throughout the city. |
| 10 | **Agency/Group/Organization** | City of Weir |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Water/Wastewater Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Weir could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Weir representatives include potential future projects and past projects, additional funding sources, and types of projects for the city. Communication with Weir included information of funding received in the past and potential future funds. |

| | | |
|---|---|---|
| 11 | **Agency/Group/Organization** | Taylor Housing Authority |
| | **Agency/Group/Organization Type** | PHA |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Affordable Housing |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Taylor Housing Authority is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Taylor Housing Authority utilizes CDBG funds for down-payment assistance to increase home ownership for income qualified households. |
| 12 | **Agency/Group/Organization** | Granger Housing Authority |
| | **Agency/Group/Organization Type** | PHA |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Affordable Housing and Rehab |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Granger Housing Authority is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Granger Housing Authority utilized CDBG funds to improve low income housing for income qualified households. The Granger Housing Authority utilized CDBG-R funds to improve affordable housing units. |

| | | |
|---|---|---|
| 13 | **Agency/Group/Organization** | Georgetown Housing Authority |
| | **Agency/Group/Organization Type** | PHA |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Affordable Housing and Rehab |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Georgetown Housing Authority is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Georgetown Housing Authority is utilizing funds to rehab their affordable housing units. Williamson County also assists the housing authority with environmental documents as needed. |
| 14 | **Agency/Group/Organization** | WILLIAMSON COUNTY CRISIS CENTER DBA HOPE ALLIANCE |
| | **Agency/Group/Organization Type** | Services-Victims of Domestic Violence |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Families with children<br>Assistance to victims of domestic violence |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. The Crisis Center is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. The Crisis Center utilizes funds to increase supportive services for victims of domestic violence and to increase security at its shelter location through rehab/improvements. |

| | | |
|---|---|---|
| 15 | **Agency/Group/Organization** | Habitat for Humanity of Williamson County |
| | **Agency/Group/Organization Type** | Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Affordable Housing and Rehab |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Habitat for Humanity of Williamson County is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Habitat utilizes fund for land acquisition and site development to build affordable housing throughout the county. Habitat also utilizes CDBG funds for a home repair program for income qualified households. Information regarding current and potential future projects were discussed via email, phone calls and meetings. |
| 16 | **Agency/Group/Organization** | BLUEBONNET TRAILS COMM. MHMR |
| | **Agency/Group/Organization Type** | Services - Housing<br>Services-homeless |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Services to homeless or near homeless individuals |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Bluebonnet assists homeless individuals with housing first services. |
| 17 | **Agency/Group/Organization** | Interagency Support Council of Easter Williamson County |
| | **Agency/Group/Organization Type** | Mental Health |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Mental Health |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Interagency Support Council is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Interagency utilizes CDBG funds to assist income qualified individuals with mental health support. Interagency Support Council has changed their name to Impact Counseling Services. Williamson County works with the organization to ensure funding is properly utilized and documented. |
| 18 | **Agency/Group/Organization** | Williamson County Commissioners Court |
| | **Agency/Group/Organization Type** | Other government - County |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>HOPWA Strategy<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy<br>Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. The CDBG office works with Commissioners to discuss projects in precincts and county wide. CDBG office provides information on eligibility and funding that Commissioners utilize to make allocation decisions. The Williamson County Commissioners Court strives to utilize funds to improve the quality of lives for low income residents in the county. |
| 19 | **Agency/Group/Organization** | Blackshear/O.L. Price Ex-Student Association |
| | **Agency/Group/Organization Type** | Services-Education<br>Regional organization |
| | **What section of the Plan was addressed by Consultation?** | Public Facilities |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. While the organization does not receive CDBG funds, it could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. A representative for the organization attended the March 1, 2023 public hearing. |
| 20 | **Agency/Group/Organization** | City of Round Rock |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. The CDBG office consults with the City of Round Rock on CDBG shared projects, potential projects, CDBG management and policies. The City of Round Rock receives a direct allocation from HUD. Consultation is to discuss shared projects, if applicable. |

| | | |
|---|---|---|
| 21 | **Agency/Group/Organization** | Key2Free |
| | **Agency/Group/Organization Type** | Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Health<br>Services-Education<br>Services-Employment<br>Services - Victims |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Assistance to victims of sex trafficking |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Key2Free is a subrecipient of County CDBG funds therefore technical assistance is provided as needed. Key2Free utilizes CDBG funds to assist homeless individuals who are victims of domestic violence and sex trafficking. The organization also utilizes funds for medical costs for victims. |
| 22 | **Agency/Group/Organization** | Spectrum |
| | **Agency/Group/Organization Type** | Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide |
| | **What section of the Plan was addressed by Consultation?** | Broadband Services |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Researched information regarding plans available to low income families and households in Williamson County. Plan name Spectrum Internet Assist is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance. |
| 23 | **Agency/Group/Organization** | AT&T |
| | **Agency/Group/Organization Type** | Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide |
| | **What section of the Plan was addressed by Consultation?** | Broadband Services |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Researched information regarding plans available to low income families and households in Williamson County. Plan name Access from AT&T is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance. |
| 24 | **Agency/Group/Organization** | FEMA |
| | **Agency/Group/Organization Type** | Agency - Managing Flood Prone Areas |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Environmental |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consult with FEMA regarding flood plain areas to ensure low income households and HUD funded projects are protected. Data collected from FEMA is used in determining projects and project eligibility. |

| | | |
|---|---|---|
| 25 | **Agency/Group/Organization** | Williamson County Department of Infrastructure |
| | **Agency/Group/Organization Type** | Agency - Managing Flood Prone Areas<br>Agency - Management of Public Land or Water Resources |
| | **What section of the Plan was addressed by Consultation?** | Infrastructure Flood Management |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consult with Department of Infrastructure to develop flood mapping and alleviation of flooding. Data acquired from the Department of Infrastructure allows the County to make informed decisions on project locations, eligibility and need. |
| 26 | **Agency/Group/Organization** | Yellow House Foundation |
| | **Agency/Group/Organization Type** | Services-Health<br>Services-Education<br>Services - Victims |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Substance abuse assistance |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Meetings to discuss funding and required documentation led to the reallocation of funds. |

| | | |
|---|---|---|
| 27 | **Agency/Group/Organization** | Helping Hands of Georgetown |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Food Pantry |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Williamson County works with the organization to ensure funding is properly utilized and documented. |
| 28 | **Agency/Group/Organization** | Hutto Resource Center |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Food Pantry |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Williamson County works with the organization to ensure funding is properly utilized and documented. Meetings were held to discuss the program application process and best practices. |
| 29 | **Agency/Group/Organization** | Operation Liberty Hill |
| | **Agency/Group/Organization Type** | Services - Housing<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for organizations to discuss potential CDBG funded projects or projects that align with CDBG priorities. Organizations are encouraged to contact the CDBG office to discuss potential projects. Williamson County works with the organization to ensure funding is properly utilized and documented. |

**Identify any Agency Types not consulted and provide rationale for not consulting**

All entities were considered for consultation.

## Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | Central Texas Region units of government, including Williamson County | Barriers to affordable housing opportunities. |

**Table 3 – Other local / regional / federal planning efforts**

## Narrative (optional)

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation
**Summarize citizen participation process and how it impacted goal-setting**

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 1, 2023 and July 11, 2023 to gather input regarding the CDBG program and potential projects. One representative attened the March 1 public hearing.

One participant attended the March 1, 2023 public hearing. An overview of the CDBG program was discussed along with potential projects and funding. There were no participants at the July 11, 2023 public hearing.

The City of Taylor requested feedback on the funding process via email. A response was provided indicating the CDBG application and funding proces.

A meeting was with representatives of the Dickey Museum Multipurpose Center project was made but subsequently cancelled as the project was listed as an alternate project. This was done via email communication.

Participating cities and agencies are encouraged to submit applications to the Williamson County CDBG office for projects that meet the priorities and goals outlined in the Consolidated Plan. Project applications are determined via the use of comprehensive plans, public input and/or city staff/management. During the planning process, cities may hold public input meetings as well as post information for review by the public. County Commissioners receive input from constituents and discuss potential projects with the CDBG Administrator. The CDBG Administrator guides potential applicants in the application process and is available to meet to discuss processes, projects and funding.

The project proposal was approved by the Williamson County Commissioners Court on June 27, 2023. No comments were received.

The FY23 Annual Action Plan was available for review at the Williamson County Courthouse and Website at www.wilco.org and at the Granger Housing Authority, Taylor Housing Authority and the Georgetown Housing Authority.

City Halls of the following:

City of Cedar Park

City of Coupland

City of Georgetown

City of Granger

City of Hutto

City of Jarrell

City of Leander

City of Liberty Hill

City of Taylor

City of Weir

## Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Meeting | Non-targeted/broad community | One person attended. | Discussion of CDBG program and potential funding. | No comments were not accepted. | |
| 2 | Newspaper Ad | Non-targeted/broad community | No comments received. | No comments received. | No comments received. | |
| 3 | Internet Outreach | Non-targeted/broad community | No comments received. | Discussion on project allocations. | No comments were not accepted. | |
| 4 | Public Meeting | Non-targeted/broad community | No attendance. | No comments received. | No comments received. | |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

Williamson County was awarded $1,844,652 in FY23. The level of annual funding is expected to remain similar for the remainder of the Five Year Consolidated Plan.

Williamson County does not receive Section 8 funds, LIHTC or Competative McKinney-Vento Homeless Assistance Act funds.

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 1,844,652 | 0 | 0 | 1,844,652 | 1,844,652 | This is an estimated allocation based on historical allocations. The expected amount for the remainder of the Con Plan assumes the same allocation in each subsequent year. |

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The nonprofit organization funded has additional financial capacity through foundations and fundraising campaigns. Federal funds provide the organization with the opportunity to expand their services to benefit more low- and moderate-income persons.

There are no federal or local matching requirements for the CDBG grant. However, the county encourages projects to provide match funds if available.

Match funds obtained from other federal, State, local or private sources:

Jarrell Street Paving Project $10,000

Granger Water System Project $10,000

Habitat for Humanity Home Repair Program $200,000

Helping Hands of Georgetown $165,000

Operation Liberty Hill $11,820

### If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Williamson County does not intend to utilize publicly owned land or property to address the needs identified in this plan.

### Discussion

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Housing Rehabilitation | 2019 | 2023 | Affordable Housing<br>Public Housing | Countywide<br>City of Leander<br>City of Georgetown<br>City of Granger<br>City of Taylor<br>CDBG Participating Cities + Unincorporated Areas of County | Increase Access to Affordable Housing | CDBG: $330,000 | Homeowner Housing Rehabilitated: 45 Household Housing Unit |
| **2** | Improve public facilities | 2019 | 2023 | Non-Housing Community Development | Countywide<br>City of Granger<br>CDBG Participating Cities + Unincorporated Areas of County | Public Facilities and Infrastructure Improvements | CDBG: $1,299,050 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1815 Persons Assisted |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **3** | Provide public services | 2019 | 2023 | Non-Homeless Special Needs Non-Housing Community Development | City of Georgetown CDBG Participating Cities + Unincorporated Areas of County | Public Services | CDBG: $72,440 | Public service activities other than Low/Moderate Income Housing Benefit: 252 Persons Assisted |
| **4** | Planning and Administration | 2019 | 2023 | Administration and Planning | Countywide CDBG Participating Cities + Unincorporated Areas of County | Planning and Administration and Fair Housing | CDBG: $138,579 | Other: 1 Other |

**Table 6 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| **1** | **Goal Name** | Housing Rehabilitation |
| | **Goal Description** | Provide assistance to homeowners for rehabilitation of existing structures to improve and maintain the quality of the affordable housing stock.<br><br>City of Georgetown Home Repair $180,000<br>Habitat for Humanity Home Repair $150,000 |

| | | |
|---|---|---|
| **2** | **Goal Name** | Improve public facilities |
| | **Goal Description** | Improvements to public facilities and infrastructure and facilities that deliver public services. Public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations.<br>Granger Wastewater Colorado Street $344,050<br>Liberty Hill Sidewalk Project $488,000<br>Jarrell Water System Improvements $467,000 |
| **3** | **Goal Name** | Provide public services |
| | **Goal Description** | Public service to low-mod income households and individuals:<br>Helping Hands of Georgetown Food Pantry $25,000<br>Hutto Resource Center $32,900<br>Operation Liberty Hill $14,540 |
| **4** | **Goal Name** | Planning and Administration |
| | **Goal Description** | Administrative and planning costs to operate the CDBG program successfully. Funding amount $138,579 |

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The following table provides the names of the projects funded for FY 2023 utilizing CDBG funds. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Please refer to the Appendix for a list and description of alternate projects.

Williamson County was awarded $1,844,652 in FY23.

**Projects**

| # | Project Name |
|---|---|
| 2 | Granger Water 2022 |
| 3 | City of Georgetown Home Repair Program |
| 4 | Habitat for Humanity of Williamson County/Homeowner Rehab |
| 5 | Liberty Hill Sidewalk Project |
| 6 | Helping Hands of Georgetown/Social Service Food Pantry |
| 7 | Hutto Resource Center |

**Table 7 - Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the County. The County encourages CDBG applicants to seek other resources from other public and private entities in an effort to leverage the limited amount of CDBG funds available.

Project descriptions and specific allocations are found in the appendices of this document.

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| **1** | **Project Name** | Granger Water 2022 |
| | **Target Area** | City of Granger |
| | **Goals Supported** | Improve public facilities |
| | **Needs Addressed** | Public Facilities and Infrastructure Improvements |
| | **Funding** | CDBG: $370,365 |
| | **Description** | Project to include the survey of water assets, modeling of water distribution system, and installation of 12-inch and 8-inch water lines. |
| | **Target Date** | 9/30/2024 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Estimated 715 low income households served. |
| | **Location Description** | Granger TX |
| | **Planned Activities** | Project to include the survey of water assets, modeling of water distribution system, and installation of 12-inch and 8-inch water lines. |
| **2** | **Project Name** | City of Georgetown Home Repair Program |
| | **Target Area** | City of Georgetown |
| | **Goals Supported** | Housing Rehabilitation |
| | **Needs Addressed** | Decrease Homelessness |
| | **Funding** | CDBG: $150,000 |
| | **Description** | Project will assist approximately 20 eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. |
| | **Target Date** | 9/30/2024 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Estimated 23 low income or very low income households assisted. |
| | **Location Description** | City of Georgetown |

| | | |
|---|---|---|
| | **Planned Activities** | Project will assist approximately 20 eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. |
| **3** | **Project Name** | Habitat for Humanity of Williamson County/Homeowner Rehab |
| | **Target Area** | CDBG Participating Cities + Unincorporated Areas of County |
| | **Goals Supported** | Housing Rehabilitation |
| | **Needs Addressed** | Decrease Homelessness |
| | **Funding** | CDBG: $180,000 |
| | **Description** | Project will assist approximately 20 eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. |
| | **Target Date** | 9/30/2024 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Estimated 22 low income or very low income households assisted. |
| | **Location Description** | Participating cities or unincorporated areas of the County. |
| | **Planned Activities** | Project will assist approximately 20 eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. |
| **4** | **Project Name** | Liberty Hill Sidewalk Project |
| | **Target Area** | CDBG Participating Cities + Unincorporated Areas of County |
| | **Goals Supported** | Improve public facilities |
| | **Needs Addressed** | Public Facilities and Infrastructure Improvements |
| | **Funding** | CDBG: $429,435 |

| | | |
|---|---|---|
| | **Description** | Engineering and surveying for the installation of sidewalks in various locations of downtown Liberty Hill. Construction plans and contract documents will be developed for the installation of approximately 9,635 linear feet of sidewalk, 16 sidewalk ramps, and associated temporary erosion control measures. The project will encompass various city streets in downtown Liberty Hill near the area of Loop 332 and CR 279. |
| | **Target Date** | 9/30/2024 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Estimated 895 households assisted in low income area. |
| | **Location Description** | Liberty Hill TX |
| | **Planned Activities** | Installation of sidewalks with associated drainage and ADA compliance activities along Fallwell St, Stubblefield Lane and Myrtle Lane completing a loop for safe nonmotorized travel for the citizens of Liberty Hill. The loop will continue the City's program of providing a walking system for the City. This loop will connect Main Street with the Food Truck Park and an apartment complex as well as a number of residents in the older area of town. |
| **5** | **Project Name** | Helping Hands of Georgetown/Social Service Food Pantry |
| | **Target Area** | City of Georgetown |
| | **Goals Supported** | Provide public services |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $25,000 |
| | **Description** | Food pantry services to qualified clients. |
| | **Target Date** | 9/30/2024 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Estimated 130 low income or very low income people assisted. |
| | **Location Description** | Georgetown TX |
| | **Planned Activities** | Food pantry services to qualified clients. |
| **6** | **Project Name** | Hutto Resource Center |
| | **Target Area** | CDBG Participating Cities + Unincorporated Areas of County |

| | | |
|---|---|---|
| | **Goals Supported** | Provide public services |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $32,900 |
| | **Description** | Food Pantry Services |
| | **Target Date** | 9/30/2024 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Estimated low or very low income people assisted. |
| | **Location Description** | Hutto TX |
| | **Planned Activities** | Food pantry services to qualified clients. |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Projects are determined by the area low mod percent or by individual assistance. Projects will be located in Granger, Georgetown, Jarrell, Liberty Hill, Hutto, and in the unincorporated areas of the county. Percentages are based on the total of the FY23 allocation.

Distribution is as follows:

Georgetown 9.5%

Granger 20%

Liberty Hill 24.1%

Hutto 1.8%

Jarrell 27.3%

Countywide 9.8%

Administration 7.5%

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| Countywide | |
| City of Leander | |
| City of Georgetown | |
| City of Granger | |
| City of Taylor | |
| CDBG Participating Cities + Unincorporated Areas of County | |

**Table 8 - Geographic Distribution**

## Rationale for the priorities for allocating investments geographically

In FY23, Williamson County will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons and households. The county does not prioritize allocations geographically, but rather based on need. All projects either serve low-mod income individuals, households or areas based on census tract data or survey.

## Discussion

Williamson County does not have identified designated target areas for the FY23 Action Plan.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

The county will use FY23 CDBG funds to assist with the Georgetown Home Repair Program and the Habitat for Humanity Home Repair program that allow low and very low income residents to remain in their homes, therefore preventing potential homelessness.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

Projects to be funded as follows:

Georgetown Home Repair $150,000

Habitat Home Repair $180,000

Affordable housing specified meets definition: §92.252 for rental housing or §92.254 for homeownership. Estimates do not include emergency shelter, transitional shelter, or social service activities.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 45 |
| Special-Needs | 0 |
| Total | 45 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 45 |
| Acquisition of Existing Units | 0 |
| Total | 45 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

## Discussion

Project outcomes are as follows:

Georgetown Home Repair 23 households

Habitat Home Repair 22 households

## AP-60 Public Housing – 91.220(h)

### Introduction

Low-income residents largely depend on local housing authorities for access to affordable housing and related services. The purpose of public housing authorities (PHA) is to ensure safe, decent, affordable housing and to create opportunities for resident's self-sufficiency and economic independence.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program. The Georgetown Housing Authority opened it's waitlise on August 8-9, 2023.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

As public housing facilities age, investments are needed to maintain and improve the buildings and units to preserve and maintain safe, decent, affordable housing for the County's most vulnerable residents. This section discusses actions taken to address the needs of public housing residents and the units in which they reside.

### Actions planned during the next year to address the needs to public housing

During FY 2023, Williamson County will fund the following:

- Funding to Georgetown Housing Authority to rehab low income housing units. FY22 funding will be reallocated to update the electrical at the complex.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

Georgetown Housing Authority (GHA) offers various services to residents in an effort to improve their living environment. Services include classes and activities for families such as nutrition and health

classes; exercise groups; medical, hearing and prescription medicine screenings; defensive driving; financial literacy as well as classes about protection from identity fraud/theft. Computer labs and tutors are available to residents for job search activities, resume building, and personal use.

GHA offers the Family Self-Sufficiency (FSS) Program, a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. In partnership with welfare agencies, schools, businesses, and other local partners, GHA has developed a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and focus on self-sufficiency.

The Resident Opportunities and Self-Sufficiency (ROSS) program is another essential service provided through GHA. This program allows residents to receive one-on-one assistance and support from a ROSS Coordinator to identify goals and current needs and to find free or low-cost resources to assist residents in achieving their goals.

The Taylor Housing Autorhity was awarded $100,000 in FY16 CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households. The program has one remaining voucher. Finding a qualified candidate for the remaining voucher has proven difficult.

The County supports the Taylor Housing Authority with a CDBG homeownership program. The program provides down-payment assistance to eligible residents. The County has also provided CDBG funding to both the Granger and Georgetown Housing Authorities for housing improvements. While these projects don't directly affect homeownership, they do provide needed support to residents.

The CDBG office participates in the Williamson County Homeless Coalition. The coalition meets to discuss housing options and funding. Representatives from multiple agencies participate in the meetings including, but not limited to the Round Rock Housing Authority, Georgetown Housing Authority and Taylor Housing Authority.

Currently, only the Taylor Housing Authority has a homeownership program in place.

The Housing Authorities have resident representatives on the board for representation and to encourage residents to become more involved in management.

The County supports all efforts of the Housing Authorities to encourage home ownership and management.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the PHAs in Williamson County are designated as troubled.

**Discussion**

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The following section outlines Williamson County's goals and actions for the year in ending homelessness.

Housing and supportive services for special needs persons including elderly, frail elderly, persons with disabilities, person with HIV/AIDS and their families are supported by Williamson County general funds. The following projects are funded: Williamson-Burnet County Opportunities (Meals on Wheels), Capital Area Rural Transpiration System (transportation needs) , Bluebonnet Trails MHMR (homelessness and mental health), Children's Advocacy Center, Adult and Juvienile Offender Program under the Texas Correction Office on Offender and Medical or Mental Impairments, Williamson County Crisis Center/Hope Alliance (homelessness and domestic violence), and Court Appointed Special Advocates (CASA) of Williamson County. The Williamson County Veteran Services Office assists veterans with emergency assistance with rent/mortgage, burial services, utilities and food.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Williamson County supports Bluebonnet Trails MHMR. The program provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus is on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First also helps individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

The County also supports Hope Alliance with CDBG and general funds. The project offers financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance is provided in the form of monies paid directly to landlords and utility companies. Financial assistance is provided for items such as deposits, rent, and utilities.

This assistance allows survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

Because Williamson County funds wraparound social services offered by service providers working with persons experiencing homelessness, the service providers are able to leverage their resources to provide emergency shelter to help meet the housing needs of homeless persons. Williamson County is not directly increasing the number of emergency shelter beds but rather is funding the supportive services utilized by persons accessing emergency and transitional housing.

In FY22, the Hutto Resource Center was funded $50,000 to assist low-mod income households with rental/mortgage payments. In FY23, Operation Liberty Hill will be funded to provide temporary housing in local motels for those experiencing homelessness during extreme weather.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Williamson County supports Bluebonnet Trails. The project provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus is on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

The County also supports Hope Alliance. The project offers financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance is provided in the form of monies paid directly to landlords and utility companies. Financial assistance is provided for items such as deposits, rent, and utilities.

This assistance allows survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services,**

**employment, education, or youth needs.**

Because Williamson County supports wraparound social services offered by service providers working with persons experiencing homelessness, the service providers are able to leverage their resources to provide emergency shelter to help meet the housing needs of homeless persons. Williamson County is not directly increasing the number of emergency shelter beds but rather is funding the supportive services utilized by persons accessing emergency and transitional housing. These programs are supported with CDBG and general funds.

In FY23, the County is funding the Georgetown Home Repair program, and the Habitat Home Repair program. These projects allow low income individuals to stay in their homes by keeping the houses and units safe and code compliant. Operation LIberty Hill will be funded to provide temporary housing in local motels for those experiencing homelessness during extreme weather.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

**Discussion**

The CDBG Program Administrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County.

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. Williamson County continues to support local organizations, such as the Georgetown Project to assist homeless youth with transitional and permanent housing. This is done through Williamson County Juvenile Services.

Williamson Burnet County Opportunities (WBCO) provides services such emergency assistance, headstart, case management to transition out of poverty, adult education program for job skills, and rapid re-housing program.

Bluebonnet Trails assists local law enforcement with individuals who are in a crisis. They work with health-care facilities, mental health facilities, corrections programs and institutions to ensure that individuals obtain the care they need. They also provide medications and temporary housing as needed and as funds allow.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

This section describes some of the primary challenges to development of affordable housing.

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Habitat for Humanity (Habitat) is the only nonprofit housing developer in Williamson County. Habitat must look for low-cost land as high taxes and insurance make much of the land cost prohibitive. Even with Homestead caps, valuations are increasing and hurting mortgage affordability while low-cost land is increasingly difficult to find. It is a priority of Williamson County to acquire land for affordable housing. Stakeholders discussed that development and zoning ordinances make it difficult to develop affordable housing units.

In FY20, the City of Georgetown and Habitat for Humanity are partnering together to develop 6-12 workforce units located on West 21st Street in Georgetown TX. This project will continue in FY23. Habitat for Humanity is also utilizing CDBG-R funding to acquire land to build affordable housing.

### Discussion:

Williamson County does not set land code uses, zoning and/or policies and procedures for participating cities. The County encourages all participating cities to remove any barriers to affordable housing.

## AP-85 Other Actions – 91.220(k)

**Introduction:**

### Actions planned to address obstacles to meeting underserved needs

The primary impediment to Williamson County's ability to meet underserved needs is limited availability of funding to address identified priorities; the need exceeds the availability of resources. The County will continue to seek public and private resources to leverage its entitlement funds in assisting with implementation of policies and programs.

### Actions planned to foster and maintain affordable housing

Williamson County is committed to fostering and maintaining affordable housing. FY23 CDBG funds have been awarded to following projects to improve or create additional affordable housing:

**Habitat for Humanity of Williamson County Home Repair Program $180,000**

Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

**City of Georgetown Home Repair Program $150,000**

Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.

**Jarrell Street Paving Project $503,833**

Replace existing base material and asphalt along a 2500 foot section of North 5th Street and West Avenue A. Project will also repave the section with a new layer of 2" HMAC asphalt. Existing driveways will be reconnected to the new pavement.

**City of Granger Water System Improvements $370,365**

Project to include the survey of water assets, modeling of water distribution system, and installation of

12-inch and 8-inch water lines. Locations within Granger to be determined. Engineering funded in 2022.

**City of Liberty Hill Sidewalks Project $429,435**

Installation of sidewalks with associated drainage and ADA compliance activities along Fallwell St, Stubblefield Lane and Myrtle Lane completing a loop for safe nonmotorized travel for the citizens of Liberty Hill. The loop will continue the City's program of providing a walking system for the City. This loop will connect Main Street with the Food Truck Park and an apartment complex as well as a number of residents in the older area of town.

## Actions planned to reduce lead-based paint hazards

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

## Actions planned to reduce the number of poverty-level families

Williamson County supports Bluebonnet Trails. The project provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus is on the housing needs of people that are homeless by connecting

with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First also helps individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

The County supports Hope Alliance.. The project offers financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance is provided in the form of monies paid directly to landlords and utility companies. Financial assistance is provided for items such as deposits, rent, and utilities.

This assistance allows survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.

## Actions planned to develop institutional structure

Because Williamson County has relationships with public housing authorities and agencies such as Habitat for Humanity and Hope Alliance, there are opportunities for continued dialogue and support for advancement of institutional structure. Additionally, as a sub-recipient of CDBG funds, the receiving entities must maintain a high level of reporting which requires a strong institutional structure. Williamson County will provide technical assistance as needed to ensure that sub-recipients are in compliance with CDBG regulations.

## Actions planned to enhance coordination between public and private housing and social service agencies

In FY23, Williamson County will continue to support and encourage efforts of the four public housing authorities and agencies such as Habitat for Humanity to collaborate to increase and preserve the number of affordable housing units. Williamson County will also encourage public housing authorities to offer services to residents in financial literacy and planning and to encourage residents to participate in programs designed to increase self-sufficiency.

The County will also fund the following in FY23:

**Helping Hands of Georgetown/Social Service Food Pantry $25,000**

Food pantry services to qualified clients.

**Hutto Resource Center/ Social Service Food Pantry $32,900**

Food pantry services to qualified clients.

**Operation Liberty Hill/ Social Service Homeless Emergency Shelter $14,540**

Provide temporary housing in local motels for those experiencing homelessness during extreme weather.

## Discussion:

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

### Introduction:

There is no program income previously generated under a lump sum drawdown agreement for which a new agreement will be executed during the program year (See §570.513(b)).

### Community Development Block Grant Program (CDBG)
### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

### Other CDBG Requirements

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

Williamson County completed a substantial amendment for the FY22 Annual Action Plan.

## Attachments

**Citizen Participation Comments**

**Public Comments FY23 Annual Action Plan**

Public Hearing held on March 1, 2023. One participant. Discussion included overall CDBG program, funding allocations and potential projects for the FY23 Action Plan.

Public Hearing held on July 11, 2023. No participants.

Communication with a representative for the Dickey Museum and Multipurpose Center included funding allocations and future projects.

Communication with a representative for the City of Taylor included funding allocations and future funding for city projects.

Communication with a representative for the City of Weir included past funding allocations and potential future funding.

**Grantee Unique Appendices**

Past Performance as Reported in the FY21 CAPER

Habitat for Humanity of Williamson County Home Repair Program
Activity 123
Accomplishments: Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
FY21 $150,000
CDBG Funds Utilized to Date: $141,508.91
Fourteen income qualified households assisted

City of Georgetown Home Repair Program
Activity 124
Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
FY21 $100,000
CDBG Funds Utilized to Date $33,197.40
One income qualified households

Interagency Support Council of Eastern Williamson County, Inc/Social Service
Activity 120
Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain and potentially increase the number of clients served. Project is complete. This is the final time this project will be reported in a CAPER.
FY21 $35,000
CDBG Funds Utilized to Date: $35,000
Limited Clientele
Forty-one unduplicated clients served. 576 sessions.

Granger Colorado Street Wastewater Line Replacement
Activity 89
Accomplishments: Project to include the replacement of the existing 8-inch clay wastewater line with a new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks. Engineering is complete. Construction is underway.
FY18 $55,400
FY21 $344,050
CDBG Funds Utilized to Date: $55,400
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

Liberty Hill Sidewalk Project
Activity 131
Accomplishments: Design and installation of approximately 5800 linear feet of sidewalk with ADA accessible curb ramps at street intersections, and erosion and sedimentation control during and immediately after construction. Project will also include approximately 3600 linear feet of drainage improvements to mitigate

existing drainage issues. Project will be located on portions of Hillcrest Lane and Loop 332 and on Lynn Lane, Panther Path and Barrington Drive. Engineering and design are underway for this project.
FY21 $488,000
CDBG Funds Utilized to Date: $0
Percent Low-Mod: 59.60%

Georgetown Housing Authority
Activity 132
Accomplishments: Project will rehabilitate 158 residential dwelling units, GHA office, Senior Center, Activity Learning center, gazebos and site cedar fences with exterior wood repairs. Demolition of the rotten rough cedar privacy entries, removing all deteriorated wood and fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project is undergoing review for possible amendment.
FY21 $330,000
CDBG Funds Utilized to Date: $0

Granger Housing Authority Rehab
Activity 122
Accomplishments: Rehabilitation of back entryway to 26 public housing units to include safety railings and ramps. Project located at the Granger Housing Authority. Project is complete. This is the final time this project will be reported in a CAPER.
FY21 $12,000
CDBG Funds Utilized to Date: $10,445
100% Low Mod

Jarrell Water System Improvements
Activity 127
Accomplishments: Installation of 16" water line including valves, fittings and fire hydrants. Work to be completed on 1st Street, between Avenue I and Avenue E in Jarrell TX. Engineering complete. Construction is underway.
FY21 $467,000
CDBG Funds Utilized to Date: $185,338.71
Census Tract 216.03 BG 2
Percent Low-Mod: 50.74%
Percent Minority: 25.38%

Program Administration
Activity 121
Estimated Funding for FY21: $96,984
CDBG Funds Utilized to Date: $96,984.00
Program Complete

Granger Water System Improvements
Activity 109
Accomplishments: Project to include 35 isolation water valves to reduce the need to shut down the city's water supply due to maintenance/repair efforts. This project is complete. This is the final time this project will be reported in a CAPER.
FY20 $373,925
CDBG Funds Utilized to Date: $324,746.82
Census Tract 213 (Block Group 2)
Percent Low-Mod: 61.7%
Percent Minority: 39.51%

Habitat for Humanity 21st Street Project
Activity 112
Accomplishments: Site development engineering and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. Engineering and planning are underway.
FY20 $133,500
CDBG Funds Utilized to Date: $116,927.00
Income Qualified Households

City of Georgetown 21st Street Project
Activity 113
Accomplishments: Infrastructure for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. Engineering and planning are underway.
FY20 $97,000
CDBG Funds Utilized to Date: $37,000.00
Income Qualified Households

Jarrell Water System Improvements
Activity 114
Accomplishments: Installation of approximately 2400 feet of 12" water line including valves, fittings and fire hydrants. Work to be completed on East Avenue A, between North 2nd Street and North 10th Street in Jarrell TX. Agreement in place. Engineering and planning are complete. Construction is underway.
FY20 $355,520
CDBG Funds Utilized to Date: $297,471.58
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

City of Taylor Water System Improvements Old Coupland Road
Activity 115
Accomplishments: Funding for engineering and planning for water project. Engineering and planning for project are underway.
FY20 $160,000
CDBG Funds Utilized to Date: $0
Census Tract 210 (Block Group 2)
Percent Low-Mod: 70%
Percent Minority: 81.34%

Granger Housing Authority Rehab
Activity 116
Accomplishments: Weatherization through window replacement in approximately 10 units that are 2-3 bedrooms. Project is complete. This is the final time this project will be reported in a CAPER.
FY20 $46,498
CDBG Funds Utilized to Date: $46,404.47
Housing Authority Rehab 100% low-mod

City of Georgetown Home Repair Program
Activity 117
Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are

not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. City utilizing previous funding for project. This is the final time this project will be reported in a CAPER.
FY20 $75,000
CDBG Funds Utilized to Date: $75,000
Five Income Qualified Households

Hutto Resource Center/Social Service Food Pantry
Activity 118
Accomplishments: Food pantry services to qualified clients. 309 food pantry services provided. This is the final time this project will be reported in a CAPER.
FY20 $20,000
CDBG Funds Utilized to Date: $20,000
Limited Clientele, Location and Nature
655 clients assisted

Helping Hands of Georgetown/Social Service Food Pantry
Activity 110
Accomplishments: Food pantry services to qualified clients. Assisted 290 new clients in FY20 and 341 in FY21 with services from food pantry. This is the final time this project will be reported in a CAPER.
FY20 $20,000
CDBG Funds Utilized to Date: $20,000
Limited Clientele, Location and Nature
Percent Minority: 61%

Williamson County Crisis Center dba Hope Alliance/Social Service Transitional Housing
Activity 119
Accomplishments: CDBG funds will be utilized to offer financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. Financial assistance would be provided for items such as deposits, rent, and utilities. This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.
FY20 $35,000
CDBG Funds Utilized to Date: $34,091.71
Limited Clientele
Fifteen new clients served. Thirty-six total clients served.

Bluebonnet Trails Community MHMR Center/Social Service
Activity 108
Accomplishments: Provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Assisted 11 new homeless clients with housing and rental assistance in FY20. Total occurrences of assistance was 34 for homeless clients. Assisted 25 new homeless clients with housing and rental assistance in FY21. Total occurrences of assistance was 53 for homeless clients. This is the final time this project will be reported in a CAPER.
FY20 $50,000
CDBG Funds Utilized to Date: $49,990.00
Limited Clientele Homeless

Percent Minority: 24%

Interagency Support Council of Eastern Williamson County, Inc/Social Service
Activity 120
Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding allows the program to maintain the number of clients served. Program has assisted 41 new clients and provided 576 sessions. This is the final time this project will be reported in a CAPER.
FY21 $35,000
CDBG Funds Utilized to Date: $35,000
Limited Clientele
Percent Minority: 61%

Program Administration
Activity 105
FY20 $102,437
CDBG Funds Utilized to Date: $102,437
Project is closed.

Taylor Housing Authority Home Ownership Program
Activity 79
Accomplishments: Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. 2019: $20,000 committed to a homebuyer who is purchased a Habitat home. 2021: $20,000 utilized by income eligible household. The remaining funds have not been committed to date.
FY16 $100,000
CDBG Funds Utilized to Date: $75,000
Percent Low-Mod: 100%
Percent Minority: 100%

City of Granger Sewer Project
Activity 80
Accomplishments: Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station. Project will include replacement of forcemain and gravity line relocation, and associated project incidentals. Engineering for the project is complete. Completion of easement documentation and engineering is underway. Due to unexpected costs incurred by the City of Granger caused by a major water leak, the original design of the project had to be redesigned and rebid. Engineering and planning are nearing completion with construction to follow.
FY17 $294,350
CDBG Funds Utilized to Date: $44,501.31
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 49.83%
Percent Minority: 39.51%

Williamson County Habitat for Humanity
Activity 74
Accomplishments: Income qualified families has moved into two properties purchased with CDBG funds. This is the final time this project will be reported in a CAPER.
CDBG Funds Utilized: $39,380.56
Two income qualified households

City of Georgetown Home Repair Program
Activity 100
Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. This is the final time this project will be reported in a CAPER.
FY19 $75,000
CDBG Funds Utilized to Date: $75,000
Fourteen income qualified households

Georgetown Housing Authority FY18
Activity 92
Accomplishments: Modernization of 134 dwelling buildings, office/community building, management/maintenance buildings, gazebos and fences. Rehab of entries by removing deteriorated wood on fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project to take place at the Georgetown Housing Authority Stonehaven location. 2019: Stonehaven Apartments experiences critical levels of persistent sewage back-up within its dwelling units. Old, corroding and disintegrating sanitary sewer lines are continually failing, creating sewage blockage and subsequent back-ups into the residential units. It has also been discovered through testing by Terracon Consultants, Inc. that asbestos exists within the VCT flooring and adhesive, the undercoating of the kitchen sinks and the drywall. The asbestos materials will be significantly disturbed while remedying the sewage issues, therefore will need to be abated in accordance with the National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M, Asbestos, Demolitions and Renovations. Project is approximately 89% complete with 98 household returning to renovated units.
FY18 $282,603
FY19 $300,000
CDBG Funds Utilized to Date: $582,603
Housing Authority Rehab 100% low-mod

Lone Star Circle of Care Project Headwaters
Activity 102
Accomplishments: Funds will be utilized to rehab Taylor's West End School to include a kitchen, food pantry, meal packing and serving area, dining area, multipurpose room, offices and restrooms to accommodate Taylor's Melas on Wheels Program and Senior Center activities. Second floor rehab to include waiting room, program registration area, lab, provider and business office space, a nurse station, procedure room, exam rooms, break room, vitals area and storage for Lone Star Circle of Care. The abatement and selective demolition of the West End School site supported by CDBG funding is complete. Project is complete. This is the final time this project will be reported in a CAPER.
FY19 $300,000
CDBG Funds Utilized to Date: $300,000
Percent Low-Mod: Limited Clientele
2633 unduplicated income eligible clients served

The Key2Free/Social Service
Activity 95
Accomplishments: Provide clinical, medical and dental services to victims of human trafficking. Program assisted seven new clients and had 160 encounters in FY19. Program assisted 9 new clients and had 197 encounters in FY20. Program assisted 8 new clients and had 99 encounters in FY21.
FY19 $59,000
CDBG Funds Utilized to Date: $48,865.19

Percent Low-Mod: Limited Clientele

Habitat Home Repair Program FY19
Activity 98
Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. This is the final time this project will be reported in a CAPER.
FY19 $175,000
CDBG Funds Utilized to Date: $175,000
Twenty-nine income qualified households

Williamson County CDBG-CV CARES funding
$939,026 and $1,343,984

Taylor Water Project/Repair Water lines: $800,000
Activity 129
Tieback: Acquisition, construction, reconstruction or installation of public works, facilities and site or other improvements. Construct a public improvement, such as extending broadband infrastructure in an underserved area or reconstructing degraded water lines, to support tele-school and telemedicine and to ensure potable water to homes, schools, and health providers. Engineering and planning are nearing completion. Construction to follow, estimated to take approximately 6 months.
CDBG Funds Utilized to Date: $0
Census Tract 212.03 BG 3
Percent Low-Mod: 78.63%

Granger Housing Authority/Install Central Air: $157,000
Activity 130
Tieback: Rehabilitation of buildings and improvements (including interim assistance). Rehabilitate a commercial building or public facility such as a school building to improve indoor air quality and ventilation to improve public health and prevent spread of coronavirus by replacing the HVAC and other building systems or to add operable windows and other improvements that could ensure the building's continued usefulness during an outbreak.
Project is underway. Estimated completion two months.
CDBG Funds Utilized to Date: $143,834.78
Estimated 26 Units
Percent Low-Mod: 100%

Habitat for Humanity/Land Acquisition to build affordable housing: $636,000
Activity 126
Tieback: Acquisition of property for housing. Respond to residential over-crowding associated with coronavirus spread and with more severe coronavirus disease and poorer post-COVID health outcomes by acquiring property for new construction of affordable housing funded from another source. One property has been purchased for affordable housing. Additional properties are being identified.
CDBG Funds Utilized to Date: $352,795.26

Sacred Heart/Medical care for low income: $640,000
Activity 125
Tieback: Provide testing, diagnosis, vaccination, or other health services to low/mod person at a mobile location. The clinic has provided 1,011 appointments for low-income individuals throughout the County.
CDBG Funds Utilized to Date: $170,972.75
Assisted 130 unduplicated patients.
Percent Low-Mod: 100%

Program Administration: $50,010
Activity 128
CDBG Funds Utilized to Date: $12,368.41

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 08/08/2023

Georgetown Housing Authority Substantial Amendment FY21 and FY22 Funding

**Submitted By:** Sally Bardwell, HUD Grants

**Department:** HUD Grants

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss and take appropriate action on the proposed amendments to the FY21 and FY22 Community Development Block Grant (CDBG) project allocation.

### Background

The proposed amendments would change project descriptions only. The dollar amount will remain the same. Attached are the original project descriptions and funding amounts and the updated project description.

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## Fiscal Impact

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

## Attachments

Georgetown Housing Authority Substantial Amendment FY21 and FY22 Funding

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:29 AM |
| Form Started By: Sally Bardwell | | Started On: 08/03/2023 11:12 AM |
| Final Approval Date: 08/03/2023 | | |

**Georgetown Housing Authority Substantial Amendment FY21 and FY22 Funding**

**Original Allocations and Project Descriptions:**

**Georgetown Housing Authority**
Project will rehabilitate 158 residential dwelling units, GHA office, Senior Center, Activity Learning center, gazebos and site cedar fences with exterior wood repairs. Demolition of the rotten rough cedar privacy entries, removing all deteriorated wood and fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces.
**Funding for FY21:** $330,000
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** Georgetown Housing Authority
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 260 people

**Georgetown Housing Authority**
Project will rehabilitate 104 units at Stonehaven Public Housing with required electrical upgrades. Including but not limited to, provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Replace all switches and plugs. Install GFCI's. Replace riser pipes to meter cans. Install smoke detectors in bedrooms. Replacement of Exterior pad-mounted fused distribution panels. Upgrade the exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel. The external metal service entrance conduits need to be grounded at the panels and conduit needs to be reworked.
**Funding for FY22:** $208,200
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** Georgetown Housing Authority
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 243 people

**Updated Allocations and Project Descriptions.**

**Georgetown Housing Authority**
Project will rehabilitate 104 units at Stonehaven Public Housing with required electrical upgrades. Including but not limited to, provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Replace all switches and plugs. Install GFCI's. Replace riser pipes to meter cans. Install smoke detectors in bedrooms. Replacement of Exterior pad-mounted fused distribution panels. Upgrade the exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel. The external metal service entrance conduits need to be grounded at the panels and conduit needs to be reworked. Improvements to HVAC system and removing gas heaters.
**Funding for FY21:** $330,000
**Funding for FY22:** $208,200
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** Georgetown Housing Authority
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 243 people

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 08/08/2023

District Judges and County District Attorney Salaries

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

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider, and take appropriate action on FY 2024 county supplements for the Williamson County District Judges and Williamson County District Attorney.

**Background**

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Becky Pruitt | 08/03/2023 10:22 AM |
| Form Started By: Becky Pruitt | | Started On: 08/03/2023 09:02 AM |
| Final Approval Date: 08/03/2023 | | |

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 08/08/2023

Resignation Veteran Services

**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 the acceptance of the resignation of Williamson County Veteran Services Director, Juan Amaya, Jr., and take action regarding the hiring and appointment process for a new veterans county service officer to serve as the Williamson County Veterans Services Director.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Becky Pruitt | 08/03/2023 04:17 PM |
| Form Started By: Becky Pruitt | | Started On: 08/03/2023 04:11 PM |
| Final Approval Date: 08/03/2023 | | |

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 08/08/2023

ARPA funding City of Taylor contract

**Submitted By:** Jody Cook, 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 City of Taylor for Infrastructure Improvements to the water project serving the community for reimbursement under the American Rescue Plan Act (ARPA).

### Background

The Commissioners Court approved funding 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 $2,000,000.

## Fiscal Impact

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

## Attachments

City of Taylor ARPA contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:00 AM |
| Form Started By: Jody Cook | | Started On: 08/03/2023 08:30 AM |
| Final Approval Date: 08/03/2023 | | |

# SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF TAYLOR FOR THE WASTEWATER DISTRIBUTION UPGRADE 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 City of Taylor ("SUBRECIPIENT"), (collectively, the "Parties"). 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:

This project will provide for construction improvements, upgrades and enhancements to the centralized wastewater collection and conveyance system for the City of Taylor.

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 Two Million Dollars **($2,000,000.00)** 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:

City Manager
400 Porter Street
Taylor, TX 76574

## XVII.
## SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be

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

## XVIII.
## VENUE AND APPLICABLE LAW

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

## XIX.
## ENTIRE AGREEMENT

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

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2023

**SUBRECIPIENT:**

Authorized Signature

Brian LaBorde
Printed Name

Date: July 13, 2023

APPENDIX A – Scope of Services

**Program:**

This project will provide for construction improvements, upgrades and enhancements to the Bull Branch wastewater collection and conveyance system for the City of Taylor. Currently the City of Taylor has existing sewer lines that need size upgrades, and replacement. This project is anticipated to include the removal of existing 15-inch and 18-inch sewer main and replace with approximately 4,500 linear-feet of 30-inch diameter gravity sanitary sewer between Robinson Park and E 7th Street.

Also the city has a need to reduce I&I (inflow and infiltration) occurring in the Bull Branch wastewater system during rain events. This project will support the City in conducting field investigations to identify potential sources of I&I into the City's wastewater collection system in the Bull Branch basin through visual inspections of manholes and exposed wastewater mains, additional flow and level monitoring, and smoke testing.

The project expenses will be for 5.2 Clean Water: Centralized Wastewater Collection and Conveyance under the U.S Department of the Treasury guidance.

APPENDIX B – Program or Project Budget/Allowable Expenses

**Budget:**

The total program budget will be $2,000,000 and will go toward improving wastewater lines and conveyance system.

Projected budget items:

- Installation of 4,500 LF of 30-inch sewer main
- Approximately 600 LF of 36-inch steel casing installed by method other than open cut (i.e., trenchless)
- Installation of approximately 15 concrete manholes
- Approximately 6.7 acres of site restoration including seeding and pavement restoration
- Removal and/or abandonment of approximately 20 manholes
- Abandonment of approximately 1,900 LF of 18-inch sewer main
- Abandonment of approximately 4,400 LF of 15-inch sewer main

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 08/08/2023

City of Bartlett ARPA Agreement

**Submitted By:** Jody Cook, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Bartlett for Infrastructure Improvements to the Wastewater Upgrade Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

### Background

The Commissioners Court approved funding 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 $430,900.

---

## Fiscal Impact

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

## Attachments

City of Bartlett ARPA contract

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:01 AM |
| Form Started By: Jody Cook | | Started On: 08/03/2023 10:37 AM |
| Final Approval Date: 08/03/2023 | | |

# SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF BARTLETT FOR THE WATER SYSTEM UPGRADE 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 CITY OF BARTLETT ("SUBRECIPIENT"), (collectively, the "Parties"), and shall be effective on _____, 2023 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

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

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

WHEREAS, the State and Local Fiscal Recovery Funds ("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: UPGRADES TO THE WATER SYSTEM AND WATER TREATMENT FACILITY ON JACKSON STREET.

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 **$430,900.00 (FOUR HUNDRED THIRTY THOUSAND AND NINE HUNDRED 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:

Mayor
City of Bartlett
140 W Clark Street
Bartlett, TX 76511

## XVII.
## SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be

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

## XVIII.
## VENUE AND APPLICABLE LAW

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

## XIX.
## ENTIRE AGREEMENT

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

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2023

**SUBRECIPIENT:**

Chad McGee, Mayor
Authorized Signature

Chad McGee
Printed Name

Date: July 10, 2023

APPENDIX A-Scope of Services

Appendix A:

- Replacing the standpipe (i.e., the line that takes the water to the top of the small, elevated water tower located at the water treatment plant), thrust blocks, valves and related components located in the interior of the water tower that have badly deteriorated and need replacement.
- Install additional booster pump(s) that will allow full capacity of the "Prison" water tower which will increase LUE capacity substantially while better utilizing existing infrastructure and allow for preventative maintenance of existing pumps and tanks when needed.
- Install an additional 50,000-gallon Ground Storage Tank (GST) to create redundancy to the system and allow for preventative maintenance to the existing 400,000-gallon GST and elevated towers as needed.
- Provide and install Atmospheric and isolation valving to provide proper filling of "Prison" elevated storage tank which will ensure full usage of each water tower and create redundancy to the system which will better serve our citizens.

APPENDIX B -Program or Project Budget/Allowable Expenses

- 5.11 Drinking Water: Transmission and Distribution
- 5.14 Drinking Water: Storage

(Incorporated herein s if copied in full)

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 08/08/2023

City of Georgetown ARPA Agreement

**Submitted By:** Jody Cook, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Georgetown for Infrastructure Improvements to the Wastewater Upgrade Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

### Background

The Commissioners Court approved funding 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 $10 million.

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## Fiscal Impact

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

## Attachments

City of Georgetown ARPA contract

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:28 AM |
| Form Started By: Jody Cook | | Started On: 08/03/2023 10:51 AM |
| Final Approval Date: 08/03/2023 | | |

**SUBRECIPIENT AGREEMENT BETWEEN**
**WILLIAMSON COUNTY AND City of Georgetown**
**FOR THE SH 138 Waterline Upgrade 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 City of Georgetown ("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 SH 138 Waterline Upgrade Project provides support and redundancy to the City of Florence water supply system. This upgrade along with other capital improvement projects allows the residents of Florence to access up to a total of 500 acre-feet of water resources from the City of Georgetown.

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 $10,000,000.00 (TEN MILLION 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:

City of Georgetown
PO Box 409
Georgetown, TX 78627-0409

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

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

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2023

**SUBRECIPIENT:**

_____
Authorized Signature

Mayor Josh Schroeder
Printed Name

Date: July 25, 2023

Approved as to Form:

Skye Masson, City Attorney

APPENDIX A – Scope of Services

This project includes the upgrade of the existing 12" main along SH 138 with a new 24" water line. The SH138 Water Line project includes the installation of approximately 27,000 LF of 24" water main, installed via open trench and jack/bore, required appurtenances, and connections to existing water lines. The water line will be installed from Hoover (EST) northwest along SH 138 to CR 222 and east along SH 138 to North Patterson Avenue.

APPENDIX B – Program or Project Budget/Allowable Expenses

5.11 Drinking water: Transmission & Distribution

Construction cost for water line upgrade project is budgeted at $10 million

(incorporated herein as if copied in full)

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 08/08/2023

ARPA Agreement Coupland Water Supply Corporation

**Submitted By:** Jody Cook, 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 $39,000. This is the third agreement for Coupland Water Supply Corporation. On May 24 they were allotted $500,000 and this brings their contract totals to $137,000.

## Fiscal Impact

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

## Attachments

Coupland Water Supply ARPA contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:29 AM |
| Form Started By: Jody Cook | | Started On: 08/03/2023 11:07 AM |
| Final Approval Date: 08/03/2023 | | |

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

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

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Coupland Water Supply Corporation ("SUBRECIPIENT"), (collectively, the "Parties") and shall be effective on _____, 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

_____

_____.

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 $ 39,000__ (THIRTY NINE THOUSAND AND NO/100 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").

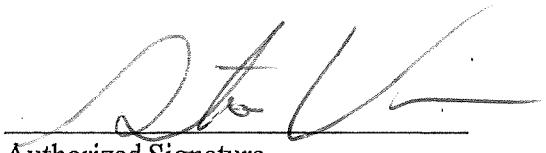
**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____, 2023

**SUBRECIPIENT:**


Authorized Signature

Steven Vkeller
Printed Name

Date: August 3, 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 –

- Remove and replace with new shade cover over main plant pumps inclosing 3 sides
- Install new shade cover over existing electrical panels for main plant gear drive
- Install additional concrete where main plant pumps are
- All metal to be galvanized

**Total $39,000.00**

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 08/08/2023

Juror Pay

**Submitted By:** Jalyn Morris, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on setting jury pay per HB 3474.

**Background**

HB 3474 is amending Section 61.001 (a) of Government Code by increasing juror pay to 'not less than $20' for the first day and 'not less than $58' for each consecutive day thereafter. It is recommended that juror pay be set at $20 for the first day and $60 for each consecutive day for District Courts, County Courts, and Justice Courts. It is recommended to pay $60 to Grand Jurors who are selected to serve on the first day. The State will reimburse the County $14 for the first day and $52 for each consecutive day.

Currently, jurors are paid $6 for the first day and $40 for each consecutive day for District Courts and County Courts, and $10 each day for Justice Courts; Grand Jurors who are selected to serve the first day are paid $40. Currently, the State only reimburses the county $34 for each consecutive day and doesn't provide a reimbursement for the first day.

HB 3474 becomes effective September 1, 2023, and affects District Courts, County Courts, and Justice Courts.

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/01/2023 08:09 AM |
| Form Started By: Jalyn Morris | | Started On: 07/31/2023 03:17 PM |
| Final Approval Date: 08/01/2023 | | |

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 08/08/2023

2019 Road Bond Transfer

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve a 2019 Road Bond Transfer to move funds between the projects attached.

**Background**

Please see the attached memo for further information.

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**Fiscal Impact**

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

**Attachments**

2019 Memo

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 12:59 PM |
| Form Started By: Tomika Lynce | | Started On: 08/03/2023 11:51 AM |
| Final Approval Date: 08/03/2023 | | |

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

August 3, 2023

Re: 2019 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget allocations for the 2019 Road Bond Program:

- Move $1,200,000.00 from P361 Corridor I1 (FM3405) to P277 CR 258 Extension
- Move $2,000,000.00 from P360 Corridor E5 to P392 Southeast Loop Segment 2
- Move $3,000,000.00 from P371 Corridor E2 to P390 CR 401/CR 404 Improvements
- Move $4,800,000.00 from P376 CR 134/CR 132 Ext. (Hutto Arterial) to P296 CR 366 Widening
- Move $2,000,000.00 from P292 CR 111/Westinghouse Road Ph. 1 to P307 C. Bud Stockton Loop Ext.
- Move $1,800,000.00 from P292 CR 111/Westinghouse Road Ph. 1 to P394 CR 307 Widening

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen A. Eschberger

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 08/08/2023

Approval of Purchase of Portable Traffic Signal System from Traffic & Parking Control Co. Inc. for Road and Bridge Department

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase contract #2023256 for a Portable Traffic Signal System for the Road and Bridge Department from Traffic & Parking Control Co. Inc. in the amount of $181,140.00 pursuant to Buyboard Contract #703-23 and authorizing the execution of the contract.

**Background**

The Road and Bridge Department submitted requisition #132244 along with a quote for a Portable Traffic Signal System that includes a Motion Detector, Left Turn Arrow Package, Preemption System, and Freight. The Portable Traffic Signal System is needed to assist with traffic and parking control during weather and other unforeseen emergencies. The department has previously rented signals in the past for these situations, and it has been determined that purchasing the lights will be more efficient and cost-effective in the long term. The Buyboard cooperative has verified the pricing to be compliant. Funding source is 01.0200.0210.005003. Point of Contact is Jenifer Favreau or Kelly Murphy.

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**Fiscal Impact**

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

**Attachments**

Quote

Purchase Contract

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 08/02/2023 10:37 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 10:44 AM |
| Form Started By: Gretchen Glenn | | Started On: 07/31/2023 11:40 AM |
| Final Approval Date: 08/02/2023 | | |

# SALES QUOTE

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

**SALES QUOTE DATE**
9/22/2022
**SALES QUOTE NUMBER**
Q22015924
**CUSTOMER NO.**



**BILL TO**
Williamson County Road and Bridge
Kelly Murphy
3151 SE Inner Loop
GEORGETOWN, TX 78626
United States of America

**SHIP TO**
Williamson County Road and Bridge
Kelly Murphy
3151 SE Inner Loop
GEORGETOWN, TX 78626
United States of America

| Ext. Document No. | SHIP VIA | TERMS | SALESPERSON | VALID UNTIL |
|---|---|---|---|---|
| PORTABLE TRAFFIC LIGHT | BEST RATE Quoted | Net 30 DAYS | Amy Schmidt-Borden | 8/31/2023 |

| Item/Description | U/M | Quantity | Unit Price | Total Price |
|---|---|---|---|---|
| 146575<br>Portable Traffic Signal System,Dedicated Hardwired Knockdown Trailer,SQ3TS,Extended Mast Arm 15' | Each | 4 | 35,000.00 | 140,000.00 |
| 149518<br>Motion Detector, 1 Sensor, For Signal Actuation | Each | 4 | 1,300.00 | 5,200.00 |
| 149500<br>Left Turn Arrow Package, SQ3TS, Includes One 2 Section Head, YEL/Green LED Arrow, Hardware | Each | 4 | 5,010.00 | 20,040.00 |
| SP TRAFFIC<br>Preemption System, Optical, Green Indication for Approaching Emergency Vehicles via Strobe | Each | 4 | 2,975.00 | 11,900.00 |
| 3200-0000<br>Freight Quoted | Each | 1 | 4,000.00 | 4,000.00 |

Solar powered equipment requires no shading
or obstructions
Thank You - Amy Schmidt-Borden

TEXAS BUYBOARD CONTRACT 703-23

| | |
|---|---|
| **Subtotal:** | **181140.00** |
| Invoice Discount: | 0.00 |
| Total Sales Tax: | 0.00 |
| **Total:** | **181,140.00** |

All prices are listed in US Dollar (USD)
For terms and conditions, please visit https://tapconet.com/terms-conditions

# WILLIAMSON COUNTY
# PURCHASE CONTRACT
(Traffic and Parking Control Co., Inc.)

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

**THIS 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 **Traffic and Parking Control Co., Inc.** (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to purchase goods described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Goods:** Vendor shall provide County the goods described in the attached Quote 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 and shall continue for one (1) year.

**III.**

**Consideration and Compensation:** Vendor will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Vendor for the goods shall be capped and paid in the amount set out in **Exhibit "A"**. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the

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

**IV.**

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

**V.**

**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.

**VI.**

**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.

**VII.**

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

**VIII.**

**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:** 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 services to be performed 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.

**XII.**

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

**XIII.**

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

**XIV.**

**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.

**XV.**

**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.

**XVI.**

**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.

**XVII.**

**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 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.

**XVIII.**

**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.,
Printed Name

Date: _____ ____, 20____

**SERVICE PROVIDER:**

Traffic and Parking Control Co., Inc
Name of Service Provider

DocuSigned by:
Amanda Schulz
138BEBCE632F846D
Authorized Signature

Amanda Schulz
Printed Name

Date: 7/31/2023 ____, 20____

Cooperative Purchasing Contract or Agreement (if applicable): TEXAS BUYBOARD CONTRACT 703-23

TAPCO
Safe travels.

Exhibit "A"

# SALES QUOTE

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

**SALES QUOTE DATE**
9/22/2022
**SALES QUOTE NUMBER**
Q22015924
**CUSTOMER NO.**
C54091


**BILL TO**
Williamson County Road and Bridge
Kelly Murphy
3151 SE Inner Loop
GEORGETOWN, TX 78626
United States of America

**SHIP TO**
Williamson County Road and Bridge
Kelly Murphy
3151 SE Inner Loop
GEORGETOWN, TX 78626
United States of America

| Ext. Document No. | SHIP VIA | TERMS | SALESPERSON | VALID UNTIL |
|---|---|---|---|---|
| PORTABLE TRAFFIC LIGHT | BEST RATE Quoted | Net 30 DAYS | Amy Schmidt-Borden | 8/31/2023 |

| Item/Description | U/M | Quantity | Unit Price | Total Price |
|---|---|---|---|---|
| 146575<br>Portable Traffic Signal System,Dedicated Hardwired Knockdown Trailer,SQ3TS,Extended Mast Arm 15' | Each | 4 | 35,000.00 | 140,000.00 |
| 149518<br>Motion Detector, 1 Sensor, For Signal Actuation | Each | 4 | 1,300.00 | 5,200.00 |
| 149500<br>Left Turn Arrow Package, SQ3TS, Includes One 2 Section Head, YEL/Green LED Arrow, Hardware | Each | 4 | 5,010.00 | 20,040.00 |
| SP TRAFFIC<br>Preemption System, Optical, Green Indication for Approaching Emergency Vehicles via Strobe | Each | 4 | 2,975.00 | 11,900.00 |
| 3200-0000<br>Freight Quoted | Each | 1 | 4,000.00 | 4,000.00 |

Solar powered equipment requires no shading
or obstructions
Thank You - Amy Schmidt-Borden
Email: amy.schmidtborden@tapconet.com
Office Number: 262-649-5218
TEXAS BUYBOARD CONTRACT 703-23

| | |
|---|---|
| **Subtotal:** | **181140.00** |
| Invoice Discount: | 0.00 |
| Total Sales Tax: | 0.00 |
| **Total:** | **181,140.00** |

All prices are listed in US Dollar (USD)
For terms and conditions, please visit https://tapconet.com/terms-conditions

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 08/08/2023

Approval of Award of IFB #23IFB90 IFB CR130 Pavement Rehabilitation to Chasco Constructors for 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 #23IFB90 CR130 Pavement Rehabilitation to Chasco Constructors in the amount of One Million, Three Hundred Seventy-Four Thousand, Four Hundred Seventy-Six Dollars ($1,374,476.00) and authorize execution of the agreement. Funding Source is P626.

### Background

Williamson County sent out over 7,100 invitations to this solicitation and received four (4) submissions from qualified contractors to provide materials, experienced milling/excavating, stabilizing, sealing, HMAC paving crew and equipment to rehabilitate CR 130 from Chandler Rd to 1st Curve. Chasco Constructors was found to be responsive, mathematically correct, and materially balanced. The contractors low base bid is $3,509.00 below the Engineer's Estimate, a cost decrease of 0.25%. Based on the low bid of $1,374,476.00 and the respondent's previous work experience, the Deputy Director of Infrastructure recommends awarding to Chasco Constructors for this project. The funding source is P626 and the point of contact is Terron Evertson.

## Fiscal Impact

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

## Attachments

Ensuing Agreement

Recommendation Letter

Spreadsheet

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 08/02/2023 10:43 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 10:46 AM |

Form Started By: Johnny Grimaldo Started On: 08/01/2023 10:25 AM

Final Approval Date: 08/02/2023

# Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ____Chasco Constructors_____ ("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 # 23IFB90, CR 130 Pavement Rehabilitation; 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 One Million, Three Hundred Seventy-Four Thousand, Four Hundred Seventy-Six Dollars ($1,374,476.00) 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 # 23IFB90, CR 130 Pavement Rehabilitation, 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: 35 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 **on or before 40 working days**; 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 by 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-subcontractors 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, Contract 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 **24 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, it 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, owner-operators, 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 self-insured, 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 polices. 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 claming 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 (21st) 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: _____

Title: _____

Date: _____

**CONTRACTOR:**

By: _____

Printed Name: Charles King

Title: Vice President and CFO

Date: August 1, 2023

**Party Representatives**

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Tina Rutterford
_____
_____

Phone (512) 244-0600
Fax (512) 244-0489

July 21, 2023

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for CR 130 Pavement Rehabilitation – Bid #23IFB90

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Chasco Constructors) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Chasco Constructors - $1,374,476.00
2. Dan Williamson Company - $1,436,780.09
3. Patin Construction - $1,498,442.00
4. Texas Road - $2,030,455.50

The Contractor's low base bid is $3,509.00 below the Engineer's Estimate, a cost decrease of 0.25%.

In addition to meeting the bid qualifications, Chasco Constructors has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,374,476.00 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Chasco Constructors the contract for the CR 130 Pavement Rehabilitation Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
Deputy Director of Infrastructure

## 23IFB90 IFB CR 130 Pavement Rehabilitation

07.18.2023

| Company | Amount |
|---|---|
| Chasco Constructors | $ 1,374,476.00 |
| Dan Williamson Company | $ 1,436,780.09 |
| Patin Construction | $ 1,498,442.00 |
| Texas Road | $ 2,030,455.50 |

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 08/08/2023

Approval of Award of IFB #23IFB91 O'Connor Dr Milling and Overlay to Texas Materials for 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 #23IFB91 O'Connor Dr Milling and Overlay to Texas Materials in the amount of $1,546,417.84 and authorize execution of the agreement .

### Background

Williamson County sent out over 7,100 invitations to the solicitation and received four (4) submissions from contractors to provide materials, experienced milling, sealing, overlay, and striping crew and equipment to resurface O'Connor Dr from RM 620 to SH 45. Texas Materials was found to be responsive, mathematically correct, and materially balanced. The contractors low base bid is $39,700.84 above the engineer's estimate, a cost increase of 2.63%. Based on the low bid of $1,546,417.84 and previous work experience, the Deputy Director of Infrastructure recommends awarding to Texas Materials for this project. The funding source is 01.0200.0210.003599 and the point of contact is Terron Evertson.

## Fiscal Impact

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

## Attachments

Ensuing Agreement

Recommendation Letter

Spreadsheet

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 08/02/2023 04:41 PM |
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 08:51 AM |
| Form Started By: Johnny Grimaldo | | Started On: 08/01/2023 10:25 AM |
| Final Approval Date: 08/03/2023 | | |

# Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ____Texas Materials_____ ("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 # 23IFB91, O'Conner Dr Milling and Overlay; 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 One Million, Five Hundred Forty-Six Thousand, Four Hundred Seventeen Dollars and Eighty-four cents ($1,546,417.84) 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 # 23IFB91, O'Conner Dr Milling and Overlay, 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 **on or before 20 working days**; 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 by 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-subcontractors 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, Contract 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 **24 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, it 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, owner-operators, 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 self-insured, 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 polices. 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 claming 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 (21st) 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: _____

Title: _____

Date: _____

**CONTRACTOR:**

By: _____

Printed Name: David Reese

Title: Authorized Employee

Date: 8/1/23

**Party Representatives**

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

John Thomas
_____
_____
_____
Phone 512-461-6845
Fax _____

July 21, 2023

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for O'Connor Dr Milling and Overlay – Bid #23IFB91

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Texas Materials) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials - $1,546.417.84
2. Alpha Paving Industries, LLC - $1,699.800.42
3. Asphalt Inc, LLC dba Lone Star Paving Company - $1,897,794.30
4. Bennett Paving Inc. - $2,042,550.47

The Contractor's low base bid is $39,700.84 above the Engineer's Estimate, a cost increase of 2.63%.

In addition to meeting the bid qualifications, Texas Materials has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,546.417.84 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Texas Materials the contract for the O'Connor Dr 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

## 23IFB91 IFB O'Conner Dr Milling and Overlay

07.18.2023

| Company | Amount |
|---|---|
| Alpha Paving Industries, LLC | $ 1,699,800.42 |
| Asphalt Inc, LLC dba Lone Star Paving Company | $ 1,897,794.30 |
| Bennett Paving Inc | $ 2,042,550.47 |
| Texas Materials | $ 1,546,417.84 |

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 08/08/2023

Alliance 2576 Contract Amendment No 3 Traffic Engr Svcs

**Submitted For:** Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated March 10, 2020 for Traffic Engineering Services. This Contract Amendment No 3 is to update the rate schedule. Funding source: 01.0200.0210.004100.

### Background

## Fiscal Impact

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

## Attachments

Contract Amend 3 Alliance Engineer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 08/02/2023 03:22 PM |
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 03:57 PM |
| Form Started By: Vicky Edwards | | Started On: 08/02/2023 03:07 PM |
| Final Approval Date: 08/02/2023 | | |

# AMENDMENT NO. 3
# TO
# CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 3 to Contract for Engineering Services ("Amendment No. 3") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Engineer").

**RECITALS**

**WHEREAS**, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective March 10, 2020, wherein Engineer agreed to perform certain professional engineering services in connection with the 2576 On-Call Traffic Engineering Services for Williamson County Road and Bridge ("Project");

**WHEREAS,** pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

**WHEREAS,** the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

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

**AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

**I. <u>Amendment to Exhibit D – Rate Schedule</u>**

**Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.**

**II. Terms of Contract Control and Extent of Amendment No. 3**

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 3 in duplicate, to be effective as of the date of the last party's execution below.**

**ENGINEER:**

**Alliance Transportation Group, Inc.**

By: _____

Printed Name: JD Allen

Title: Executive Vice President

Date: 08/04/2023

**COUNTY:**

**Williamson County, Texas**

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: _____

# Exhibit D

# Rate Schedule

Please see following pages.

# Alliance Transportation Group

| Labor Classification | Labor Rate | 1.033 CPI Adjustment |
|---|---|---|
| Project Principal | $ 294 | $ 304 |
| Senior Project Manager | $ 278 | $ 287 |
| Project Manager | $ 252 | $ 260 |
| Senior Engineer | $ 216 | $ 223 |
| Project Engineer | $ 197 | $ 204 |
| Traffic Engineer | $ 165 | $ 170 |
| Engineer-in-Training | $ 127 | $ 131 |
| Senior Engineering Technician | $ 147 | $ 152 |
| Engineering Technician | $ 107 | $ 110 |
| Jr Engineering Technician | $ 66 | $ 68 |
| Project Administrator | $ 111 | $ 115 |
| Clerical | $ 87 | $ 90 |
| Planner I/II | $ 107 | $ 110 |
| Planner III | $ 137 | $ 142 |
| Travel Demand Modeler I/II | $ 142 | $ 147 |
| Travel Demand Modeler III | $ 183 | $ 189 |
| Sr Travel Demand Modeler/Planner | $ 216 | $ 224 |

# DIRECT EXPENSES - Alliance Transportation Group

| Description | Unit | Cost/Unit |
|---|---|---|
| Photocopies B/W (8 1/2" x 11") | each | $ 0.25 |
| Photocopies B/W (11" x 17") | each | $ 0.50 |
| Photocopies Color (8 1/2" x 11") | each | $ 1.00 |
| Photocopies Color (11" x 17") | each | $ 2.00 |
| Plots (B/W on Bond) | square foot | $ 6.00 |
| Plots (Color on Bond) | square foot | $ 8.00 |
| CDs | each | $ 0.50 |
| | | |

Road & Bridge Department "On-Call"
Traffic Engineering Services

Exhibit D
Rate Schedule

2/27/2020

# CobbFendley

| Traffic Engineering | |
|---|---|
| **Labor Classification** | **Labor Rate** |
| Senior Engineer V or Principal | $ 290.00 |
| Senior Engineer IV or Project Manager V | $ 270.00 |
| Senior Engineer III or Project Manager IV | $ 235.00 |
| Senior Engineer II or Project Manager III | $ 220.00 |
| Senior Engineer I or Project Manager II | $ 195.00 |
| Engineer III or Project Manager I | $ 170.00 |
| Engineer II | $ 150.00 |
| Engineer I | $ 125.00 |
| Graduate Engineer | $ 105.00 |
| Senior Technician III (GIS, Telecom, Utility, CAD, Field) | $ 165.00 |
| Senior Technician II (GIS, Telecom, Utility, CAD, Field) | $ 145.00 |
| Senior Technician I (GIS, Telecom, Utility, CAD, Field) | $ 125.00 |
| Technician III (GIS, Telecom, Utility, CAD, Field) | $ 100.00 |
| Technician II (GIS, Telecom, Utility, CAD, Field) | $ 80.00 |
| Technician I (GIS, Telecom, Utility, CAD, Field) | $ 60.00 |
| Construction Manager III | $ 280.00 |
| Construction Manager II | $ 230.00 |
| Construction Manager I | $ 185.00 |
| Construction Observer III | $ 155.00 |
| Construction Observer II | $ 130.00 |
| Construction Observer I Sr Right-of-Way Agent III or ROW Project Manager III | $ 250.00 |
| Sr Right-of-Way Agent II or ROW Project Manager II | $ 200.00 |
| Sr Right-of-Way Agent I or ROW Project Manager I | $ 180.00 |
| Right-of-Way Agent III or ROW Attorney | $ 160.00 |
| Right-of-Way Agent II | $ 140.00 |
| Right-of-Way Agent I | $ 110.00 |
| Right-of-Way Technician | $ 100.00 |
| Administrative | $ 105.00 |
| Clerical | $ 80.00 |
| Field Data Device | $40.00/unit |

| Subsurface Utility Engineering | |
|---|---|
| **Labor Classification** | **Labor Rate** |
| Two-Man Designating Crew (4-Hour Minimum) | $ 170.00 |
| One-Man Designating Crew (4-Hour Minimum) | $ 110.00 |
| Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum) | $ 315.00 |
| Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 8000) (4-Hour Minimum) | $ 295.00 |
| Ground Penetrating Radar with 1 Technician (4-Hour Minimum) | $ 260.00 |

| Survey | |
|---|---|
| **Labor Classification** | **Labor Rate** |
| Licensed State Land Surveyor | $ 235.00 |
| Senior Registered Professional Land Surveyor | $ 210.00 |
| Registered Professional Land Surveyor | $ 170.00 |
| 4 Person Survey Crew | $ 190.00 |
| 3 Person Survey Crew | $ 170.00 |
| 2 Person Survey Crew | $ 145.00 |
| 1 Person Survey Crew | $ 105.00 |
| 2 Person Hy-Drone Crew | $ 340.00 |
| 2 Person UAV Drone Crew | $ 235.00 |
| Helicopter Flight Crew Rotary Wing Aircraft (Includes Pilot and LIDAR Operator), | $ 2,500.00 |
| Helicopter Mobilization Rate – From Base South of Houston | $ 1,500.00 |
| LIDAR Mobile Mapping System, (Includes Vehicle Operator, LIDAR Technician mileage on project and fuel) (Does not include travel to project) | $6,150/Day |

# DIRECT EXPENSES - CobbFendley

| Description | Unit | Cost/Unit |
|---|---|---|
| | | |
| In-House Reproduction: | | |
| Copies (Up to 11" x 17") | Each | $ 0.15 |
| Color Prints (Up to 11" x 17") | Each | $ 1.50 |
| Color Prints (Larger than 11" x 17") | Each | $ 3.00 |
| Bluelines (All Sizes) | Each | $ 1.00 |
| Bond Prints (All Sizes) | Each | $ 2.00 |
| Mylar Prints | Each | $ 12.00 |
| Vellum Prints | Each | $ 9.00 |

Road & Bridge Department "On-Call"
Traffic Engineering Services

Exhibit D
Rate Schedule

2/27/2020

## CJHensch

| Labor Classification | Labor Rate |
|---|---|
| Administrative/Clerical | $ 52 |
| Support Manager 10+ | $ 131 |
| Traffic Technician 5-15 | $ 48 |
| Traffic Technician - Junior 1-5 | $ 42 |
| Traffic Technician - Senior 15+ | $ 59 |

## DIRECT EXPENSES - CJ Hensch

| Description | Unit | Cost/Unit |
|---|---|---|
| 24-Hour Automated Tube Counts - Volume | per counter/day | $ 150.00 |
| 24-Hour Automated Tube Counts - Speed or Class | per counter/day | $ 225.00 |
| 2-hour Turning Movement Count, Minor Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles | each | $ 220.00 |
| 2-hour Turning Movement Count, Major Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles | each | $ 400.00 |
| Travel Time Runs in DMI-Equipped Vehicle (Includes labor and mileage) | hour | $ 160.00 |
| Travel Time Runs in DMI-Equipped Vehicle (Includes labor and mileage) | hour | $ - |
| Travel Time Run Processing | hour | $ 65.00 |
| Travel Time- MAC Address (with Turning Movement Count) | per hour /unit | $ 45.00 |
| Travel Time- MAC Address (without Turning Movement Count) (4 hour minimum) | per hour /unit | $ 90.00 |
| Additional Hours Turning Movement Traffic Data Collection | hour | $ 110.00 |
| 13-hour Turning Movment Count, Minor Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles | each | $ 750.00 |
| 13-hour Turning Movment Count, Major Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles | each | $ 1,350.00 |
| 24-hour Turning Movment Count, Minor Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles | each | $ 1,100.00 |
| 24-hour Turning Movment Count, Major Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles | each | $ 1,700.00 |
| Spot Speed Study (2 Hours or 150 Vehicle) | each | $ 200.00 |

# Surveying and Mapping

| Labor Classification | Labor Rate |
|---|---|
| Principal | $ 200.00 |
| Senior Project Manager | $ 175.00 |
| Project Manager | $ 150.00 |
| Senior Survey Technician | $ 110.00 |
| Survey Technician | $ 98.00 |
| Two (2) Person Survey Field Crew | $ 155.00 |
| Three (3) Person Survey Field Crew | $ 195.00 |
| Additional Rodperson, Chainperson, Flagperson | $ 30.00 |
| One (1) Person Survey Field Crew | $ 115.00 |
| Project Coordinator – Mobile LIDAR | $ 120.00 |
| Mobile LIDAR Processing Technician | $ 120.00 |
| Project Coordinator - AM | $ 120.00 |
| Certified Photogrammetrist | $ 125.00 |
| Analytical Triangulation Specialist | $ 110.00 |
| Aerial Mapping Technician | $ 98.00 |
| Orthophoto Specialist | $ 98.00 |
| Mapping Editor | $ 98.00 |
| Aerial Office Technician | $ 65.00 |
| Project Coordinator - AP | $ 120.00 |
| Aerial Processing Technician | $ 100.00 |
| Project Coordinator - FWAL | $ 120.00 |
| Airborne LiDAR Processing Technician | $ 100.00 |
| HAL Processing Technician | $ 98.00 |
| Project Coordinator - HAL | $ 120.00 |
| Helicopter Flight Crew Rotary Wing Aircraft | $ 205.00 |
| Helicopter LiDAR Processing Technician | $ 125.00 |
| Department Manager (SUE) | $ 200.00 |
| Sr. Project Manager (SUE) | $ 195.00 |
| Project Manager (SUE) | $ 177.00 |
| Senior Engineer (SUE) | $ 177.00 |
| Utility Coordinator | $ 125.00 |
| Senior Utility Coordinator | $ 165.00 |
| Utilities Field Inspector | $ 109.00 |
| Senior Utilities Field Inspector | $ 129.00 |
| Engineer in Training | $ 124.00 |
| Phase Manager (SUE) | $ 124.00 |
| Senior Office Technician (SUE) | $ 124.00 |
| Office Technician (SUE) | $ 102.00 |
| Administrative Assistant | $ 78.00 |
| Field Coordinator/ Field Supervisor | $ 150.00 |
| Three (3) Person SUE Locating Crew (W/ Equipment) | $ 279.00 |
| Two (2) Person SUE Field Crew (W/ Equipment) | $ 190.00 |
| One (1) Person SUE Designating Crew (W/ Equipment) | $ 100.00 |
| Vac Crew Rate (includes 1 unit with 2-man crew) | $ 247.00 |
| Vac Crew Rate (overtime) (weekends, work exceeding 8 | $ 265.00 |

# DIRECT EXPENSES - Survey And Mapping

| Description | Unit | Cost/Unit |
|---|---|---|
| Control Monuments | Each | $ 90.00 |
| Ground Target (Includes paint, panel material, etc.) | Each | $ 20.00 |
| GPS Receiver | Hour | $ 25.00 |
| Terrestrial Laser Scanner | Hour | $ 100.00 |
| LiDAR Workstation | Hour | $ 15.00 |
| Helicopter Rate | Hour | $ 1,450.00 |
| Fixed Wing Aircraft Rate | Hour | $ 1,300.00 |
| Aerial LiDAR System | Day | $ 700.00 |
| Digital Imagery Processing | Each | $ 32.00 |
| LiDAR Mobile Mapping System | Day | $ 6,500.00 |
| Aerial Photography Flight Crew (Fixed Wing Aircraft) | Hour | $ 205.00 |
| LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Opera | Hour | $ 120.00 |
| Helicopter Flight Crew (Includes Pilot and LiDAR Operator) | Hour | $ 325.00 |
| AP Transit Miles | Mile | $ 12.00 |
| AP Project Flight Miles | Mile | $ 32.00 |
| AP ABGPS Processing | Project | $ 3,000.00 |
| FWAL Transit Miles | Mile | $ 12.00 |
| FWAL Project Flight Miles | Mile | $ 32.00 |
| B&W Processing (film, development, scanning) | Each | $ 10.00 |
| CIR Processing (film, development, scanning) | Each | $ 10.00 |
| Color Processing (Film, development, scanning) | Each | $ 15.00 |
| Digital Image Processing | Each | $ 27.00 |
| Ground Penetrating Radar (Adder to Designating Crew Rate) | Day | $ 400.00 |
| Specialty Equipment (Sonde, Radio Beacon, Duct Rodder) | Day | $ 35.00 |
| Flashing Arrow Board, warning signs (w/stands and traffic cones) | Day | $ 38.00 |
| ATV or Utility Vehicle | Day | $ 75.00 |
| Environmental Supplies (Paint, Flags, Lath, Stakes) | Day | $ 25.00 |
| Pavement Coring | Core | $ 300.00 |
| Agency As-built Information (Reproduction) Fees | Copy | $ 10.00 |
| Additional Vehicle (Required for safety or materials) | Day | $ 200.00 |
| Roadway Bonding Agent | bucket | $ 110.00 |

Road & Bridge Department "On-Call"
Traffic Engineering Services

Exhibit D
Rate Schedule

2/27/2020

# LJA

| Labor Classification | Labor Rate |
|---|---|
| Principal (20+ years) | $ 285.00 |
| Project Manager (10 to 20 years) | $ 235.00 |
| Deputy Project Manager (*) (10 to 20 years) | $ 220.00 |
| Senior Technical Advisor (15+ years) | $ 205.00 |
| Quality Manager (10 to 20 years) | $ 220.00 |
| Senior Engineer (15+ years) | $ 223.00 |
| Project Engineer (10 to 15 years) | $ 197.00 |
| Design Engineer (5 to 10 years) | $ 166.00 |
| Utility Engineer (5 to 10 years) | $ 153.00 |
| Engineer-In-Training (1 to 5 years) | $ 121.00 |
| Senior Engineer Tech (15+ years) | $ 137.00 |
| Engineer Tech (5 to 15 years) | $ 128.00 |
| Junior Engineer Tech (1 to 5 years) | $ 86.00 |
| Senior CADD Operator (15+ years) | $ 118.00 |
| CADD Operator (5 to 15 years) | $ 102.00 |
| Junior CADD Operator (1 to 5 years) | $ 83.00 |
| Admin/Clerical ( years) | $ 80.00 |

# DIRECT EXPENSES - LJA

| Description | Unit | Cost/Unit |
|---|---|---|
| Photocopies B/W (11" X 17") | each | $ 0.40 |
| Photocopies B/W (8 1/2" X 11") | each | $ 0.20 |
| Photocopies Color (11" X 17") | each | $ 2.50 |
| Photocopies Color (8 1/2" X 11") | each | $ 1.50 |
| Cardstock Color (8 1/2" X 11") | each | $ 2.00 |
| Digital Ortho Plotting | each | $ 5.00 |
| Plots (B/W on Bond) | SF | $ 2.50 |
| Plots (Color on Bond) | SF | $ 6.00 |
| Plots (Color on Photographic Paper) | SF | $ 10.00 |
| Color Graphics on Foam Board | SF | $ 15.00 |
| Presentation Boards 30" X 40" Color Mounted | each | $ 100.00 |
| Report Printing | each | $ 200.00 |
| Report Binding and tabbing | each | $ 20.00 |

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 08/08/2023

East Wilco Highway Connection Multimodal Project Discretionary Grant Application

**Submitted For:** Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on the East Wilco Highway Connection Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: LRTP Funds or future road bond funds

### Background

Williamson County is seeking Federal Multimodal Project Discretionary Grant funding for the East Wilco Highway Connection construction from CR 137 to CR 404. Applications for the grant are due on August 21st.

The anticipated construction and utility relocation cost is $82M, with 66M (80%) federal funding requested and $16M local match.

## Fiscal Impact

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

## Attachments

MDPG Grant Resolution

Funding Support Letter

Grants Management Request

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 10:13 AM |
| Form Started By: Vicky Edwards | | Started On: 08/03/2023 08:40 AM |
| Final Approval Date: 08/03/2023 | | |

**A Resolution of the Williamson County Commissioners Court**
**Approving the Williamson County Project Application to**
**Be Submitted to the U. S. Department of Transportation for the Year 2023 Project Call**
**For Project Funding**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the Infrastructure Investment and Jobs Ac (Pub. L. No. 117-58, November 2021) (Bipartisan Infrastructure Law, or BIL) appropriated $15 billion across three programs (the National Infrastructure Project Assistance grants program (Mega), the Nationally Significant Multimodal Freight and Highways Projects grants program (Infrastructure for Rebuilding America or INFRA) and the Rural Surface Transportation Grant program (Rural) to be awarded by the Department of Transportation for national infrastructure investments for the period of FY 2022 – FY 2026, and

WHEREAS, the Office of the Secretary of Transportation, ("DOT") has announced a $5.45- $5.75 billion project call for Year 2023-2024 soliciting applications for a funding program known as Multimodal Project Discretionary Grant, or MPDG program; and

WHEREAS, the Williamson County Commissioner's Court approved and adopted the Long-Range Transportation Plan (LRTP) in October 2009 and subsequent amendments and approved specific funding for the development of corridors identified in the LRTP in the FY 2017 budget; and

WHEREAS, the following element of the Williamson County LRTP and Williamson Corridor Program has been identified as being competitive for the MPDG Program call:

- East Wilco Highway Connection;

WHEREAS, the award of the MPDG funding for this project could allow approved bond or LRTP funding to initiate project development for other projects included in the LRTP or to accelerate construction; and

WHEREAS, if the project listed above is selected, Williamson County is committed to contributing the local funding match.

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Commissioners' Court:

(a) That the Commissioners' Court of Williamson County does hereby approve submitting a project application to the Office of the Department of Transportation for funding for the above-described project from the Multimodal Project Discretionary Grant, or MPDG program.

RESOLVED this ____ day of August, 2023.

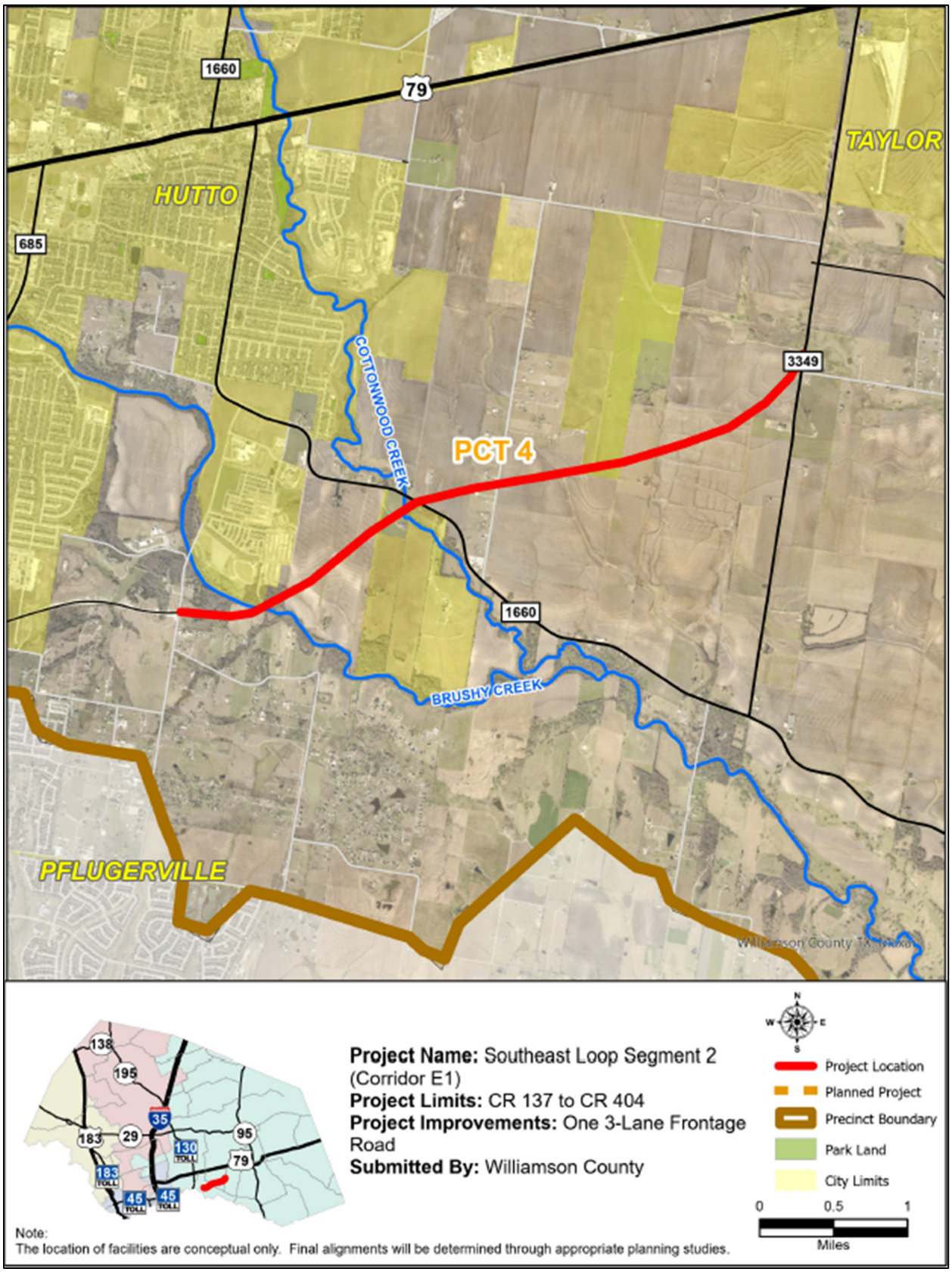
_____

Bill Gravell, Jr., County Judge

ATTEST:

_____

Nancy E. Rister, County Clerk


1660
79
TAYLOR
HUTTO
685
COTTONWOOD CREEK
3349
PCT 4
1660
BRUSHY CREEK
PFLUGERVILLE
Project Name: Southeast Loop Segment 2 (Corridor E1)
Project Limits: CR 137 to CR 404
Project Improvements: One 3-Lane Frontage Road
Submitted By: Williamson County
Project Location
Planned Project
Precinct Boundary
Park Land
City Limits
0
0.5
1
Miles
Note:
The location of facilities are conceptual only. Final alignments will be determined through appropriate planning studies.

August 8, 2023

The Honorable Pete Buttigieg
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: Multimodal Project Discretionary Grant (MPDG) for the East Wilco Highway Connection

Dear Secretary Buttigieg:

I write to express Williamson County's financial commitment to the East Wilco Highway Connection funding application.

The Project's estimated construction and utility relocation cost is $82M (as presented in our MPDG grant application). Williamson County commits to contributing $16M in non-federal funds to support this Project as expressed in our Project application. East Wilco Highway Connection Grant Request was approved by the Williamson County Commissioners Court on August 8, 2023 (see attached).

Our county is committed to this Project, which will deliver safe, dependable, and efficient transportation to travelers by providing an alternate route from SH 130 and US 79. The County has already expended funds for planning, design, and environmental studies. Williamson County is committed to partnering with federal programs that will improve safety for the traveling public while simultaneously improving quality of life for all residents. If federal funding is provided, the County will obligate the funding within the time period set forth under federal-aid highway requirements.

I respectfully request that Williamson County's funding commitment be given full consideration as you consider our federal funds request of only $66M to fill an existing funding gap. If you have any further questions, please contact me at (512) 943-1550 or ctyjudge@wilco.org.

Sincerely,

Judge Bill Gravell, Jr.
Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, TX 78626
ctyjudge@wilco.org

| | |
|---|---|
| Grant Title/Project Name: | Multimodal Project Discretionary Grant (MPDG) / East Wilco Highway Connection |
| Department: | Road Bond |
| Requestor: | Bob Daigh |
| Contact Email: | bdaigh@wilco.org |
| Contact Phone Number: | 512-943-3330 |
| Start Date: | Summer 2025 |
| End Date: | Fall 2027 |
| Please select request category: | Transportation |
| Describe the purpose of the grant in detail to include all requirements. | Construction and utility relocation funding for East Wilco Highway Connection from CR 137 to CR 404. |
| Select the type of grant your department is applying for: | Federal |
| What is the amount of the grant? | $66,000,000.00 |
| Please provide a breakdown of the total cost above. | Construction - $63,000,000.00<br>Utility Relocation - $3,000,000.00 |
| Is there a match requirement? | Yes |
| What is the source of the match? | Anticipated 20% match to come from LRTP or Future Road Bond Funds |
| Does the grant cover the cost of the request 100%? | No |
| If not, how much is left unpaid? | $16,000,000.00 |
| What is the plan to obtain grants/funds for the remaining amount? | Anticipated to come from LRTP or Future Road Bond Funds. |
| List other similar assets in the County and/or region and if they are available for use? | |
| How is this asset request different from any similar assets currently in the County and/or region? | |
| What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset? | |
| How often do these events occur? | |
| Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel? | |
| Where will the asset be stored? | |
| What is the useful life of the asset? | |
| Will a replacement be requested from general funds when useful life has been exhausted? | |

| | |
|---|---|
| Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)? | |
| Does this asset require insurance coverage? | |
| If yes, what is the estimate of asset insurance coverage? | |
| Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs. | Future maintenance of the roadway will be Williamson County's obligation with an estimated inflated cost of $43.9 M over 50 years. This cost includes mill and overlay of the roadway every 8 years. |
| How will this asset be funded when the grant ends? | |
| What is the impact if the grant is not received? | |
| New Personnel position is: | |
| Where will this position office? | |
| Who will this position report to? | |
| What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function. | |
| Will this position take over tasks from current County employee? | |
| If yes, please explain the impact to current employee. | |
| How will this position be funded when the grant ends? | |
| Does this position or a similar position currently exist within the department? | |
| If "yes" how many of these similar positions exist | |
| Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice). | |
| Describe how workload will be accomplished/re-allocated should grant not be approved. | |
| List other similar items in the County and/or region and if they available for use? | N/A |
| How is this item request different from any similar assets currently in the County and/or region? | N/A |
| What types of events/purpose would this item be used for that cannot be accomplished with a current County asset? | N/A |
| Identify the number of personnel required to operate this item and/or be available for the function where it is to be used? | |
| Please explain how this item will create the need for more or less personnel (or mark n/a for no change)? | |
| Where will the item be stored? | N/A |

| | |
|---|---|
| What is the useful life of the item? | N/A |
| Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)? | |
| Does this item require insurance coverage? | |
| Will this item require any form of licensing? | |
| Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs? | N/A |
| How will this item be funded when the grant ends? | N/A |
| What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.) | N/A |
| Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded. | N/A |
| What is the cost and frequency to maintain/update the additional equipment? | N/A |
| What is the impact of this grant application on other internal/county departments? | N/A |
| If yes, what is the estimate of that license fee? | |
| If yes, what is the estimate of insurance coverage? | |
| Will a replacement be requested from general funds when useful life has been exhausted? (OR) | No |
| If yes, how much is the match amount? | Anticipated 20% match |
| ID | 104 |
| Version | 2.0 |
| Attachments | False |
| Created | 8/3/2023 10:05 AM |
| Created By | Vicky Edwards |
| Modified | 8/3/2023 10:19 AM |
| Modified By | Vicky Edwards |

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 08/08/2023

K Friese Consent to Contract Assignment

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, K Friese & Associates, Inc. (the Assignor), and K Friese & Associates, LLC (the Assignee) in relation to Transportation Corridor H - Sam Bass Road Project, being dated effective March 13, 2017; Transportation Corridor I2 from US 183 to SH 29 Project, being dated effective March 10, 2020; and On Call Design Engineering Services for Small Drainage and Small Roadway Projects, being dated effective June 2, 2022.

**Background**

K Friese & Associates, Inc. has changed is entity status to K Friese & Associates, LLC and is now a wholly owned subsidiary of H.W. Lochner. They are still operating under their existing Tax ID. They are requesting approval of assigning all contract terms and responsibilities relating to Transportation Corridor H - Sam Bass Road Project [P462], being dated effective March 13, 2017; Transportation Corridor I2 from US 183 to SH 29 Project [P344], being dated effective March 10, 2020; and On Call Design Engineering Services for Small Drainage and Small Roadway Projects, being dated effective June 2, 2022, to K Friese & Associates, LLC.

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**Fiscal Impact**

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

**Attachments**

KFA-ConsentContractAssignment

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 10:12 AM |
| Form Started By: Marie Walters | | Started On: 08/01/2023 05:17 PM |
| Final Approval Date: 08/03/2023 | | |

# CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **K Friese & Associates, Inc.** (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **K Friese & Associates, LLC** (hereinafter "Assignee") in the contracts described as follows (collectively referred to herein as the "Contracts"):

> Williamson County Contract for Engineering Services between Williamson County and K Friese & Associates, Inc., being dated effective March 13, 2017, relating to the Transportation Corridor H – Sam Bass Road Project, which is incorporated herein by reference for all purposes;
>
> Williamson County Contract for Engineering Services between Williamson County and K Friese & Associates, Inc., being dated effective March 10, 2020, relating to the Transportation Corridor I2 from US 183 to SH 29 Project, which is incorporated herein by reference for all purposes; and
>
> Williamson County Contract for Engineering Services between Williamson County and K Friese & Associates, Inc., being dated effective June 2, 2022, relating to the On Call Design Engineering Services for Small Drainage and Small Roadway Project, which is incorporated herein by reference for all purposes.

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contracts or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contracts to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contracts.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and conditions of the Contracts as if Assignee was an original party to the Contracts.

3. Assignor and Assignee have agreed the assignment of the Contracts shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR

ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACTS PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACTS OR THE SERVICES PROVIDED UNDER THE CONTRACTS PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contracts to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

**COUNTY:**

**Williamson County, Texas**

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

**ASSIGNOR:**

**K Friese & Associates, Inc.**

By: Karen Friese

Printed Name: KAREN FRIESE

Title: President

Date: July 31, 2023

**ASSIGNEE:**

**K Friese & Associates, LLC**

By: Karen Friese

Printed Name: KAREN FRIESE

Title: President

Date: July 31, 2023

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 08/08/2023

Utility Coordination Corridor & Road Bond CFA Contract Extension

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Utility Coordination for Corridor & Road Bond Projects contract RFQ1811-273, renewal option period 2 until the term ending July 15, 2024, with Cobb, Fendley & Associates, Inc., for the same pricing, terms and conditions as the existing contract and authorize the execution of the agreement.

### Background

This is the second of three possible 1-year renewal options for this contract. The Funding Source is Road Bonds or LTP Corridor. The actual Project Numbers are determined by sub-totals for each project under specific Fiscal Year work authorizations.

## Fiscal Impact

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

## Attachments

CFA-OnCallUtilityCoordination-Extension

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 10:12 AM |
| Form Started By: Marie Walters | | Started On: 08/02/2023 05:16 PM |
| Final Approval Date: 08/03/2023 | | |

# EXTENSION AGREEMENT

**County:** Williamson County, Texas, a political subdivision of the State of Texas

**County's Mailing Address:**

710 Main Street
Suite 101
Georgetown, Texas 78626

**Engineer:** Cobb, Fendley & Associates, Inc.

**Engineer's Mailing Address:**

505 East Huntland Drive, Suite 100
Austin, Texas 78752

**Contract Subject of this Extension Agreement:**

Williamson County Contract for Engineering Services being dated effective July 16, 2019, by and between Engineer and County (the "Contract").

**Agreement to Extend Contract:**

Extended Term: In accordance with Article 4 of the Contract, Engineer and County hereby agree to extend the Contract for an additional term of one (1) year commencing as of July 16, 2023, and ending on midnight of July 15, 2024 ("Extended Term").

**Amendment of Contract Terms, Covenants and Conditions**

To the extent that any terms, covenants or conditions of the Contract contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Contract shall remain in full force and effect during the Extended Term and any extended term thereafter.

**IN WITNESS WHEREOF,** the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

**ENGINEER:**

**Cobb, Fendley & Associates, Inc.**

By: _____

Printed Name: Sandra G. Khoury, P.E.

Representative Capacity:
Executive Vice President

Date: August 1, 2023

COUNTY:

**Williamson County, Texas**

By: _____

Name: _____

Representative Capacity:
As Presiding Officer of the Williamson County Commissioners Court

Date:_____, 20__

APPROVED
By Christen Eschberger at 9:58 am, Aug 03, 2023

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 08/08/2023

22IFB139 FM 3349 at US 79 - Change Order #4 (City of Hutto WL Relocation Deletion)

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of ($472,492.20) for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

**Background**

This Change Order removes the City of Hutto 16-inch water line relocations from the scope of work. The deletion of work was requested by the City of Hutto. The cost for restocking of any ordered materials and work already performed as of the date of the change is 100% reimbursable by the City of Hutto. Please see the attached Change Order for additional details.

This Change Order results in a net decrease of $472,492.20 to the Contract amount, for an adjusted Contract total of $82,671,203.15. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $730,165.02 has been added to the Contract, resulting in an 0.89% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

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**Fiscal Impact**

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

**Attachments**

22IFB139-FM3349_CO#4

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 10:11 AM |
| Form Started By: Julissa Vasquez | | Started On: 08/02/2023 07:52 AM |
| Final Approval Date: 08/03/2023 | | |

# WILLIAMSON COUNTY, TEXAS
## CHANGE ORDER NUMBER: 4

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **10+35.82** to Sta. **12+32.41**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **4D** (3 Max. - In order of importance - Primary first)

| | |
|---|---|
| ***Project:*** | ***22IFB139*** |
| ***Roadway:*** | ***FM 3349*** |
| ***CSJ Number:*** | ***Williamson Co*** |

5. Describe the work being revised:

**3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto":** This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **C-002, C-100, C-401, C-201, C-202**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

*The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.*

THE CONTRACTOR Date 7-25-23

By

Typed/Printed Name Jared Williams

Typed/Printed Title Division Manager

***The following information must be provided***

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **($472,492.20)**

**RECOMMENDED FOR EXECUTION:**

7/25/2023
Project Manager — Date

N/A
Design Engineer — Date

Christen Eichberger 7/27/2023
Program Manager — Date

8/1/2023
City of Hutto Engineer — Date

Design Engineer's Seal:

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge — Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** *4* ***Project #*** *22IFB139*

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| CIP11.06.B | Trench Excavation Safety Protection Systems (All Depths) | LF | $3.50 | 953.00 | $3,335.50 | (953.00) | 0.00 | $0.00 | ($3,335.50) |
| G1.05.A | Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices along waterline route with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition); Complete in Place | LS | $50,000.00 | 1.00 | $50,000.00 | (1.00) | 0.00 | $0.00 | ($50,000.00) |
| W1.17.A | Restrained Pipe, 16" Dia. DI CL-250, Complete in Place, Including Excavation and Backfill | LF | $195.00 | 257.00 | $50,115.00 | (257.00) | 0.00 | $0.00 | ($50,115.00) |
| SP.W1.17.F | Ductile Iron Fittings (C-153 Weight Schedule) | TON | $62,297.00 | 1.10 | $68,526.70 | (1.10) | 0.00 | $0.00 | ($68,526.70) |
| SP.W2.10.D16 | Restrain Existing PVC Pipe. 16" Dia. | EA | $6,302.00 | 1.00 | $6,302.00 | (1.00) | 0.00 | $0.00 | ($6,302.00) |
| SP.W2.10.E | Demolition shown on drawing 01C-01, including but not limited to removal of 70 LF of abandoned 16" waterline; Complete in Place | LS | $9,311.00 | 1.00 | $9,311.00 | (1.00) | 0.00 | $0.00 | ($9,311.00) |
| SP.W2.10.G16 | 16" Wet Connection | EA | $10,313.00 | 1.00 | $10,313.00 | (1.00) | 0.00 | $0.00 | ($10,313.00) |
| SP.W3.21.H | Line Stop, 16" Dia. | EA | $30,885.00 | 1.00 | $30,885.00 | (1.00) | 0.00 | $0.00 | ($30,885.00) |
| SP.W3.21.I | Pressure Tap, 16"x16" | EA | $54,428.00 | 2.00 | $108,856.00 | (2.00) | 0.00 | $0.00 | ($108,856.00) |
| SP.W3.21.J | Valves, Insertion, 16" Dia., Hydra-Stop Insta-Valve 250 Patriot Series or other approved equal, Including cost of installation on active water line, use of concrete thrust blocks and Megalugs, Complete in Place | EA | $69,279.00 | 1.00 | $69,279.00 | (1.00) | 0.00 | $0.00 | ($69,279.00) |
| 501S-30 | Jacking or Boring, 30" Steel Pipe, ASTM A134 | LF | $1,746.00 | 20.00 | $34,920.00 | (20.00) | 0.00 | $0.00 | ($34,920.00) |
| SP.W3.21.F | Relocation of approximately 50 LF of 16" waterline as shown on sheet 01C-03 including but not limited to furnishing and installing 16" C900 DR 21 pipe, fittings, gate valves, and fire hydrant with appurtenances. Complete in place | LS | $44,313.00 | 1.00 | $44,313.00 | (1.00) | 0.00 | $0.00 | ($44,313.00) |
| COH-16WL-RF | Restocking fees assocaited with the delivered materials | LS | $13,664.00 | 0.00 | $0.00 | 1.00 | 1.00 | $13,664.00 | $13,664.00 |
| TOTALS | | | | | $486,156.20 | | | $0.00 | ($472,492.20) |

# CHANGE ORDER REASON(S) CODE CHART

| | |
|---|---|
| 1. Design Error or Omission | 1A. Incorrect PS&E<br>1B. Other |
| 2. Differing Site Conditions (unforeseeable) | 2A. Dispute resolution (expense caused by conditions and/or resulting delay)<br>2B. Unavailable material<br>2C. New development (conditions changing after PS&E completed)<br>2D. Environmental remediation<br>2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9)<br>2F. Site conditions altered by an act of nature<br>2G. Unadjusted utility (unforeseeable)<br>2H. Unacquired Right-of-Way (unforeseeable)<br>2I. Additional safety needs (unforeseeable)<br>2J. Other |
| 3. County Convenience | 3A. Dispute resolution (not resulting from error in plans or differing site conditions)<br>3B. Public relations improvement<br>3C. Implementation of a Value Engineering finding<br>3D. Achievement of an early project completion<br>3E. Reduction of future maintenance<br>3F. Additional work desired by the County<br>3G. Compliance requirements of new laws and/or policies<br>3H. Cost savings opportunity discovered during construction<br>3I. Implementation of improved technology or better process<br>3J. Price adjustment on finished work (price reduced in exchange for acceptance)<br>3K. Addition of stock account or material supplied by state provision<br>3L. Revising safety work/measures desired by the County<br>3M. Other |
| 4. Third Party Accommodation | 4A. Failure of a third party to meet commitment<br>4B. Third party requested work<br>4C. Compliance requirements of new laws and/or policies (impacting third party)<br>4D. Other |
| 5. Contractor Convenience | 5A. Contractor exercises option to change the traffic control plan<br>5B. Contractor requested change in the sequence and/or method of work<br>5C. Payment for Partnering workshop<br>5D. Additional safety work/measures desired by the contractor<br>5E. Other |
| 6. Untimely ROW/Utilities | 6A. Right-of-Way not clear (third party responsibility for ROW)<br>6B. Right-of-Way not clear (County responsibility for ROW)<br>6C. Utilities not clear<br>6D. Other |

**Williamson County Road Bond Program**

**FM3349 at US 79**
**Williamson County Project No. 22IFB139**

**Change Order No. 4**

**Reason for Change**

This Change Order removes the City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation materials under City of Hutto water line casing project from the original scope of work. The deletion of work was requested by the City of Hutto. The cost for restocking of any ordered materials and any other work already performed as of the date of the change is 100% reimbursable by the City of Hutto. Please see the attached Change Order for additional details.

This Change Order results in a net decrease of $472,492.20 to the Contract amount, for an adjusted Contract total of $82,671,203.15. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $730,165.02 has been added to the Contract, resulting in an 0.89% net increase 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.

# CHANGE ORDER 004 PROPOSAL
# HUTTO WL DELETION

DATE: 7/6/2023

INVOICE #

Primoris Services Corporation
James Construction Group

Bill To:
WILLIAMSON COUNTY
HNT8 CORPORATION

RE:
FM3349
ASIF MIRZAZADA
22IFB139

| ITEM NO. | QTY | UM | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| CIP11.06.B | -953.00 | LF | TRENCH EX SAFETY PROT SYS(ALL DEPTHS) | $3.50 | ($3,335.50) |
| G1.05.A | -1.00 | LS | F & I & MAINT TRAFFIC CTRL PLAN | $50,000.00 | ($50,000.00) |
| W1.17.A | -257.00 | LF | RESTRAINED PIPE/16" DIA. DI CL-250 C.I.P. | $195.00 | ($50,115.00) |
| SP.W1.17.F | -1.10 | TON | DUCTILE IRON FITGS (C-153 WT SCH) | $62,297.00 | ($68,526.70) |
| SP.W2.10.D16 | -1.00 | EA | RESTRAIN EXIST PVC PIPE. 16" DIA. | $6,302.00 | ($6,302.00) |
| SP.W2.10.E | -1.00 | LS | DEMO (DRAWING 01C-01) | $9,311.00 | ($9,311.00) |
| SP.W2.10.G16 | -1.00 | EA | 16" WET CONNECTION | $10,313.00 | ($10,313.00) |
| SP.W3.21.F | -1.00 | LS | RELO OF APPROX 50LF OF 16" WATERLINE | $44,313.00 | ($44,313.00) |
| SP.W3.21.H | -1.00 | EA | LINE STOP | $30,885.00 | ($30,885.00) |
| SP.W3.21.I | -2.00 | EA | PRESSURE TAP 16X16" | $54,428.00 | ($108,856.00) |
| SP.W3.21.J | -1.00 | EA | VALVES/INSERTION 16" DIA. HYDRA-STOP INSTA-VALV | $69,279.00 | ($69,279.00) |
| 501S-30 | -20.00 | LF | JACKING/BORING 30" STL PIPE ASTM A134 | $1,746.00 | ($34,920.00) |
| NEW | 1.00 | LS | RESTOCK FEES ASSOCIATED WITH DELIVERED MATERIAL | $13,664.00 | $13,664.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | **HUTTO WATER PLAN CHANGES 5-16-23 | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | TOTAL | ($472,492.20) |

# Patin Construction LLC

3800 W. Second Street
Taylor, TX 76574
Phone: (512) 269-1071
Fax: (512) 269-1072


**CHANGE ORDER**

May 23, 2023

## JAMES CONSTRUCTION GROUP

**Email: Hector Garcia, Kyle Oldham**

**Project Name: FM 3349 at US 79- Water Line scope**

| Item No. | Qty. | Unit | Description | | Unit Price | | Total |
|---|---|---|---|---|---|---|---|
| 303 | -1 | LS | Trench Safety System Plan | $ | 2,500.00 | $ | (2,500.00) |
| 304 | -953 | LF | Trench Excavation Safety Protection Systems (All Depths) | $ | 3.00 | $ | (2,859.00) |
| 305 | -1 | LS | Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices along waterline route with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition); Complete in Place | $ | 10,000.00 | $ | (10,000.00) |
| 306 | -257 | LF | Restrained Pipe, 16" Dia. DI CL-250, Complete in Place, Including Excavation and Backfill | $ | 190.00 | $ | (48,830.00) |
| 311 | -1.1 | TON | Ductile Iron Fittings (C-153 Weight Schedule) | $ | 9,500.00 | $ | (10,450.00) |
| 312 | -1 | EA | Restrain Existing PVC Pipe. 16" Dia. | $ | 15,500.00 | $ | (15,500.00) |
| 313 | -1 | LS | Demolition shown on drawing 01C-01, including but not limited to removal of 70 LF of abandoned 16" waterline; Complete in Place | $ | 14,250.00 | $ | (14,250.00) |
| 314 | -1 | EA | 16" Wet Connection | $ | 14,250.00 | $ | (14,250.00) |
| 315 | -1 | LS | Relocation of approximately 50 LF of 16" waterline as shown on sheet 01C-03 including but not limited to furnishing and installing 16" C900 DR 21 pipe, fittings, gate valves, and fire hydrant with appurtenances. Complete in place | $ | 57,000.00 | $ | (57,000.00) |
| 316 | -1 | EA | Line Stop, 16" Dia. | $ | 33,250.00 | $ | (33,250.00) |
| 317 | -2 | EA | Pressure Tap, 16"x16" | $ | 76,000.00 | $ | (152,000.00) |
| 318 | -1 | EA | Valves, Insertion, 16" Dia., Hydra-Stop Insta-Valve 250 Patriot Series or other approved equal, Including cost of installation on active water line, use of concrete thrust blocks and Megalugs, Complete in Place | $ | 71,250.00 | $ | (71,250.00) |
| 320 | -20 | LF | Jacking or Boring, 30" Steel Pipe, ASTM A134 | $ | 1,710.00 | $ | (34,200.00) |
| 1 | 1 | LS | Restock fees associated with removing materials from scope that had already been ordered | $ | 13,664.00 | $ | 13,664.00 |
| | | | | | **Hutto Water Subtotal** | **$** | **(452,675.00)** |

**TOTAL CHANGE ORDER #6 $ (452,675.00)**

*Hutto Water Plan Changes, 5-16-2023

Subcontractor:
BY: Jeff Birkhead
Patin Construction, LLC

General Contractor
BY:
James Construction

**Julissa Vasquez**

**From:** Wiley Webb <wwebb@DCS-ENGINEERING.COM>
**Sent:** Thursday, May 11, 2023 4:34 PM
**To:** Oscar Salazar-Bueno; Matt Rector; Asif Mirzazada; Todd Meaker
**Cc:** 61272_FM3349AtUS79; Steven Shull; David Thornhill; Darren Strozewski; Brandon Psencik; Jessica Purcell
**Subject:** RE: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE
**Attachments:** Plans-DCS.pdf; 16-inch WL Relocation Bid Items-DCS.pdf

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

Oscar,

Please see attached markups of the plans and bid items for all 16" WL Relocation work to be deleted from the scope of the SE Loop project. Let me know if you need anything else.

Thanks,

**Wiley Webb**
**Project Manager**
**Class A W & WW Operator**
1101 S. Capital of Texas Hwy, Building G-100
Austin, Texas 78746
Main: 512.614.6171
Cell: 512.736.0278
http://www.DCS-Engineering.com

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**From:** Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
**Sent:** Wednesday, May 10, 2023 3:20 PM
**To:** Wiley Webb <wwebb@DCS-ENGINEERING.COM>; Matt Rector <Matt.Rector@HuttoTX.gov>; Asif Mirzazada <amirzazada@hntb.com>; Todd Meaker <Todd.Meaker@HuttoTX.gov>
**Cc:** 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Steven Shull <sshull@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Darren Strozewski <DStrozewski@DCS-ENGINEERING.COM>; Brandon Psencik <BPsencik@DCS-ENGINEERING.COM>; Jessica Purcell <jpurcell@dcs-engineering.com>
**Subject:** RE: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

Wiley,

The Change Orders do not start with the contractor. If the COH wants to delete scope from our project, please provide revised plan sheets showing the modifications ASAP. We need to communicate to the contractor what materials will not be needed. Otherwise the City will be responsible for re-stocking fees.

Thanks,

**Oscar Salazar-Bueno, PE**
Sr. Resident Engineer
Williamson County Road Bond Program
Tel (512) 527-6734 Mobile (737) 237-3581 Email osalazarbueno@hntb.com

**HNTB CORPORATION**
101 E. Old Settlers Blvd., Ste. 225 | Round Rock, TX 78664 | hntb.com

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**From:** Wiley Webb <wwebb@DCS-ENGINEERING.COM>
**Sent:** Thursday, May 4, 2023 6:41 PM
**To:** Matt Rector <Matt.Rector@HuttoTX.gov>; Asif Mirzazada <amirzazada@hntb.com>; Todd Meaker <Todd.Meaker@HuttoTX.gov>
**Cc:** 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Steven Shull <sshull@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Darren Strozewski <DStrozewski@DCS-ENGINEERING.COM>; Brandon Psencik <BPsencik@DCS-ENGINEERING.COM>; Jessica Purcell <jpurcell@dcs-engineering.com>
**Subject:** RE: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

Asif,

- We have no objections to moving the casing pipe by 2 ft as marked up on the attached. Please proceed forward. Redline the plans as needed for the SE Loop contractor to make the change.
- DCS will issue a Field Order to the Contractor building the Frameswitch Pumping Station to notify them of the 2 ft adjustment to the south and provide 2 ft longer spool piece on the pipe they will be installing as part of their project for the City.
- DCS will notify the design engineer (STV) of the 2 ft adjustment to the south for their plans to connect to the 36" pipes on the west side of the SE Loop right of way.
- Per attached email, please direct the contractor to provide a Change Order to remove the 16" WL Relocation work from the SE Loop project. The City will be relocating the 16" WL as part of the Frameswitch Pump Station project. We understand that the SE Loop contractor has not ordered or acquired the materials for this work.

Let me know if you have any questions or need anything else on these two items.

Thanks,

**Wiley Webb**
**Project Manager**
**Class A W & WW Operator**
1101 S. Capital of Texas Hwy, Building G-100
Austin, Texas 78746
Main: 512.614.6171
Cell: 512.736.0278
http://www.DCS-Engineering.com

**From:** Matt Rector <Matt.Rector@HuttoTX.gov>
**Sent:** Thursday, April 20, 2023 2:26 PM
**To:** Asif Mirzazada <amirzazada@hntb.com>; Todd Meaker <Todd.Meaker@HuttoTX.gov>
**Cc:** 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Steven Shull <sshull@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Wiley Webb <wwebb@DCS-ENGINEERING.COM>; Darren Strozewski <DStrozewski@DCS-ENGINEERING.COM>
**Subject:** RE: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

Asif,

I just got off of call with Wiley and Darren from DCS. I believe Wiley will be reaching out to discuss.

Thank you,

**Matt Rector**
City Engineer
Engineering | City of Hutto

**From:** Asif Mirzazada <amirzazada@hntb.com>
**Sent:** Thursday, April 20, 2023 2:24 PM
**To:** Todd Meaker <Todd.Meaker@HuttoTX.gov>; Matt Rector <Matt.Rector@HuttoTX.gov>
**Cc:** 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Steven Shull <sshull@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Wiley Webb <wwebb@DCS-ENGINEERING.COM>
**Subject:** RE: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

Todd,
Contractor is proposing to move the WL 2 feet from originally planned location first and then 16-inch WL can be abandoned later. This change on sequence of work will allow contractor to install proposed 36-inc WL sooner.

We can redline the drawings if this 2 ft offset request is acceptable and will not negatively impact the design.

Thank you,

**Asif Mirzazada**
Sr. Field Engineer
Williamson County Road Bond Program
**Mobile** (512) 987-9179 Email amirzazada@hntb.com

**From:** Todd Meaker <Todd.Meaker@HuttoTX.gov>
**Sent:** Thursday, April 20, 2023 1:27 PM
**To:** Asif Mirzazada <amirzazada@hntb.com>; Matt Rector <Matt.Rector@HuttoTX.gov>
**Cc:** 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Steven Shull <sshull@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Wiley Webb <wwebb@DCS-ENGINEERING.COM>
**Subject:** RE: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

Matt,

This is the 16" Hutto waterline that we already discussed this morning.

Asif,

I have had multiple discussions this morning after the discussion in the field. This 16" waterline is proposed to be moved in this plan set. If we cannot move the waterline first per plan then you will need DCS to review their design to insure that this will not negatively affect the other portions of this design.

**Todd Meaker**
Senior Construction Inspector
Engineering & Public Works

T: (512) 639-8840
E: todd.meaker@Huttotx.gov
W: www.huttotx.gov

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**From:** Asif Mirzazada <amirzazada@hntb.com>
**Sent:** Thursday, April 20, 2023 12:51 PM
**To:** Matt Rector <Matt.Rector@HuttoTX.gov>; Todd Meaker <Todd.Meaker@HuttoTX.gov>
**Cc:** 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>; Steven Shull <sshull@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; David Thornhill <dthornhill@HNTB.com>; Wiley Webb <wwebb@DCS-ENGINEERING.COM>
**Subject:** FW: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

Good afternoon Matt,
Please see attached RFI for your review.

Contractor have identified an existing 12-inch WL that is in conflict with the proposed southern 36-inch WL at FM 3349. This issue has been discussed with Todd on the field and the Contractor is requesting to offset the southern WL 2 feet to the south from the line originally planned location to avoid this conflict.

Please let me know if you have any questions.

Thank you.

**Asif Mirzazada**
Sr. Field Engineer
Williamson County Road Bond Program
Mobile (512) 987-9179 Email amirzazada@hntb.com

**From:** Hector Garcia <hector.garcia@prim.com>
**Sent:** Thursday, April 20, 2023 12:32 PM
**To:** David Garza <David.Garza@patincon.com>; Asif Mirzazada <amirzazada@hntb.com>
**Cc:** Jeff Birkhead <jeff@patincon.com>; Kyle Oldham <koldham@prim.com>; Dalimar Rosario <drosario@prim.com>; Gary Couch <gcouch@prim.com>; 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>
**Subject:** RE: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

Asif,

Marked up document is attached. Per our discussions in the owners' meeting today, the move to the South was discussed and ok'd by Hutto water this morning

**From:** David Garza <David.Garza@patincon.com>
**Sent:** Wednesday, April 19, 2023 8:12 AM
**To:** Asif Mirzazada <amirzazada@hntb.com>; Hector Garcia <hector.garcia@prim.com>
**Cc:** Jeff Birkhead <jeff@patincon.com>; Kyle Oldham <koldham@prim.com>; Dalimar Rosario <drosario@prim.com>; Gary Couch <gcouch@prim.com>; 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>
**Subject:** RE: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you have verified the sender and know the content is safe! If this message is suspicious, please use the **Report Phish** button to notify IT.

Good morning Asif,

I apologize for the delayed response; I was in meetings yesterday afternoon. Bryant and Frey uncovered a 20" to 24" casing with a 12" white pipe inside. We would like to move south 2 ft to avoid this conflict so we can continue working. Please let us know as soon as you can.

Thank you,

***David Garza***
Project Manager // Patin Construction
o: 512-640-4213 // c: 512-426-6916
https://patinconstruction.com/

**From:** Asif Mirzazada <amirzazada@hntb.com>
**Sent:** Tuesday, April 18, 2023 2:55 PM
**To:** Hector Garcia <hector.garcia@prim.com>
**Cc:** David Garza <David.Garza@patincon.com>; Jeff Birkhead <jeff@patincon.com>; Kyle Oldham <koldham@prim.com>; Dalimar Rosario <drosario@prim.com>; Gary Couch <gcouch@prim.com>; 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>
**Subject:** RE: 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

Hector,
What utility is in conflict with proposed water line? Please clarify the confliction.

Thank you.

**Asif Mirzazada**
Sr. Field Engineer
Williamson County Road Bond Program
Mobile (512) 987-9179 Email amirzazada@hntb.com

**From:** Hector Garcia <hector.garcia@prim.com>
**Sent:** Tuesday, April 18, 2023 2:33 PM
**To:** Asif Mirzazada <amirzazada@hntb.com>
**Cc:** David Garza <David.Garza@patincon.com>; Jeff Birkhead <jeff@patincon.com>; Kyle Oldham <koldham@prim.com>; Dalimar Rosario <drosario@prim.com>; Gary Couch <gcouch@prim.com>; 61272_FM3349AtUS79 <61272_FM3349AtUS79@HNTB.com>
**Subject:** 3486-01-008 - RFI #10906-021 - HUTTO 48IN CASING BORE

Asif,

Attached is RFI #10906-021 regarding a utility conflict with the proposed southern bore for the 48in casing. Please review and expedite if at all possible so that Bryant & Frey can continue.

Thanks!

**Hector Garcia**
Project Engineer
PSC – James Construction Group

Cell: 254-370-2064
hector.garcia@prim.com

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| BID FORM (FROM ADDENDUM 2) | | | | | | | QUANTITY AND COST BREAKOUT BY CSJ | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | FM 3349 WIDENING (North of CR 404) Thru New Interchange at US 79 Includes JSUD Utility Relo | | US 79 Widening | | CR 101 (North of 'Jughandle' Intersection) & Other Utilities | |
| | | | | | | | CSJ: 3486-01-008 | | CSJ: 0204-02-034 | | Williamson County | |
| BID ITEM | TECH SPEC[1] | DESCRIPTION | BID QUANTITY | UNIT MEASURE | JCG BID UNIT PRICE | AMOUNT BID | QUANTITY | COST | QUANTITY | COST | QUANTITY | COST |
| 284 | J106-33 | Connect New 12" to Existing 12"; Installed | 4 | EA | 19,084.00 | $ 76,336.00 | 4.00 | $ 76,336.00 | | $ - | | $ - |
| 285 | J106-34 | Temporary Connection of New 6" to Existing 6"; Installed | 1 | EA | 3,541.00 | $ 3,541.00 | 1.00 | $ 3,541.00 | | $ - | | $ - |
| 286 | J106-35 | Connect New 4" to Existing 4"; Installed | 1 | EA | 2,110.00 | $ 2,110.00 | 1.00 | $ 2,110.00 | | $ - | | $ - |
| 287 | J106-36 | Connect New 4" to Existing 3"; Installed | 1 | EA | 1,719.00 | $ 1,719.00 | 1.00 | $ 1,719.00 | | $ - | | $ - |
| 288 | J106-37 | Connect New 3" to Existing 3"; Installed | 1 | EA | 1,522.00 | $ 1,522.00 | 1.00 | $ 1,522.00 | | $ - | | $ - |
| 289 | J106-38 | Connect New 2" to Existing 2"; Installed | 2 | EA | 1,446.00 | $ 2,892.00 | 2.00 | $ 2,892.00 | | $ - | | $ - |
| 290 | J106-39 | 24" Plug; Installed | 3 | EA | 9,066.00 | $ 27,198.00 | 3.00 | $ 27,198.00 | | $ - | | $ - |
| 291 | J106-40 | New Fire Hydrants Assembly; Complete and Installed | 9 | EA | 8,456.00 | $ 76,104.00 | 9.00 | $ 76,104.00 | | $ - | | $ - |
| 292 | J106-41 | 8" Pressure Reducing Valve, Vault and Assembly, Installed | 1 | EA | 49,068.00 | $ 49,068.00 | 1.00 | $ 49,068.00 | | $ - | | $ - |
| 293 | J106-42 | Water Service; 5/8" X 3/4" W/ 1" Service Tap; Complete and Installed | 1 | EA | 4,072.00 | $ 4,072.00 | 1.00 | $ 4,072.00 | | $ - | | $ - |
| 294 | J106-43 | Relocate and Reconnect Water Service; To Include New Service lines, Fittings, Boxes, and Lids; Complete and Installed | 5 | EA | 2,037.00 | $ 10,185.00 | 5.00 | $ 10,185.00 | | $ - | | $ - |
| 295 | J106-44 | Remove Existing Gate Valve | 3 | EA | 675.00 | $ 2,025.00 | 3.00 | $ 2,025.00 | | $ - | | $ - |
| 296 | J106-45 | Cap and Grout Fill Abandoned Various Size Waterlines within TxDOT/R.R. R.O.W.; Complete, to Include Required Caps, Materials, Equipment, and Labor | 2,330 | LF | 19.00 | $ 44,270.00 | 2,330.00 | $ 44,270.00 | | $ - | | $ - |
| 297 | J106-46 | Remove and Replace Existing Reinforced Concrete Drive, to Saw Cutting and Compacted Gravel Trench Backfill; Complete | 73 | SF | 182.62 | $ 13,331.26 | 73.00 | $ 13,331.26 | | $ - | | $ - |
| 298 | J106-47 | Compacted Gravel Drive Replacement, to Include Compacted Gravel Trench Backfill; Installed | 537 | SF | 4.29 | $ 2,303.73 | 537.00 | $ 2,303.73 | | $ - | | $ - |
| 299 | J106-48 | Hydro-Mulch Seeding Project; Complete | 1 | SF | 1.00 | $ 1.00 | 1.00 | $ 1.00 | | $ - | | $ - |
| 300 | J106-49 | Trench Safety System Design and Implementation | 18,671 | LF | 3.50 | $ 65,348.50 | 18,671.00 | $ 65,348.50 | | $ - | | $ - |
| 301 | J106-50 | Traffic Control Plan Development and Implementation | 1 | LS | 25,000.00 | $ 25,000.00 | 1.00 | $ 25,000.00 | | $ - | | $ - |
| 302 | J106-51 | SW3PP Design and Implementation | 1 | LS | 20,000.00 | $ 20,000.00 | 1.00 | $ 20,000.00 | | $ - | | $ - |
| | | ~~CITY OF HUTTO WATERLINE 16" WATER MAIN RELOCATION~~ | | | | | | | | | | |
| ~~303~~ | ~~CIP11.06.A~~ | ~~Trench Safety System Plan~~ | ~~1~~ | ~~LS~~ | ~~1,695.00~~ | ~~$ 1,695.00~~ | - | $ - | - | $ - | ~~1.00~~ | ~~$ 1,695.00~~ |
| ~~304~~ | ~~CIP11.06.B~~ | ~~Trench Excavation Safety Protection Systems (All Depths)~~ | ~~953~~ | ~~LF~~ | ~~3.50~~ | ~~$ 3,335.50~~ | | $ | | $ | ~~953.00~~ | ~~$ 3,335.50~~ |
| ~~305~~ | ~~C1.06.A~~ | ~~Furnish, Install, and Maintain Traffic Control Plan and Traffic Control Devices along waterline route with signage, safety barriers, appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition); Complete in Place~~ | ~~1~~ | ~~LS~~ | ~~50,000.00~~ | ~~$ 50,000.00~~ | | $ | | $ | ~~1.00~~ | ~~$ 50,000.00~~ |
| ~~306~~ | ~~W1.17.A~~ | ~~Restrained Pipe, 16" Dia. DI CL 250, Complete in Place, Including Excavation and Backfill~~ | ~~257~~ | ~~LF~~ | ~~195.00~~ | ~~$ 50,115.00~~ | | $ | | $ | ~~257.00~~ | ~~$ 50,115.00~~ |
| ~~311~~ | ~~SP.W1.17.F~~ | ~~Ductile Iron Fittings (C-153 Weight Schedule)~~ | ~~1.10~~ | ~~TON~~ | ~~62,297.00~~ | ~~$ 68,526.70~~ | | $ | | $ | ~~1.10~~ | ~~$ 68,526.70~~ |
| ~~312~~ | ~~SP.W2.10.D16~~ | ~~Restrain Existing PVC Pipe, 16" Dia.~~ | ~~1~~ | ~~EA~~ | ~~6,002.00~~ | ~~$ 6,002.00~~ | | $ | | $ | ~~1.00~~ | ~~$ 6,002.00~~ |
| ~~313~~ | ~~SP.W2.10.E~~ | ~~Demolition shown on drawing 01C-01, including but not limited to removal of 70 LF of abandoned 16" waterline; Complete in Place~~ | ~~1~~ | ~~LS~~ | ~~9,311.00~~ | ~~$ 9,311.00~~ | - | $ - | - | $ - | ~~1.00~~ | ~~$ 9,311.00~~ |
| ~~314~~ | ~~SP.W2.10.G16~~ | ~~16" Wet Connection~~ | ~~1~~ | ~~EA~~ | ~~10,313.00~~ | ~~$ 10,313.00~~ | | $ | | $ | ~~1.00~~ | ~~$ 10,313.00~~ |
| ~~316~~ | ~~SP.W3.21.H~~ | ~~Line Stop, 16" Dia.~~ | ~~1~~ | ~~EA~~ | ~~30,885.00~~ | ~~$ 30,885.00~~ | | $ | | $ | ~~1.00~~ | ~~$ 30,885.00~~ |
| ~~317~~ | ~~SP.W3.21.I~~ | ~~Pressure Tap, 16"x16"~~ | ~~2~~ | ~~EA~~ | ~~54,420.00~~ | ~~$ 108,840.00~~ | - | $ - | - | $ - | ~~2.00~~ | ~~$ 108,840.00~~ |

[1]Refer to the Technical Specifications section for a description of the specific reference number.

**BID FORM**
**WILLIAMSON COUNTY, TEXAS**

| BID FORM (FROM ADDENDUM 2) | | | | | | | QUANTITY AND COST BREAKOUT BY CSJ | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | FM 3349 WIDENING (North of CR 404) Thru New Interchange at US 79 Includes JSUD Utility Relo | | US 79 Widening | | CR 101 (North of 'Jughandle' Intersection) & Other Utilities | |
| | | | | | | | CSJ: 3486-01-008 | | CSJ: 0204-02-034 | | Williamson County | |
| BID ITEM | TECH SPEC[1] | DESCRIPTION | BID QUANTITY | UNIT MEASURE | JCG BID UNIT PRICE | AMOUNT BID | QUANTITY | COST | QUANTITY | COST | QUANTITY | COST |
| ~~318~~ | ~~SP.W3.21.J~~ | ~~Valve, Insert, 16" Dia., Hydr. Step, Gate Valve 250 Pound Class or Class approved equal, including cost of installation on active water line, use of concrete thrust blocks and Megalugs, Complete in Place~~ | ~~1~~ | ~~EA~~ | ~~69,270.00~~ | ~~$ 69,270.00~~ | | ~~$ -~~ | | ~~$ -~~ | ~~1.00~~ | ~~$ 69,270.00~~ |
| ~~320~~ | ~~501S-30~~ | ~~Jacking or Boring, 30" Steel Pipe, ASTM A134~~ | ~~20~~ | ~~LF~~ | ~~1,746.00~~ | ~~$ 34,920.00~~ | | ~~$ -~~ | | ~~$ -~~ | ~~20.00~~ | ~~$ 34,920.00~~ |
| | | **CITY OF HUTTO WATERLINE- CASINGS PROJECT** | | | | | | | | | | |
| 307 | W1.17.G | Furnish and install 36" Ductile Iron Pipe Carrier Pipe (Class 200 psi) including excavation, ground and surface water dewatering, embedment, backfill, metallic underground warning tape, adaptors, couplings, joint restraints, polyethylene wrap, surface restoration, disposal of excess material, incidental work not covered by other bid items, 3/8" F bedding and backfill, and appurtenances, Complete in Place | 964 | LF | 586.00 | $ 564,904.00 | - | $ - | - | $ - | 964.00 | $ 564,904.00 |
| 308 | W1.17.H | Furnish and Install 36" Ductile Iron restrained M.J. Plug (Class 200 psi) per AWWA C153, Complete in Place | 4 | EA | 12,110.00 | $ 48,440.00 | - | $ - | - | $ - | 4.00 | $ 48,440.00 |
| 309 | W4.05.A | Furnish and Install 48-inch steel casing pipe by open cut, not including 36" carrier pipe, with appurtenances, Complete in Place | 672 | LF | 751.00 | $ 504,672.00 | - | $ - | - | $ - | 672.00 | $ 504,672.00 |
| 310 | SP.W1.17.I | Furnish and Install 36" Ductile Iron restrained M.J. 90 degree bend (Class 200 psi) per AWWA C153, Complete in Place | 4 | EA | 19,622.00 | $ 78,488.00 | - | $ - | - | $ - | 4.00 | $ 78,488.00 |
| ~~315~~ | ~~SP.W3.21.F~~ | ~~Relocation of approximately 50 LF of 16" waterline as shown on sheet 01C-03 including but not limited to furnishing and installing 16" C900 DR 21 pipe, fittings, gate valves, and fire hydrant with appurtenances. Complete in place~~ | ~~1~~ | ~~LS~~ | ~~44,313.00~~ | ~~$ 44,313.00~~ | - | ~~$ -~~ | - | ~~$ -~~ | ~~1.00~~ | ~~$ 44,313.00~~ |
| 319 | 501S-48 | Jacking or Boring, 48" steel pipe, ASTM A139 | 268 | LF | 1,407.00 | $ 377,076.00 | - | $ - | - | $ - | 268.00 | $ 377,076.00 |
| | | **UPRR SPECIFICATION ITEMS** | | | | | | | | | | |
| 321 | UPRR 02 41 00 | Remove Rail Bridge 149.31 | 1 | LS | 54,769.14 | $ 54,769.14 | 1.00 | $ 54,769.14 | | $ - | | $ - |
| 322 | UPRR 32 31 10 | ROW Fence | 5000 | LF | 30.85 | $ 154,250.00 | 5,000.00 | $ 154,250.00 | | $ - | | $ - |
| 323 | UPRR 33 42 00 | GRANULAR BEDDING (FNAL POS) (UPRR 9x6 CULV ADD'L 6 IN DEPTH BEDDING) | 270 | CY | 144.36 | $ 38,977.20 | 270.00 | $ 38,977.20 | | $ - | | $ - |
| 324 | UPRR 33 42 16 | 6 - (9 FT X 6 FT) Conc Box Culv (Incl 18in Bedding) | 1,056 | LF | 1,786.54 | $ 1,886,586.24 | 1,056.00 | $ 1,886,586.24 | | $ - | | $ - |
| 325 | UPRR 33 42 16 | Culvert End Treatment (Incl 18in Bedding) | 2 | EA | 163,261.39 | $ 326,522.78 | 2.00 | $ 326,522.78 | | $ - | | $ - |
| 326 | UPRR 34 11 10 | CLEARING AND GRUBBING | 4.40 | AC | 2,732.30 | $ 12,022.12 | 4.40 | $ 12,022.12 | | $ - | | $ - |
| 327 | UPRR 34 11 10 | Temporary Special Shoring per UPRR 01 71 23 & Temporary Handrail | 480 | SF | 240.78 | $ 115,574.40 | 480.00 | $ 115,574.40 | | $ - | | $ - |
| 328 | UPRR 34 11 10 | Turnout - #15 POTO 136# ISHH CWR, Wood Ties, w/ SPRG (With HST) (Phase 1) | 1 | EA | 366,850.00 | $ 366,850.00 | 1.00 | $ 366,850.00 | | $ - | | $ - |
| 329 | UPRR 34 11 10 | Shoofly Track - Construct 136# ISHH CWR, Wood Ties (Phase 1) | 1,905 | TF | 435.00 | $ 828,675.00 | 1,905.00 | $ 828,675.00 | | $ - | | $ - |
| 330 | UPRR 34 11 10 | Shift Mainline Track - 30% Tie Replacement Materials Only | 861 | TF | 100.00 | $ 86,100.00 | 861.00 | $ 86,100.00 | | $ - | | $ - |
| 331 | UPRR 34 11 10 | Wye Track - Construct 136# ISHH CWR, Wood Ties (Phase 1) | 237 | TF | 490.00 | $ 116,130.00 | 237.00 | $ 116,130.00 | | $ - | | $ - |
| 332 | UPRR 34 11 10 | Derail - DPSS (Phase 1) | 1 | EA | 35,050.00 | $ 35,050.00 | 1.00 | $ 35,050.00 | | $ - | | $ - |
| 333 | UPRR 34 11 10 | Remove Track & Dispose (Phase 1) | 370 | TF | 62.00 | $ 22,940.00 | 370.00 | $ 22,940.00 | | $ - | | $ - |
| 334 | UPRR 34 11 10 | Shift Wye Track - 30% Tie Replacement (Phase 1) | 314 | TF | 225.00 | $ 70,650.00 | 314.00 | $ 70,650.00 | | $ - | | $ - |
| 335 | UPRR 34 11 10 | Dispose Track | 141 | TF | 80.00 | $ 11,280.00 | 141.00 | $ 11,280.00 | | $ - | | $ - |
| 336 | UPRR 34 11 10 | Dispose Ties | 218 | EA | 35.00 | $ 7,630.00 | 218.00 | $ 7,630.00 | | $ - | | $ - |
| 337 | UPRR 34 11 10 | Remove #15 RH POTO (Phase 2) | 1 | EA | 28,575.00 | $ 28,575.00 | 1.00 | $ 28,575.00 | | $ - | | $ - |
| 338 | UPRR 34 11 10 | Remvove DPSS (Phase 2) | 1 | EA | 7,550.00 | $ 7,550.00 | 1.00 | $ 7,550.00 | | $ - | | $ - |
| 339 | UPRR 34 11 10 | Shift Mainline Track - 0% Tie Replacement Materials Only | 861 | TF | 80.00 | $ 68,880.00 | 861.00 | $ 68,880.00 | | $ - | | $ - |

[1]Refer to the Technical Specifications section for a description of the specific reference number.

SUMMARY OF SHEET INDEX:


| | |
|---|---|
| C-001 | COVER |
| C-002 | GENERAL NOTES |
| C-100 | KEYMAP |
| C-101 | EROSION AND SEDIMENTATION CONTROL PLAN |
| C-201 | WATER LINE "A" PLAN AND PROFILE |
| C-202 | WATER LINE "A" TEMPORARY BYPASS PLAN |
| C-601 TO C-603 | WATER STANDARD DETAILS |


WILLIAMSON COUNTY
1848

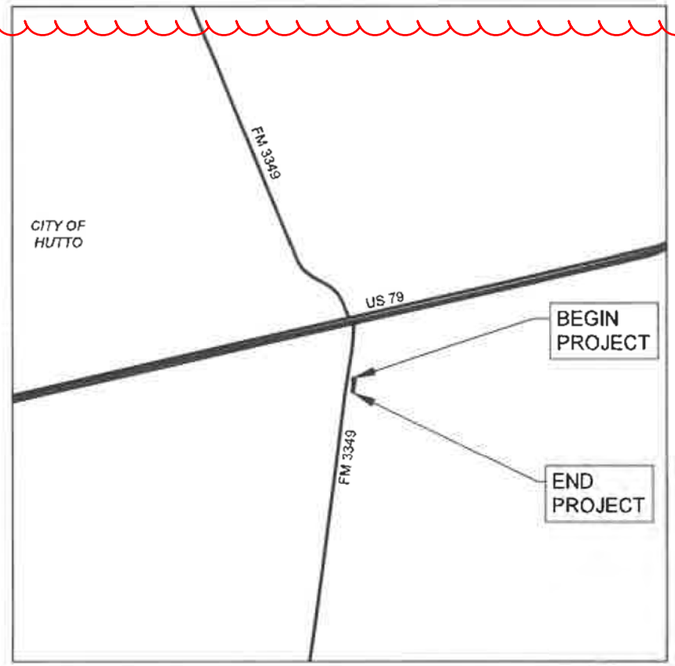
# ~~FM 3349 HUTTO 16" WATER MAIN RELOCATION~~

~~TOTAL LENGTH OF PROJECT: 230 LF~~

~~PROJECT LIMITS: ALONG FM 3349, 700 LF SOUTH OF FM 3349 AND US 79~~

~~RELOCATION OF 16" WATER MAIN WITH VALVES, APPURTENANCES, ENCASEMENT PIPE, INCLUDING CONNECTIONS ONTO EXISTING 16" MAIN~~

REMOVE PLAN SET IN ITS ENTIRETY




VICINITY MAP
(NOT TO SCALE)

## UTILITIES

CITY OF HUTTO ENGINEERING
500 W. LIVE OAK ST
HUTTO, TX 78634
512-759-5989

| REV. NO. | REVISION DESCRIPTION | (C)ORRECT, (A)DD, (V)OID SHEET NUMBERS | APPR'D BY: | DATE |
|---|---|---|---|---|
| | | | | |

## OWNER INFORMATION


OWNER:
CITY OF HUTTO
500 W LIVE OAK ST
HUTTO, TEXAS 78634

CONTACT:
PADMA PATLA, P.E.
512-759-4025

DESIGNER:
COBB FENDLEY
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752

CONTACT:
KRISTEN VAN HOOSIER, P.E.
512-834-9798


SUBMITTED FOR APPROVAL:

STATE OF TEXAS · KRISTEN VAN HOOSIER · 136882 · LICENSED · PROFESSIONAL ENGINEER

4/14/2022

KRISTEN VAN HOOSIER, P.E. — DATE
COBBFENDLEY, INC.

APPROVALS:

PADMA PATLA, P.E. — DATE
PROJECT MANAGER,
CITY OF HUTTO


CobbFendley
TBPELS NO. 274
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.7727
WWW.COBBFENDLEY.COM



Dwg Info: G:\CFA\2014\0308801 - Williamson County_2013_Road Bond\WUN\40_FM3349_Hutto\DESIGN\C-001-COVR.dwg -- Tab: COVR -- Plotted: 4/14/2022 8:03 AM By: KRISTEN VAN HOOSIER

City Of Hutto - General Construction Notes

Updated March 2019

1. The contractor is to contact one of the following:
   Texas811 811
   Lone star 1-800-669-8344
   For location of existing facilities at least 48 hours prior to commencement of any construction activities.
2. Prior to any construction, the design engineer shall convene a preconstruction conference between the City of Hutto, himself, the contractor, other utility companies, any affected parties and any other entity the City or engineer may require. If construction is not started on the site within 30 calendar days after the pre-construction conference, the engineer shall convene a new preconstruction conference between the City of Hutto, himself, and all the above mentioned entities.
3. Prior to any changes to the construction site, video of the site must be taken and provided to the City before construction commences.
4. All construction operations shall be performed in accordance with City of Hutto Engineering Manual and standard construction specifications and details. If City of Hutto Engineering Manual unavailable, or not applicable, refer to TxDOT and/or City of Georgetown Manual, standards and/or specifications.
5. All storm sewer bends and wyes shall be prefabricated.
6. All storm sewer mains to be field-tested for water tightness no sooner than 30 days after total completion of the storm sewer lines.
7. All storm sewer mains to be video taped by camera no sooner than 30 days after total completion of the storm sewer lines. Two digital copies shall be supplied to the City before closeout. All storm sewer conduits will be inspected by the city before city acceptance, video must show details of all irregularities or offsets (minimum 10 seconds of video time).
8. All construction operations shall be accomplished in accordance with applicable regulations of the U.S. Occupational Safety and Health Administration. OSHA standards may be purchased from the government printing office; information and related reference materials may be purchased from OSHA, 611 e. 6th Street, Austin, Texas.
9. Contractor shall take all due precautions to protect existing facilities from damage. Any damage incurred to existing facilities as a result of construction operations to be repaired immediately by the contractor, at no additional cost to owner.
10. Contractor to give notice to all authorized inspectors, superintendents or persons in charge of public and private utilities affected by his operations at least 48 hours prior to commencement of work.



11. Contractor to comply with all applicable local, state, and federal requirements regarding excess and waste material, including methods of handling and disposal.
12. Contractor to coordinate interruptions of all utilities and services. All work to be in accordance with the requirements of the applicable utility company or agency involved.
13. When un-located or incorrectly located, a break in utility lines, or other utilities and services are encountered during site work operations, contractor shall notify the applicable utility company immediately to obtain procedure directions. Contractor shall cooperate with the applicable utility company in maintaining active services in operation.
14. Contractor to locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items by registered professional land surveyor in the State of Texas, at no additional cost to owner.
15. When construction is being carried out within easements, the contractor shall confine his work to within the permanent and temporary easements. Prior to final acceptance, the contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the engineer.
16. The contractor and the engineer shall keep accurate records of all construction that deviates from the plans. Accurate "record" drawings will be provided to the City of Hutto, along with a letter certification from a registered professional engineer licensed in the State of Texas, stating that said project has been constructed in accordance with these plans, prior to the owner being issued a certification of completion and final acceptance. These "record" drawings shall meet with the satisfaction of the Engineering and Development Services Departments prior to final acceptance.
17. Contractor shall strip six (6) inches of topsoil from all areas subject to grade modification. Remove all areas of weak soil.
18. The contractor shall protect all existing fences. In the event that a fence must be removed, the contractor shall replace said fence or portion thereof with the same type of fencing to a quality of equal or better than the original fence.
19. Upon completion of the project, the site(s) as defined herein shall be cleaned of all debris and left in a neat and presentable condition.
20. All adjoining pavement sections shall be protected during all phases of construction and any damages incurred due to contractor's operation shall be repaired and/or replaced at the contractor's expense.
21. Contractor to control dust caused by the work and comply with pollution control regulations of governing authorities (no separate pay).
22. Traffic controls to be installed in accordance with the current TxDOT manual on uniform traffic control devices and TxDOT barricade and construction standards.
23. Revegetate all disturbed areas upon completion of the work per City of Georgetown construction standards.



24. Contractor to exercise caution during construction near and around gas lines and power lines.
25. No work is to be performed between the hours of 6:00 p.m. and 7:00 a.m. all work requiring City inspection shall be performed Monday thru Friday. The City reserves the right to require the contractor to uncover all work performed without inspection.
26. The Contractor shall determine the exact location vertically and horizontally of all existing utilities prior to commencing work, and shall notify the engineer and the City if the existing utility location and depths are different from what is shown on the plans. The contractor agrees to be fully responsible for any and all damages which might be associated by the contractor's failure to exactly locate and preserve any and all underground utilities.
27. All Fire Lines shall be ductile iron.
28. Detectable tape shall be used for all underground utilities. Tape must be 12" wide 5 mil with applicable color and label.
29. Contractor will be responsible for keeping roads and drives adjacent to and near the site free from soil, sediment and debris. Contractor will not remove soil, sediment or debris from any area or vehicle by means of water, only shoveling and sweeping will be allowed. Contractor will be responsible for dust control from the site.
30. The Contractor shall be responsible for all damage to private property which occurs as a result of any portion of this project. Any damage to private property shall be repaired to equal or better condition. The Contractor shall pay and/or settle with private property owner(s) for all cost related to damage. The City will not provide separate pay for repair of damages, reimbursements or settlements.

NOTE: ALL STEEL AND IRON MATERIALS MUST COMPLY WITH 23 CFR 635.410 PROVISIONS OF BUY AMERICA, FORM 1818 (MATERIAL STATEMENT), ALONG WITH ALL REQUIRED ATTACHMENTS MUST BE SUBMITTED AND APPROVED PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION, AS EVIDENCE OF COMPLIANCE WITH AFOREMENTIONED PROVISIONS.



City of Hutto - Erosion, Sedimentation and Tree Protection Notes

Updated August 2018

1. The Contractor to install and maintain erosion/sedimentation controls and tree/natural area protective fencing prior to any site preparation work (clearing, grubbing, grading, or excavation). Contractor to remove erosion/sedimentation controls at the completion of the project and grass restoration.
2. The placement of erosion/sedimentation controls to be in accordance with the approved erosion and sedimentation control plan and water pollution abatement plan. Deviations from the approved plan must be submitted to and approved by the owner's representative.
3. All planting shall be done between May 1st and September 15th except as specifically authorized in writing. If planting is authorized to be done outside the date specified, the seed shall be planted with the addition of winter fescue (Kentucky 31) at a rate of 100 lbs/acre. Grass seed shall be common Bermuda Grass, hulled, minimum 82% pure live seed. All grass seed shall be free from noxious weed, grade "A" recent crop, cleaned and treated with appropriate fungicide at time of mixing. Seed shall be furnished in sealed, standard containers with dealer's guaranteed analysis.
4. All disturbed areas to be restored as noted in the water pollution abatement plan.
5. The planted area to be irrigated or sprinkled in a manner that will not erode the topsoil, but will sufficiently soak the soil to a depth of four inches (4"). The irrigation to occur at 10-day intervals during the first two months to insure germination and establishment of the grass. Rainfall occurrences of one half and inch (1/2") or greater to postpone the water schedule one week.
6. Restoration to be acceptable when the grass has grown at least one and one half inches (1.5") high with 95% coverage, provided no bare spots larger than twenty-five square feet exist.
7. A minimum of four inches (4") of topsoil to be place in all area disturbed by construction.
8. The contractor to hydro mulch or sod (as shown on plans) all exposed cuts and fills upon completion of construction.
9. Erosion and sedimentation controls to be installed or maintained in a manner which does not result in soil buildup within tree drip line.
10. To avoid soil compaction, contractor shall not allow vehicular traffic, parking, or storage of equipment or materials in the tree drip line area.
11. Where a fence is closer than four feet (4') to a tree truck, protect the trunk with strapped-on planking to a height of eight feet (8'), or the limits of lower branching, in addition to the fencing.
12. Trees to be removed in a manner which does not impact trees to be preserved.
13. Any root exposed by the construction activity to be pruned flush with the soil. Backfill root area with good quality topsoil as soon as possible. If exposed root areas are not



backfilled within two days, cover them with organic matter in a manner which reduces soil temperature and minimizes water loss due to evaporation.

14. Contractor to prune vegetation to provide clearance for structure, vehicular traffic, and equipment before damage occurs (ripping of branches, etc.). All finished pruning to be done according to recognized, approved standards of the industry (reference the "National Arborist Association Pruning Standards for Shade Trees").
15. The contractor is to inspect the controls at weekly intervals and after every rainfall exceeding one-quarter inch (1/4") to verify that they have not been significantly disturbed. Any accumulated sediment after a significant rainfall to be removed and placed in the owner designated spoil disposal site. The contractor to conduct periodic inspections of all erosion/sedimentation controls and to make any repairs or modifications necessary to assure continued effective operation of each device.
16. Where there is to be an approved grade change, impermeable paving surface, tree well, or other such site development immediately adjacent to a protected tree, erect the fence approximately two to four feet (2'-4') behind the area in question.
17. No above and/or below ground temporary fuel storage facilities to be stored on the project site.
18. If erosion and sedimentation control systems are existing from prior contracts, owner's representative and the contractor to examine the existing erosion and sedimentation control systems for damage prior to construction. Any damage to preexisting erosion and sedimentation controls noted to be repaired at owner's expense.
19. Intentional release of vehicle or equipment fluids onto the ground is not allowed. Contaminated soil resulting from accidental spill to be removed and disposed of properly.



City of Hutto - Water Notes

Updated March 2019

1. Water systems shall be constructed in accordance with City of Hutto Engineering Manual, standard specifications and standard details.
2. Fire hydrants on mains under construction shall be securely wrapped with a poly wrap bag and taped into place. The poly wrap shall be removed when the mains are accepted and brought into service. All fire lines shall be ductile iron.
3. All water service, wastewater service, and valve locations shall be appropriately marked as follows:
   A. Water Service "W" on top of curb
   B. Valve On top of curb or valve sign as instructed by City Engineer
4. Tools for marking curbs shall be provided by the Contractor. Other appropriate means of marking service and valve locations shall be provided in areas without curbs. Such means of marking shall be specified by the engineer and approved by the City of Hutto.
5. Thrust blocking and restraints shall be in accordance with City of Hutto standard specifications.
6. Hydrostatic pressure and leakage tests shall be performed on all pressure pipelines carrying water.
7. All newly installed pipes and related products must conform to American National Standards Institute must be certified by an organization accredited by ANSI.
8. Pipe material for water mains shall be PVC (AWWA C900/C905, MIN. DR 14), or Ductile Iron (AWWA C151, MIN. CLASS 350). Water services (2" OR SMALLER) shall be polyethylene tubing (BLACK, 200 PSI, DR 9).
9. All ductile iron pipe (D.I.P) shall be wrapped with eight (8) MIL, black virgin polyethylene wrap as specified in ANSI/AWWA C105/A21.5.
10. All D.I.P. shall be lined with virgin polyethylene conforming to ASTM D-1248; 40 MIL thickness (nominal), 35 MILS (minimum). Liner to be Polybond or equal. At any point where D.I.P. cannot be wrapped in polyethylene, coat the exterior with Polybond or approved equal.
11. All PVC pipe (all types and SDR/DR wall thickness to be used) shall have rubber gasket equipped bell and spigot joints conforming to ASTM D-3212. The gasket material shall conform to ASTM F-477. Solvent welded joints will not be approved for this project.
12. All potable waterlines and sanitary sewer facilities must be installed so as to provide a minimum of nine feet of clearance in any direction between them. Where the nine foot separation distance cannot be achieved, follow these special procedures.
    A. If a collection system pipe parallels a public water supply pipe the following requirements apply:
       I. A collection system pipe must be constructed of cast iron, ductile iron, or PVC meeting ASTM specifications with at least 150 pounds per square inch (PSI) pressure rating for both the pipe and joints.



       II. Vertical separation must be at least two feet between the outside diameters of the pipes.
       III. Horizontal separation must be at least four feet between outside diameters of the pipes.
       IV. Collection system pipe must be below water supply pipe.
    B. If a collection system pipe crosses a public water supply pipe, the following requirements apply:
       I. If a collection system is constructed of cast iron, ductile iron, or PVC with a minimum pressure rating of 150 PSI, the following requirements apply:
          a. A minimum distance of six (6) inches between outside diameters of the pipes.
          b. A collection system pipe must be below a public water supply pipe.
          c. Collection system pipe joints must be located as far as possible from an intersection with a public water supply line.
       II. If a collection system crosses over a public water supply pipe, each portion of a collection system pipe within nine feet of a public water supply pipe must be constructed of cast iron, ductile iron, or PVC pipe with a pressure rating of at least 150 PSI using appropriate adapters.
13. The Contractor must obtain a temporary water meter from the City of Hutto Utility Billing Department for all water used during construction.
14. Contractor to schedule water valve closure through City of Hutto: Department of Public Works – Utility Division with advance notice of 7 days. Contractor to contact public works at phone # 512-759-4016 and notify construction inspector. Water valve closure will only be scheduled for Tuesday through Thursday. Contractor to notify all businesses and residents affected by valve closures. Closures must be coordinated to minimize effects on existing customers with considerations given to businesses that require water to maintain operations.
15. Line flushing or any activity using a large quantity of water must be scheduled with the City of Hutto. Contractor will be responsible for tracking the amount of water used during flushing and be required to reimburse the city for water use, if not already metered.
16. The Contractor, at his expense, shall perform sterilization of all potable water lines and shall provide all equipment necessary (including test gages), supplies (including concentrated chlorine disinfection material) and necessary labor required for the sterilization procedure. The sterilization procedure shall be monitored by the Engineer and a City of Hutto Construction Inspector. Water samples will be collected to verify each treated line has attained an initial chlorine concentration of 50 ppm.
17. An independent qualified lab, at the Contractor's expense, shall perform quality testing for all wastewater pipe installed and pressure hydrostatic testing of all water lines constructed. The contractor shall provide all equipment (including pumps and gages), supplies, and labor necessary to perform the tests. A City of Hutto Construction Inspector must be present for all testing.



18. The Contractor shall provide the engineer and the city not less than 24 hours notice prior to performing sterilization, quality testing, or pressure testing.
19. The Contractor shall not open or close any valves unless authorized by the City of Hutto.
20. All valve boxes and covers shall be cast iron per City of Hutto standard details.
21. All manholes shall be concrete with cast iron ring and cover. All manholes located outside of pavement shall have bolted and gasketed covers. Concrete manholes to be coated per standard detail and construction specifications. Tapping of fiberglass manholes shall not be permitted.
22. All fire lines shall be ductile iron pipe (AWWA C-100, Class 200).
23. All fire hydrants shall be silver in color including bonnet and installed per City of Hutto Standard detail.
24. All water piping and fittings shall be virgin stock.
25. All mechanical restraints shall be installed per manufacturer's specifications.
26. Along State Highways, water lines are required on both sides of the roadway. New water lines crossing existing streets shall be placed by boring. A steel casing shall be required under major and minor collector roadways, arterial roadways and State Highway. Open cut excavation will not be allowed to cross existing streets, unless approved by the City Engineer.
27. All new water pipes must have detectable tape per City of Hutto Standard Detail.
28. All automatic flush valves must use a meter to measure water loss.
29. Tracer wire will be tested and must work correctly before City acceptance of infrastructure. Tracer wirer must be encased in pipe.
30. All reduced size taps shall be made using an epoxy coated fabricated steel tapping sleeve with stainless steel bolts, or a stainless steel full circle tapping sleeve with ductile iron flange.



| REV. NO. | REVISION DESCRIPTION | APPROVED BY: | DATE |
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WWW.COBBFENDLEY.COM

GENERAL NOTES

FM 3349 HUTTO 16" WL RELOCATION
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

| | |
|---|---|
| PROJ. NO. | 1903-099-07 |
| DESIGN: | R.NEWTON |
| DRAWN: | R.NEWTON |
| CHECK: | L.PRINCE |
| APPR: | K.VAN HOOSIER |
| DATE: | 7/19/2022 |

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/20/2022

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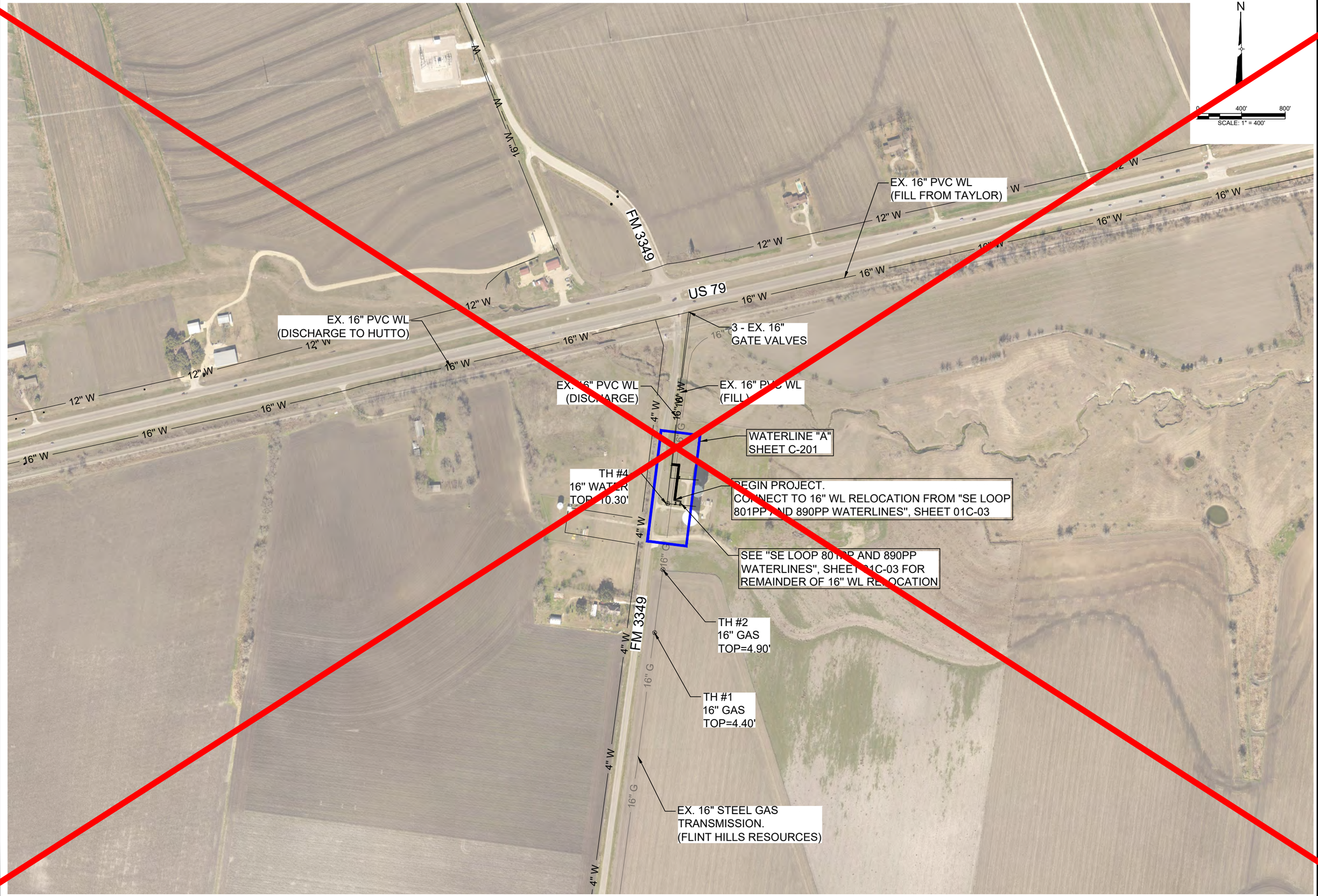
SHEET
C-002
2 of 9

D:\Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\40_fm3349_hutto\DESIGN\C-002-GNOT.dwg – Tab: GNOT-01 – Plotted: 7/19/2022 4:40 PM By: KRISTEN VAN HOOSIER

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KEYMAP

FM 3349 HUTTO 16" WL RELOCATION
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

| | |
|---|---|
| PROJ. NO. | 1903-099-07 |
| DESIGN: | R.NEWTON |
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STATE OF TEXAS
KRISTEN VAN HOOSIER
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7/20/2022

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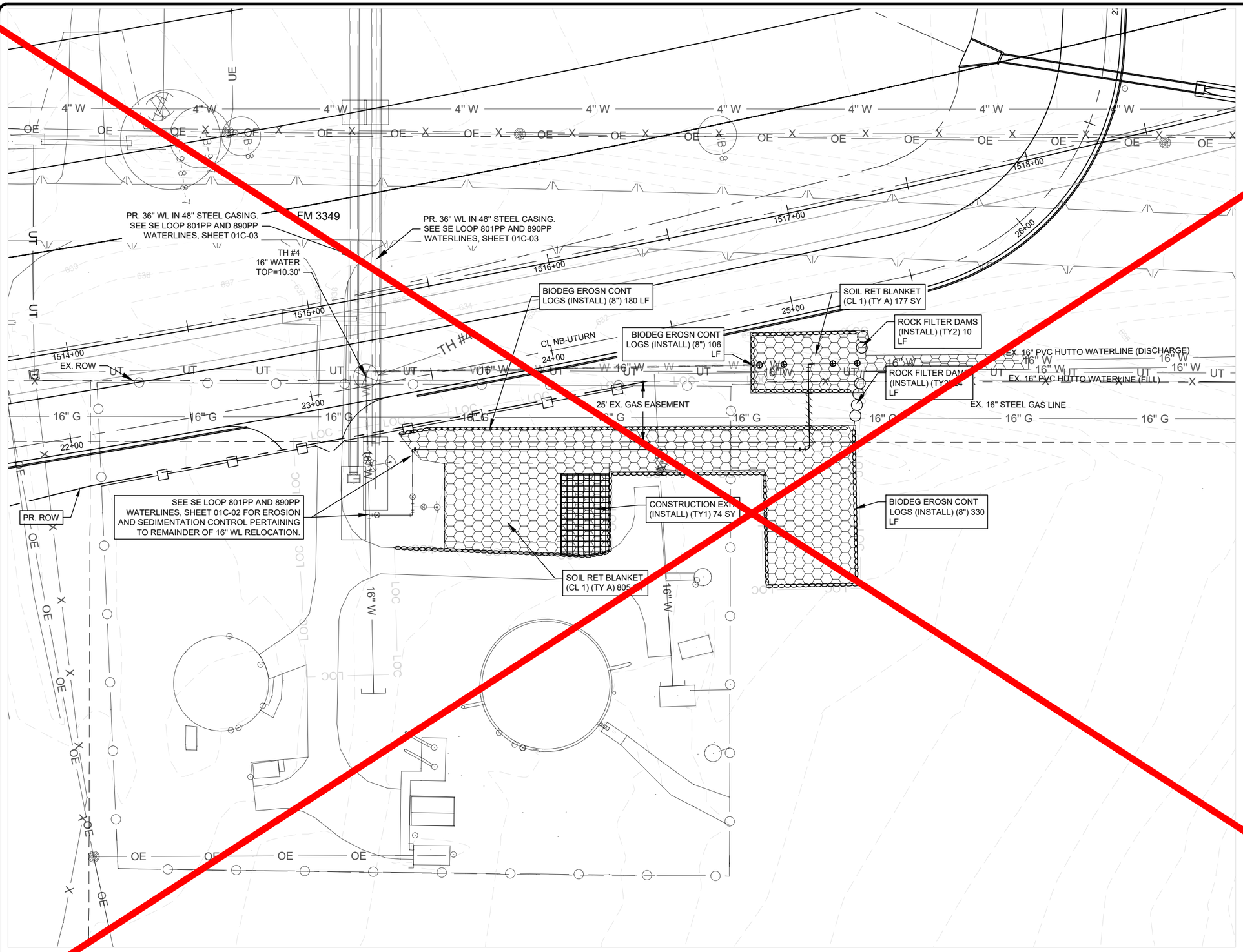
SHEET
C-100
3 of 9

Date Plotted: 7/19/2022 4:41 PM By: KRISTEN VAN HOOSIER
Info: g:\CFA\2014\0308801__williamson__county_2013__road_bond\MUN\40_fm3349_hutto\DESIGN\C-100-KEYMAP.dwg -- Tab: KEYMAP-01 -- Plotted: 7/19/2022 4:41 PM By: KRISTEN VAN HOOSIER




0 20' 40'
SCALE: 1" = 40'

## LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- EX. 16" WATER
- PR. WATER
- ABANDONED WATER
- EX. GAS LINE
- EX. U.G. TELECOM
- EX. CHAIN LINK FENCE
- EX. WIRE FENCE
- FUTR. CHAIN LINK FENCE
- PR. WATER VALVE
- BIODEG ERSON CONT LOGS
- ROCK FILTER DAMS
- SOIL RET BLANKET

NOTE: TEMPORARY AND PERMANENT DRIVEWAY, PAVEMENT, AND GRAVEL REPAIRS TO BE SUBSIDIARY TO COST OF WATERLINE INSTALLATION AND RESTRAINT.

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. EXISTING 16" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW 16" MAIN IS CONSTRUCTED, TESTED, APPROVED AND THE NEW MAIN IS PLACED IN SERVICE.
3. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
4. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
5. EXISTING FENCE AND GATE IN THE PATH OF THE PROPOSED WATERLINE SHALL BE REMOVED AND REPLACED TO EQUAL OR BETTER CONDITION. SUBSIDIARY TO THE COST OF PIPE, NO SEPARATE PAY ITEM.
6. DRIVEWAYS DAMAGED DURING WATER LINE INSTALLATION SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. SUBSIDIARY TO THE COST OF PIPE, NO SEPARATE PAY ITEM.
7. DO NOT EXCEED 80% OF MANUFACTURE'S MAXIMUM PIPE JOINT DEFLECTION. ALL BELOW GRADE 4" DIA. PIPE AND LARGER SHALL BE DUCTILE IRON PIPE, 250 PSI PRESSURE CLASS (MIN), SHALL HAVE RESTRAINED JOINTS, AND 3 FT COVER (MIN).
8. CONTRACTOR SHALL MAINTAIN ACCESS TO PUMPING STATION AND IT'S EQUIPMENT THROUGHOUT THE ENTIRETY OF THE PROJECT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SITE SECURITY AT ALL TIMES, VIA PERMANENT OR TEMPORARY FENCING, DURING THE ENTIRETY OF CONSTRUCTION ACTIVITIES, PER DEPARTMENT OF HOMELAND SECURITY REQUIREMENTS.
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12. CONTRACTOR SHALL PROVIDE TEMPORARY BLOW-OFFS FOR SANITIZING AND TESTING PROPOSED WATERLINE BEFORE BEING PUT INTO OPERATION.

EXISTING GRADE
FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

| REV. NO. | REVISION DESCRIPTION | APPROVED BY: | DATE |
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EROSION AND SEDIMENTATION CONTROL PLAN

FM 3349 HUTTO 16" WL RELOCATION
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

| | |
|---|---|
| PROJ. NO. | 1903-099-07 |
| DESIGN: | R.NEWTON |
| DRAWN: | R.NEWTON |
| CHECK: | L.PRINCE |
| APPR: | K.VAN HOOSIER |
| DATE: | 7/19/2022 |

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/20/2022

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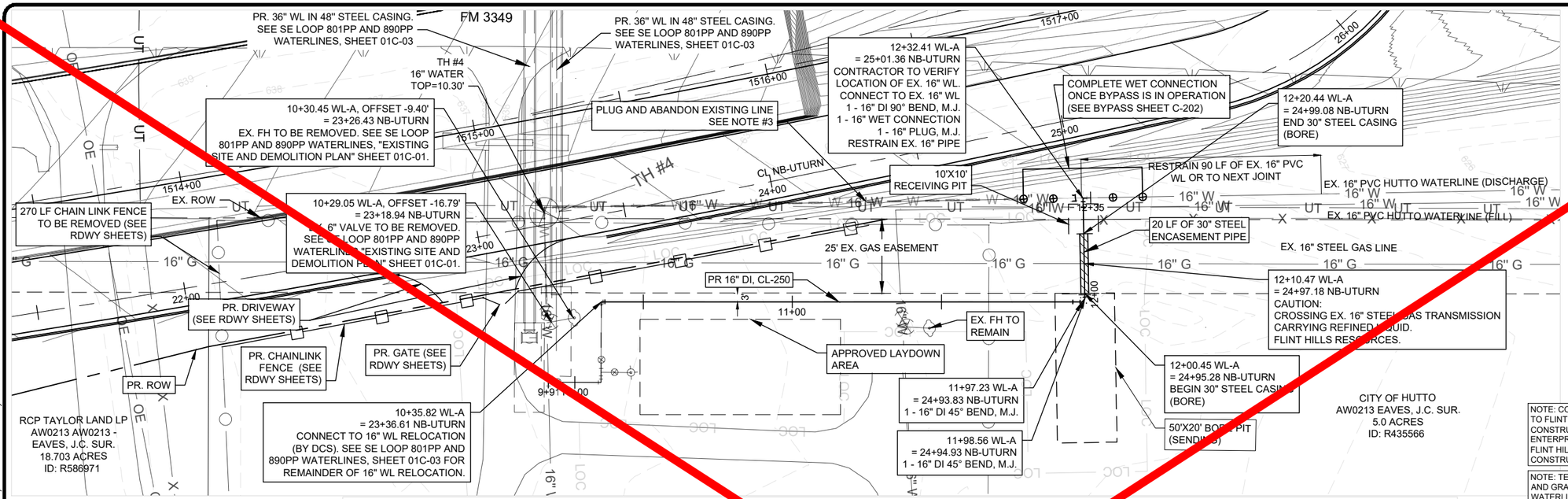
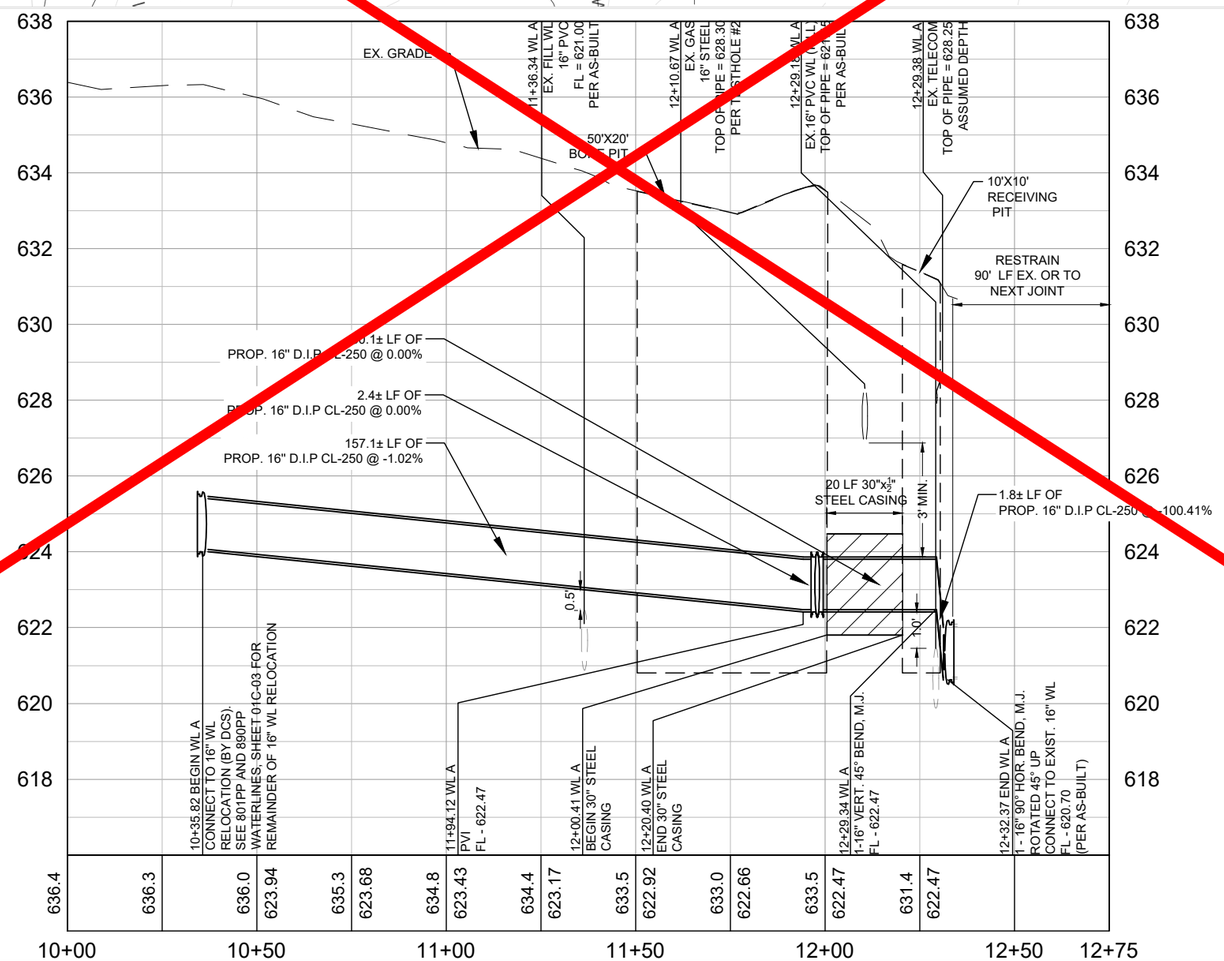
SHEET
C-101
4 of 9

Date: 7/19/2022 4:42 PM By: KRISTEN VAN HOOSIER
Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\40_fm3349_hutto\DESIGN\C-101-E&S.dwg - Tab: WL "A" - Plotted:




EXISTING GRADE 607.7
FLOW LINE OF PIPE 602.79

**PROFILE SCALE**
1"=40' HORIZ.
1"=4' VERT.

NOTE: CONTRACTOR TO PROVIDE A 48-HOUR MINIMUM NOTICE TO FLINT HILLS RESOURCES REPRESENTATIVE PRIOR TO ANY CONSTRUCTION ACTIVITIES TAKING PLACE WITHIN 15' OF THE ENTERPRISE GAS LINES. CONTRACTOR TO COORDINATE WITH FLINT HILLS RESOURCES FIELD REPRESENTATIVE DURING CONSTRUCTION OF WATERLINE.

NOTE: TEMPORARY AND PERMANENT DRIVEWAY, PAVEMENT, AND GRAVEL REPAIRS TO BE SUBSIDIARY TO COST OF WATERLINE INSTALLATION AND RESTRAINT.

NOTE: ALL STEEL AND IRON MATERIALS MUST COMPLY WITH 23 CFR 635.410 PROVISIONS OF BUY AMERICA. FORM 1818 (MATERIAL STATEMENT), ALONG WITH ALL REQUIRED ATTACHMENTS MUST BE SUBMITTED AND APPROVED PRIOR TO THE COMMENCEMENT OF ANY INSTALLATION, AS EVIDENCE OF COMPLIANCE WITH AFOREMENTIONED PROVISIONS

GENERAL NOTES:

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REV. NO. | REVISION DESCRIPTION | APPROVED BY: | DATE

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WATERLINE "A" - STA. 9+75 TO 12+50 PLAN & PROFILE
FM 3349 HUTTO 16" WL RELOCATION
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1903-099-07
DESIGN: R.NEWTON
DRAWN: R.NEWTON
CHECK: L.PRINCE
APPR: K.VAN HOOSIER
DATE: 7/19/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/20/2022

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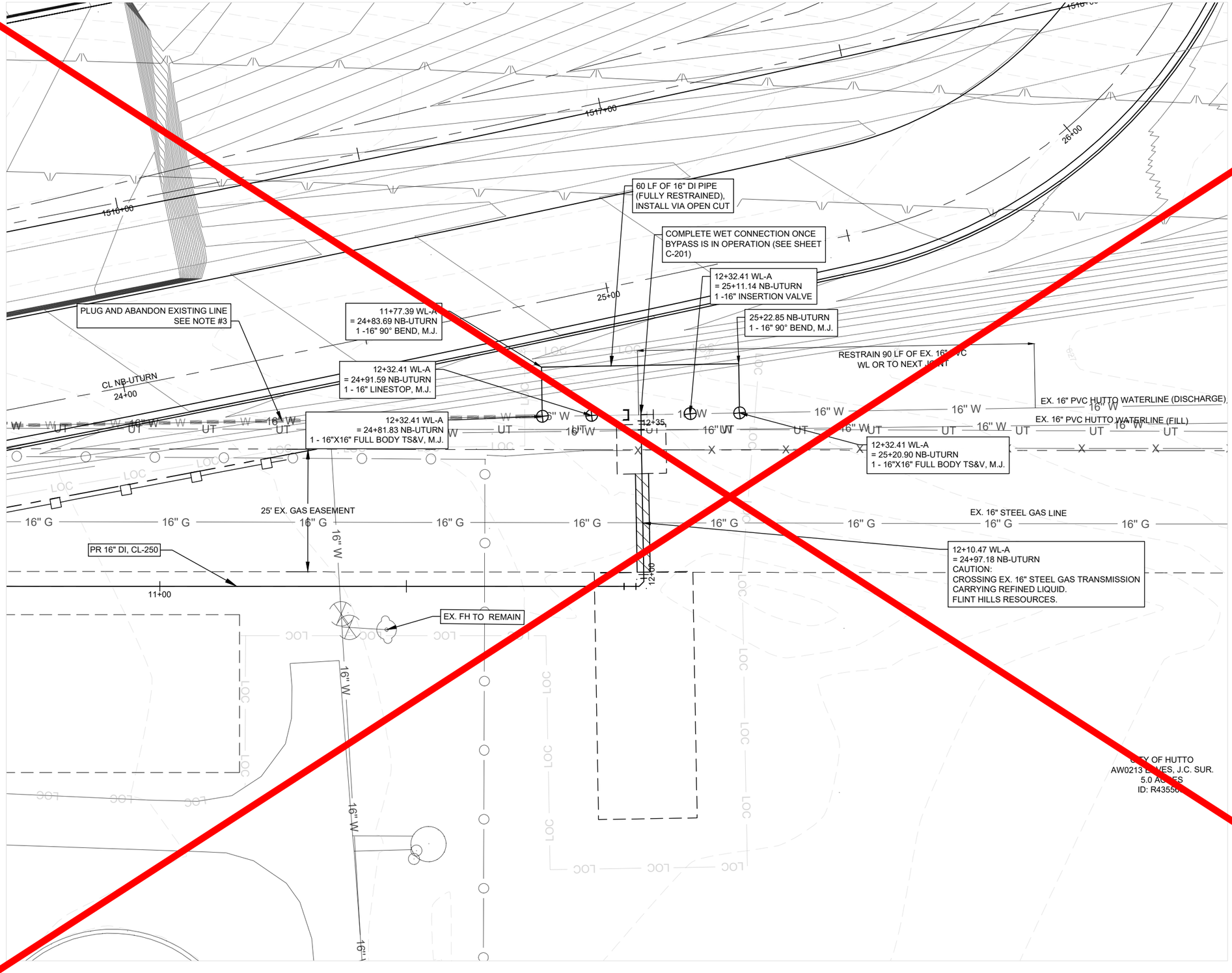
SHEET
C-201
5 of 9

Date/Time: 7/19/2022 4:42 PM By: KRISTEN VAN HOOSIER
Info: g:\CFA\2014\0308801__williamson__county_2013__road_bond\MUN\40_fm3349_hutto\DESIGN\C-201-WATR-pnp.dwg - Tab: WL "A" - Plotted:




SCALE: 1" = 20'

## LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- 16" W — EX. 16" WATER
- PR. WATER
- ABANDONED WATER
- 16" G — EX. GAS LINE
- UT — EX. U.G. TELECOM
- EX. CHAIN LINK FENCE
- X — EX. WIRE FENCE
- FUTR. CHAIN LINK FENCE
- PR. WATER VALVE

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FLOW LINE OF PIPE
607.7
602.79

PROFILE SCALE
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1"=4' VERT.

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# WATERLINE "A" - TEMPORARY BYPASS PLAN

FM 3349 HUTTO 16" WL RELOCATION
TAYLOR, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1903-099-07
DESIGN: R.NEWTON
DRAWN: R.NEWTON
CHECK: L.PRINCE
APPR: K.VAN HOOSIER
DATE: 7/19/2022

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
7/20/2022

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SHEET
C-202
6 of 9

Date/Time: 7/19/2022 4:42 PM By: KRISTEN VAN HOOSIER
Plotted: 7/19/2022 4:42 PM By: KRISTEN VAN HOOSIER
Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\40_fm3349_hutto\DESIGN\C-201-WATR-pnp.dwg - Tab: WL "A" (2) - Plotted: 7/19/2022 4:42 PM By: KRISTEN VAN HOOSIER

**Commissioners Court - Regular Session** **47.**

**Meeting Date:** 08/08/2023

Bagdad Rd. @ CR 279 Purchase Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Daniel E. Jones and Donald E. Jones individually and as Independent Administrator of the Estate of Beverly R. Jones (deceased) for 0.434 acres needed as right of way on the Bagdad Road @ CR 279 project (Parcel 17). Funding Source: Road Bonds P343

### Background

## Fiscal Impact

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

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:43 AM |
| Form Started By: Charlie Crossfield | | Started On: 08/02/2023 03:06 PM |
| Final Approval Date: 08/03/2023 | | |

**REAL ESTATE CONTRACT**
CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DANIEL E. JONES & DONALD E. JONES AKA DONALD EDWIN JONES, INDIVIDUALLY AND AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF BEVERLY R. JONES AKA BEVERLY RUTH JONES, DECEASED** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.434 acres (18,924 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 17**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE AND ADDITIONAL COMPENSATION

### Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of SIXTY-FIVE THOUSAND and 00/100 Dollars ($65,000.00).

### Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before September 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Special Warranty Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable"; and

(d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the

terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

**(a) PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE, COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS,**

**ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;**

**(b) PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER'S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.**

**(c) PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND**

**(d) THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.**

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 31, 2023, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation, and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

Donald E. Jones aka Donald Edin Jones,
Individually

Date: 7/27/23

**SELLER:**

Donald E. Jones aka Donald Edwin Jones, as Independent Administrator of the Estate of Beverly R. Jones aka Beverly Ruth Jones, Deceased

Date: 7/27/23

**SELLER:**

Daniel E. Jones
Date: 7/27/23

**PURCHASER:**
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

**EXHIBIT** A

## PROPERTY DESCRIPTION

DESCRIPTION OF A 0.434 ACRE (18,924 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 5.701 ACRE TRACT OF LAND, BEING LOT 2, BRINSON SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET DD, SLIDE 240-241 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CITED IN WARRANTY DEED WITH VENDOR'S LIEN TO BEVERLY R. JONES (NOW DECEASED), DANIEL E. JONES & DONALD E. JONES RECORDED IN DOCUMENT NO. 2007063635 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.434 ACRE (18,924 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 118.60 feet left of Bagdad Road Baseline Station 270+95.74 (Grid Coordinates determined as N=10,206,237.71 E=3,059,728.49), in the southerly boundary line of said Lot 2, same being the easterly boundary line of that called 126.90 acre tract (Tract 1) cited in General Warranty Deed to JBS Holdings, LP recorded in Document No. 2002103000 of the Official Public Records of Williamson County, Texas, and described in Document No. 1999061485 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said Lot 2, same being an ell corner in said easterly boundary line of the 126.90 acre tract bears S 66°59'08" W, at a distance of 402.68 feet;

1) **THENCE**, departing said 126.90 acre tract, with said proposed westerly ROW line, through the interior of said Lot 2, along a non-tangent curve to the left having a delta angle of **05°56'40"**, a radius of **2,230.00** feet, an arc length of **231.37** feet and a chord which bears **N 04°27'15" W,** for a distance of **231.26** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.69 feet left of Bagdad Road Baseline Station 273+39.79, in the easterly boundary line of said Lot 2, same being the southerly boundary line of Lot 1, said Brinson Subdivision, also being an angle point in said proposed westerly ROW line, for the northwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said Lot 1, same being an ell corner in the easterly line of said Lot 2 bears S 73°05'59" W, at a distance of 128.25 feet;

2) **THENCE**, continuing partially with said proposed westerly ROW line, being with the common boundary line of said Lot 2 and said Lot 1, **N 73°05'59" E,** at a distance of 25.15 feet, pass an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 86.75 feet left of Bagdad Road Baseline Station 273+43.24, departing said proposed westerly ROW line, continuing for a total distance of **73.18** feet to a calculated point in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (ROW width varies), same being the westerly line of an additional ROW dedicated per said Brinson Subdivision, being the southeast corner of said Lot 1, the northeasterly corner of said Lot 2 and for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod with plastic cap (unknown) found, in the easterly line of said ROW dedication tract, bears N 73°05'59" E, at a distance of 5.98 feet;

3) **THENCE**, departing said Lot 1, with the westerly line of said ROW dedication tract, being said existing westerly ROW line, same being the easterly boundary line of said Lot 2, **S 11°59'55" E,** for a distance of **215.41** feet to a calculated point in said easterly boundary line of the 126.90 acre tract, being the southwesterly corner of said ROW dedicated tract, for the southeasterly corner of said Lot 2 and of the herein described parcel, and from which, a 5/8" iron rod found, being the southeasterly corner of said ROW dedication tract and an ell corner in said existing westerly ROW line, same being an ell corner said easterly boundary line of said 126.90 acre tract, bears N 66°59'08" E, at a distance of 10.56 feet;

4) **THENCE**, with the southerly boundary line of said Lot 2, same being said easterly boundary line of the 126.90 acre tract, **S 66°59'08" W,** for a distance of **105.21** feet, to the **POINT OF BEGINNING**, containing 0.434 acres (18,924 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.

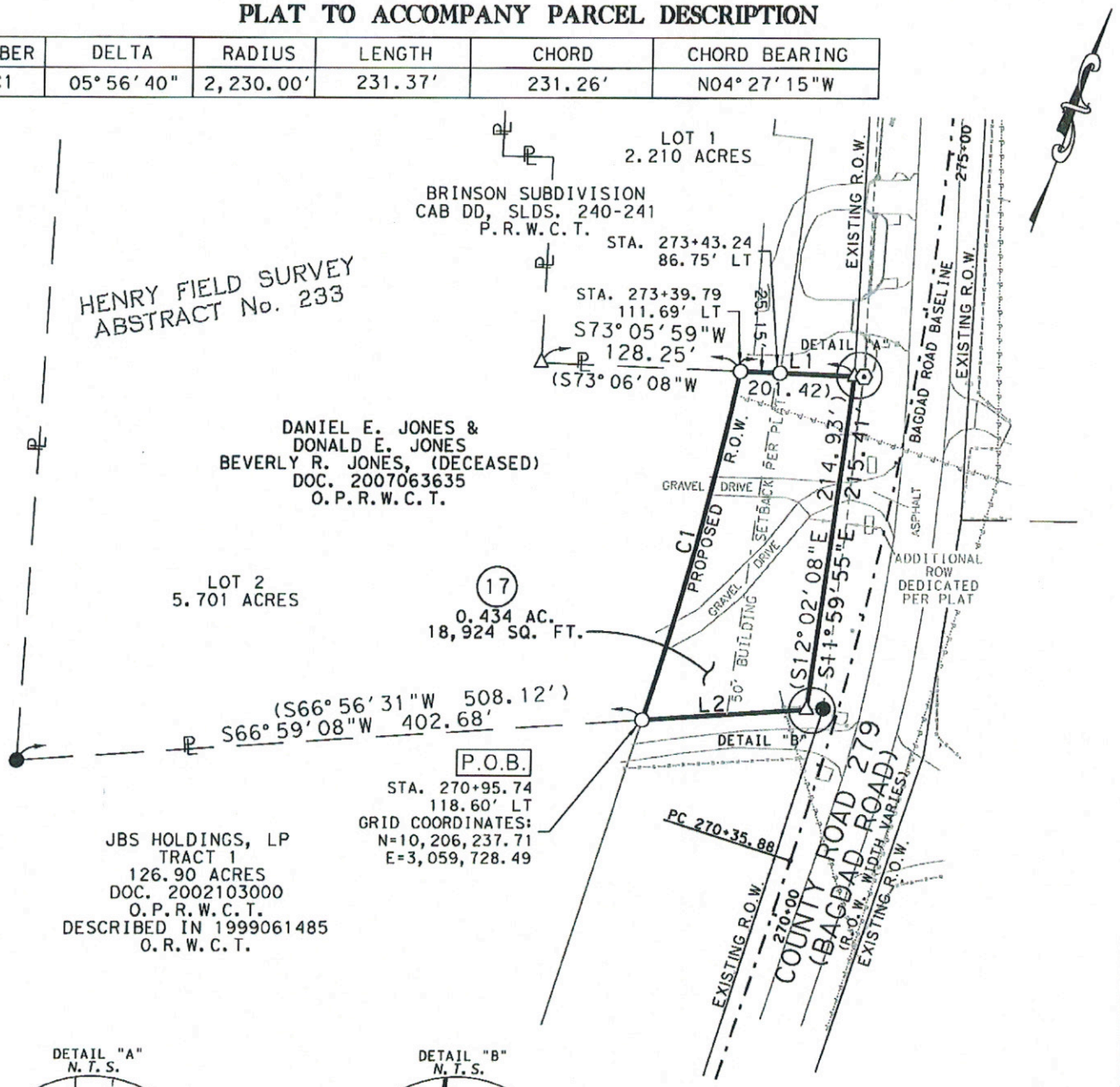
M. Stephen Truesdale 29 SEP 2022

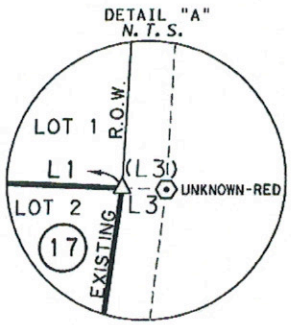
M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

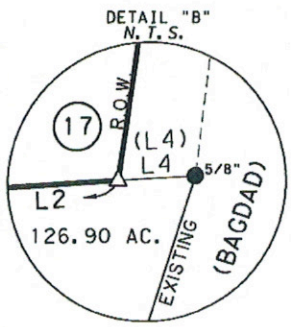
EXHIBIT " "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 05°56'40" | 2,230.00' | 231.37' | 231.26' | N04°27'15"W |




| NO. | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N73°05'59"E | 73.18' |
| L2 | S66°59'08"W | 105.21' |
| L3 | N73°05'59"E | 5.98' |
| (L3) | (N73°06'08"E) | (5.98') |
| L4 | N66°59'08"E | 10.56' |
| (L4) | (S66°56'31"W) | (10.56') |

09/27/2022


INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF
**DANIEL E. JONES &
DONALD E. JONES
BEVERLY R. JONES, (DECEASED)**

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | BAGDAD ROAD | WILLIAMSON |

PARCEL 17
0.434 ACRES
18,924 Sq. Ft.



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 17-LOT 2-JONES\PARCEL 17-JONES.dgn

EXHIBIT " "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

| | |
|---|---|
| ⊛ | FENCE POST FOUND |
| ● | ½" IRON ROD FOUND UNLESS NOTED |
| ⊙ | ½" IRON ROD FOUND W/PLASTIC CAP |
| ◉ | ½" IRON PIPE FOUND UNLESS NOTED |
| ▲ | 80/D NAIL FOUND |
| △ | CALCULATED POINT |
| ○ | ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE) |
| ℄ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| —/— | LINE BREAK |
| ℤ | DENOTES COMMON OWNERSHIP |
| P.O.B. | POINT OF BEGINNING |
| N.T.S. | NOT TO SCALE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165828, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET DD, SLIDES 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; VOLUME 601, PAGE 566, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. A 50 FOOT BUILDING SETBACK LINE RESERVED ALONG COUNTY ROAD 279, AS SHOWN ON PLAT OF RECORD IN CABINET DD, SLIDE 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS AS SHOWN.

4. STATEMENT OF OWNERSHIP AND LOCATION OF RECORD IN DOCUMENT NO. 2007067860 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 29 SEP 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

09/27/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
DANIEL E. JONES &
DONALD E. JONES
BEVERLY R. JONES, (DECEASED)

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | BAGDAD ROAD | WILLIAMSON |

PARCEL 17
0.434 ACRES
18,924 Sq. Ft.



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 17-LOT 2-JONES\PARCEL 17-JONES.dgn

Exhibit "B"

Parcel 17

**SPECIAL WARRANTY DEED**
County Road 279 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **DANIEL E. JONES & DONALD E. JONES AKA DONALD EDWIN JONES, INDIVIDUALLY AND AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF BEVERLY R. JONES AKA BEVERLY RUTH JONES, DECEASED** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.434 acres (18,924 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2023.

*[signature page follows]*

**GRANTOR:**

**DANIEL E. JONES**

_____
Daniel E. Jones, Individually

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____ in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**GRANTOR:**

**DONALD E. JONES AKA DONALD EDWIN JONES**

_____

Donald E. Jones aka Donald Edwin Jones, Individually

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____ in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

**GRANTOR:**

**DONALD EDWIN JONES AKA DONALD EDWIN JONES**

_____

Donald E. Jones aka Donald Edwin Jones, as Independent Administrator of the Estate of Beverly R. Jones aka Beverly Ruth Jones, Deceased

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____ in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 08/08/2023

Hero Way Purchase Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Frederick A. Jay for 2.185 acres needed as right of way for the Hero Way project (Parcel 303). Funding Source: Road Bonds P326

**Background**

## Fiscal Impact

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

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:43 AM |
| Form Started By: Charlie Crossfield | | Started On: 08/02/2023 03:09 PM |
| Final Approval Date: 08/03/2023 | | |

# REAL ESTATE CONTRACT
Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FREDERICK A. JAY** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract One:
Being a 1.631-acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein ("Tract One") **(Parcel 303)**; and

Tract Two:
Being a 0.554-acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein ("Tract Two" and together with Tract One referred to as the "Property") (**Parcel 303R**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits A-1 and A-2 not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for Tract One, any improvements on Tract One, and any damage or cost to cure the remaining property of Seller shall be the sum of ONE MILLION SEVEN HUNDRED FORTY-TWO THOUSAND NINE HUNDRED FIFTY-FOUR and 00/100 Dollars ($1,742,954.00).

2.02. Partial Donation. In addition to the Purchase Price paid for Tract One, Seller agrees to convey Tract Two to Purchaser as a partial donation, valued for purposes of this Contract at the amount of TWO HUNDRED TWENTY-EIGHT THOUSAND FOUR HUNDRED SIXTY-SIX and 00/100 Dollars ($228,466.00). Seller may receive any proper tax benefit to which it is entitled from through this partial donation, and Purchaser shall provide any reasonable assistance requested by Seller to complete any additional documentation for same.

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

(3) Tract One of the Property herein is being conveyed to Purchaser under threat of condemnation, whereas Tract Two of the Property is being voluntarily acquired.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before August 30, 2023, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits A-1 and A-2, and deliver to Purchaser a duly executed and Assignment of Lease document to Williamson County, Texas conveying such interest to all of the Property described in Exhibits A-1 and A-2, both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein. The Assignment of Lease shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 30, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

Frederick A. Jay

Address: 418 Cool Pines Drive
Pagosa Springs, CO 81147

Date: Jul 28, 2023

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

**EXHIBIT** A-1

**County:** Williamson
**Parcel:** 303
**Highway:** FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 303

METES & BOUNDS DESCRIPTION FOR A 1.631 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 3.74 ACRE TRACT OF LAND AS CONVEYED TO FREDERICK A. JAY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002087971 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.631 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 1/2-inch iron rod with an illegible cap found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2005010093, 2005013409, 2005101481, 2022136249 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Jay remainder tract, at the northwest corner of a called 1.063 acre tract of land described as Parcel 304 as dedicated in said Document Number 2022136249 of the Official Public Records of Williamson County, Texas, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 5.532 acre tract of land described as Parcel 34 as dedicated in said Document Number 2005010093 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Jay remainder tract, along a curve to the left, an arc distance of 205.31 feet, having a radius of 2,884.79 feet, a central angle of 04°04'40" and a chord which bears N 33°57'20" W a distance of 205.26 feet to a 1/2-inch iron rod with an illegible cap found at the intersection with the south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322, 2009071325 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the northwest corner of said Jay remainder tract, at the southwest corner of a called 1.139 acre tract of land described as Parcel 302 as dedicated in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, at the most easterly common corner of said Parcel 33 and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract;

THENCE, with the north line of said Jay remainder tract and the south right-of-way line of said Hero Way, N 68°58'05" E a distance of 481.88 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,265.00, E: 3,082,046.37) set at the southeast corner of said Parcel 302, at the southeast corner of a called 0.003 acre tract of land described as Parcel 302R as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, and at the beginning of a non-tangent curve to the left, for the northeast corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 5/8-inch iron rod found on the west right-of-way line of County Road 269 (width varies) (no deed of record found), at the northeast corner of said Jay remainder tract, and at the southeast corner of said Parcel 302R, bears N 68°58'05" E a distance of 19.32 feet;

THENCE, departing the south right-of-way line of said Hero Way, over and across said Jay remainder tract, along said curve to the left, an arc distance of 274.91 feet, having a radius of 991.00 feet, a central angle of 15°53'38" and a chord which bears S 22°07'18" W a distance of 274.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, at the northeast corner of said Parcel 304, and at the northwest corner of the remainder of a called 5.221 acre tract of land as conveyed to GP Liberty Hill LLC by General Warranty Deed recorded in Document Number 2016086336 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 566.61 feet right of FM 2243 baseline station 103+82.37, from which a 5/8-inch iron rod found on the west right-of-way line of said County Road 269, at the southeast corner of said Jay remainder tract, and at the northeast corner of said GP Liberty Hill Tract, bears N 68°55'55" E a distance of 204.88 feet;

THENCE, with the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, S 68°55'55" W a distance of 248.55 feet to the **POINT OF BEGINNING** and containing 1.631 acres (71,042 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.

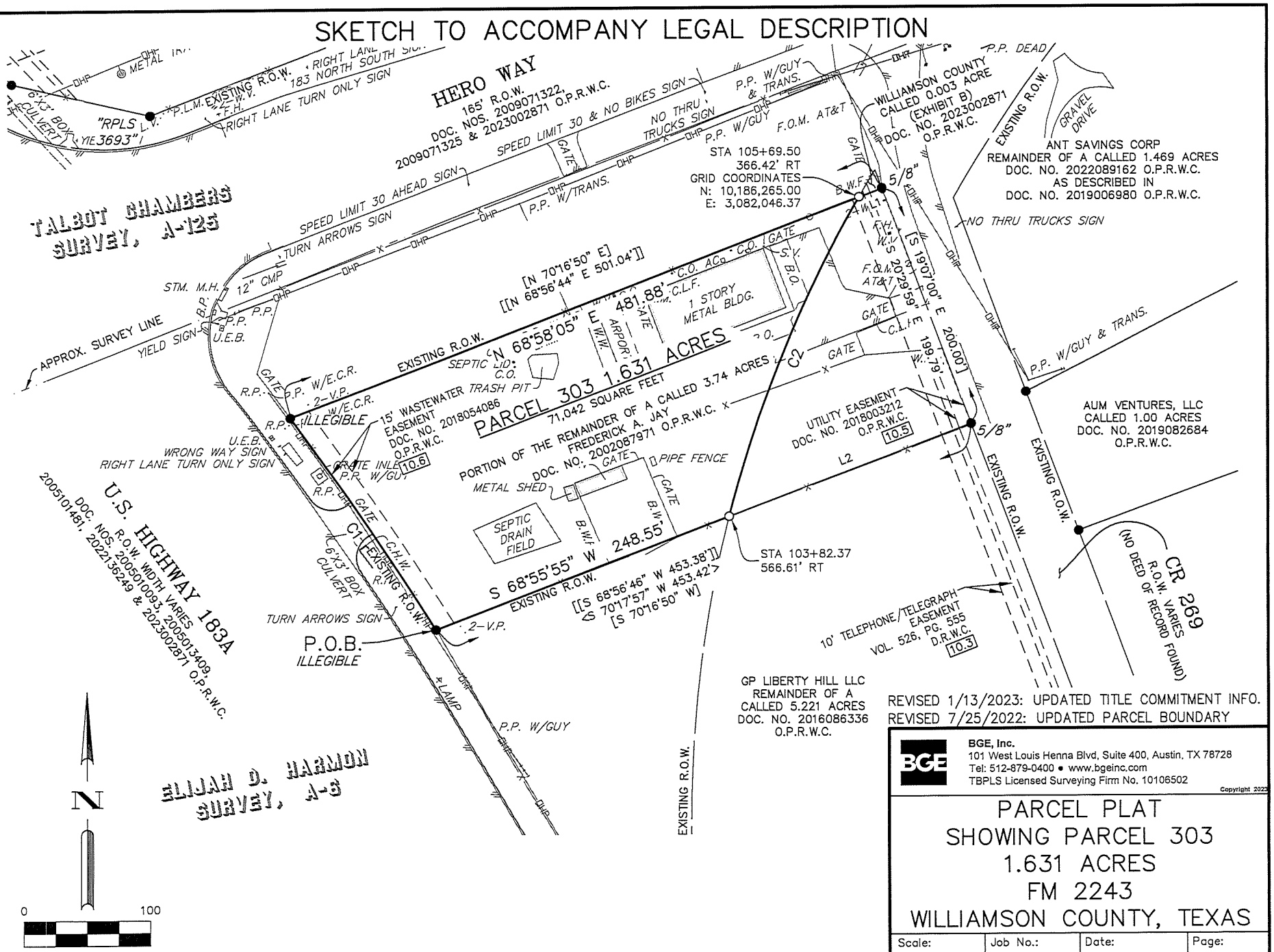
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

1/13/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

| | |
|---|---|
| Client: | Williamson County |
| Date: | June 3, 2022 |
| Revised: | January 13, 2023 |
| Project Number: | 7473-00 |

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION




REVISED 1/13/2023: UPDATED TITLE COMMITMENT INFO.
REVISED 7/25/2022: UPDATED PARCEL BOUNDARY


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 303
## 1.631 ACRES
## FM 2243
## WILLIAMSON COUNTY, TEXAS

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 7473-00 | 06/03/2022 | 3 of 5 |

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P303_EX1.dwg, 1/25/2021 1:54 PM, Damian Fisher

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P303_EX1.dwg, 1/25/2021 1:54 PM, Damian Fisher

## LEGEND

| | |
|---|---|
| B. | BOLLARD |
| BLDG. | BUILDING |
| B.O. | BUILDING OVERHANG |
| B.P. | BRICK PAVERS |
| B.W.F. | BARBED WIRE FENCE |
| C.H.W. | CONCRETE HEADWALL |
| C.L.F. | CHAIN LINK FENCE |
| CMP | CORRUGATED METAL PIPE |
| C.O. | CLEAN OUT |
| DOC. | DOCUMENT |
| D.R.W.C. | DEED RECORDS OF WILLIAMSON COUNTY |
| E.C.R. | ELECTRIC CONDUIT RISER |
| E.M. | ELECTRIC METER |
| F.H. | FIRE HYDRANT |
| F.O.M. | FIBER OPTIC MARKER |
| G.P. | GATE POST |
| M.H. | MANHOLE |
| NO. | NUMBER |
| NOS. | NUMBERS |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY |
| PG. | PAGE |
| P.L.M. | PIPELINE MARKER |
| P.L.V. | PIPELINE VENT |
| P.O.B. | POINT OF BEGINNING |
| P.P. | POWER POLE |
| RCP | REINFORCED CONCRETE PIPE |
| R.P. | REFLECTOR POST |
| R.O.W. | RIGHT-OF-WAY |
| STM. | STORM |
| S.V. | SPRINKLER VALVE |
| TRANS. | TRANSFORMER |
| U.E.B. | UNDERGROUND ELECTRIC BOX |
| VOL. | VOLUME |
| V.P. | VERTICAL PIPE |
| W.M. | WATER METER |
| W.V. | WATER VALVE |
| W.W. | WATER WELL |
| ( ) | RECORD INFO FOR DOC. NO. 2005010093 O.P.R.W.C. |
| [ ] | RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C. |
| (( )) | RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C. |
| [[ ]] | RECORD INFO FOR DOC. NO. 2005013409 O.P.R.W.C. |
| < > | RECORD INFO FOR DOC. NO. 2016086336 |
| ● | FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED) |
| ○ | SET 1/2" IRON ROD W/CAP "WILCO ROW 5777" |
| △ | CALCULATED POINT |
| ——x—— | WIRE FENCE |
| ——OHT—— | OVERHEAD TELEPHONE |
| ——OHP—— | OVERHEAD POWER |
| ——//—— | EDGE OF ASPHALT |

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | N 68°58'05" E | 19.32' |
| L2 | N 68°55'55" E | 204.88' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| C1 | 205.31' | 2,884.79' | 4°04'40" | N 33°57'20" W | 205.26' |
| C2 | 274.91' | 991.00' | 15°53'38" | S 22°07'18" W | 274.02' |

| RECORD CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| [[C1]] | [[205.05']] | [[2,884.79']] | [[4°04'21"]] | [[N 33°56'21" W]] | [[205.01']] |

REVISED 1/13/2023: UPDATED TITLE COMMITMENT INFO.
REVISED 7/25/2022: UPDATED PARCEL BOUNDARY

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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 303
# 1.631 ACRES
# FM 2243
# WILLIAMSON COUNTY, TEXAS

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 7473-00 | 06/03/2022 | 4 of 5 |

## RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 921, PAGE 806, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.3 TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018003212, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018054086, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO U.S. HWY 183A, AS SET FORTH IN DOCUMENT NO. 2005013409, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

## GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158408, DATED EFFECTIVE SEPTEMBER 23, 2022 AND ISSUED ON OCTOBER 3, 2022.

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.

1/1/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 1/13/2023: UPDATED TITLE COMMITMENT INFO.
REVISED 7/25/2022: UPDATED PARCEL BOUNDARY

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 2023

# PARCEL PLAT
# SHOWING PARCEL 303
# 1.631 ACRES
# FM 2243
# WILLIAMSON COUNTY, TEXAS

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 7473-00 | 06/03/2022 | 5 of 5 |

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P303_EX1.dwg, 1/25/2021 1:54 PM, Damian Fisher

# EXHIBIT A-2

**County:** Williamson
**Parcel:** 303R
**Highway:** FM 2243

## METES & BOUNDS DESCRIPTION FOR PARCEL 303R

METES & BOUNDS DESCRIPTION FOR A 0.554 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 3.74 ACRE TRACT OF LAND AS CONVEYED TO FREDERICK A. JAY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002087971 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.554 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 with an illegible cap found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2005010093, 2005013409, 2005101481, 2022136249 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Jay remainder tract, at the northwest corner of a called 1.063 acre tract of land described as Parcel 304 as dedicated in said Document Number 2022136249 of the Official Public Records of Williamson County, Texas, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 5.532 acre tract of land described as Parcel 34 as dedicated in said Document Number 2005010093 of the Official Public Records of Williamson County, Texas; Thence, with the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, N 68°55'55" E a distance of 248.55 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,011.17, E: 3,081,943.19) set at the northeast corner of said Parcel 304, at the northwest corner of the remainder of a called 5.221 acre tract of land as conveyed to GP Liberty Hill LLC by General Warranty Deed recorded in Document Number 2016086336 of the Official Public Records of Williamson County, Texas, and at the beginning of a non-tangent curve to the right, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 566.61 feet right of FM 2243 baseline station 103+82.37;

THENCE, over and across said Jay remainder tract, along said curve to the right, an arc distance of 274.91 feet, having a radius of 991.00 feet, a central angle of 15°53'38" and a chord which bears N 22°07'18" E a distance of 274.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north line of said Jay remainder tract and the south right-of-way of south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322, 2009071325 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southeast corner of a called 1.139 acre tract of land described as Parcel 302 as dedicated in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, and at the southwest corner of a called 0.003 acre tract of land described as Parcel 302R as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 1/2-inch iron rod with an illegible cap found at the intersection of the northeast right-of-way line of said U.S. Highway 183A and the south right-of-way line of said Hero Way, at the southwest corner of said Parcel 302, at the most easterly common corner of said Parcel 33 and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, and at the northwest corner of said Jay remainder tract bears S 68°58'05" W a distance of 481.88 feet;

THENCE, with the north line of said Jay remainder tract and the south line of said Williamson County Parcel 302R, N 68°58'05" E a distance of 19.32 feet to a 5/8-inch iron rod found on west right-of-way line of County Road 269 (width varies) (no deed of record found), at the northeast corner of said Jay remainder tract, and at the southeast corner of said Williamson County Parcel 302R, for the northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said County Road 269 and the east line of said Jay remainder tract, S 20°29'59" E a distance of 199.79 feet to a 5/8-inch iron rod found at the southeast corner of said Jay remainder tract, and at the northeast corner of said GP Liberty Hill Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the west right-of-way line of said County Road 269, at the southeast corner of said GP Liberty Hill Tract, bears S 20°29'59" E a distance of 563.30 feet;

THENCE, departing the west right-of-way line of said County Road 269, with the south line of said Jay remainder tract and the north line of said GP Liberty Hill Tract, S 68°55'55" W a distance of 204.88 feet to the **POINT OF BEGINNING** and containing 0.554 acre (24,136 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.

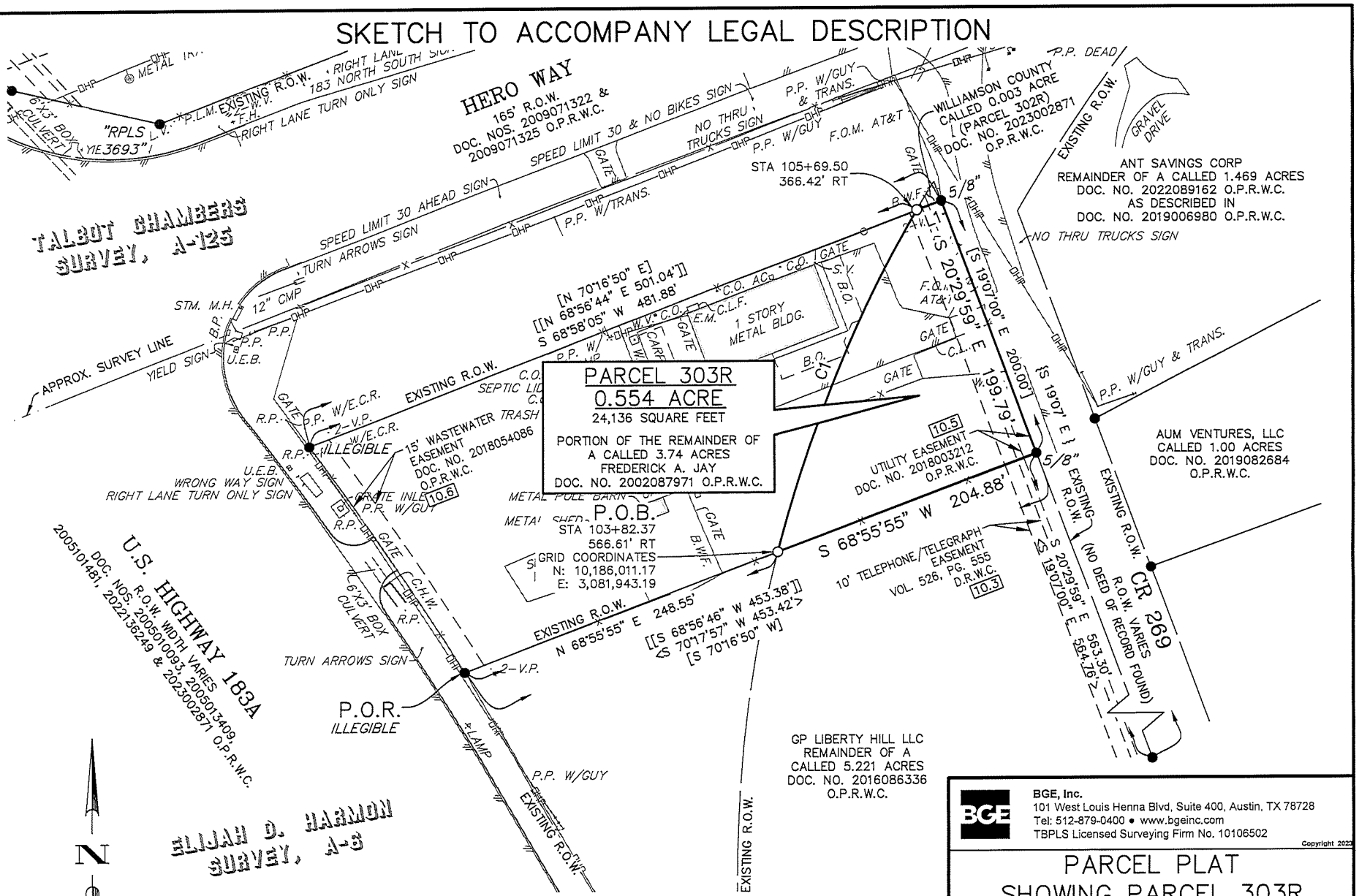
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

6/15/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

| | |
|---|---|
| Client: | Williamson County |
| Date: | June 15, 2023 |
| Project Number: | 7473-00 |

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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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 303R
# 0.554 ACRE
# FM 2243
# WILLIAMSON COUNTY, TEXAS

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 7473-00 | 06/15/2023 | 3 of 5 |

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## LEGEND

| | |
|---|---|
| B. | BOLLARD |
| BLDG. | BUILDING |
| B.O. | BUILDING OVERHANG |
| B.P. | BRICK PAVERS |
| B.W.F. | BARBED WIRE FENCE |
| C.H.W. | CONCRETE HEADWALL |
| C.L.F. | CHAIN LINK FENCE |
| CMP | CORRUGATED METAL PIPE |
| C.O. | CLEAN OUT |
| DOC. | DOCUMENT |
| D.R.W.C. | DEED RECORDS OF WILLIAMSON COUNTY |
| E.C.R. | ELECTRIC CONDUIT RISER |
| E.M. | ELECTRIC METER |
| F.H. | FIRE HYDRANT |
| F.O.M. | FIBER OPTIC MARKER |
| G.P. | GATE POST |
| M.H. | MANHOLE |
| NO. | NUMBER |
| NOS. | NUMBERS |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY |
| PG. | PAGE |
| P.L.M. | PIPELINE MARKER |
| P.L.V. | PIPELINE VENT |
| P.O.B. | POINT OF BEGINNING |
| P.O.R. | POINT OF REFERENCE |
| P.P. | POWER POLE |
| RCP | REINFORCED CONCRETE PIPE |
| R.P. | REFLECTOR POST |
| R.O.W. | RIGHT-OF-WAY |
| STM. | STORM |
| S.V. | SPRINKLER VALVE |
| TRANS. | TRANSFORMER |
| U.E.B. | UNDERGROUND ELECTRIC BOX |
| VOL. | VOLUME |
| V.P. | VERTICAL PIPE |
| W.M. | WATER METER |
| W.V. | WATER VALVE |
| W.W. | WATER WELL |
| ( ) | RECORD INFO FOR DOC. NO. 2005010093 O.P.R.W.C. |
| [ ] | RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C. |
| (( )) | RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C. |
| [[ ]] | RECORD INFO FOR DOC. NO. 2005013409 O.P.R.W.C. |
| < > | RECORD INFO FOR DOC. NO. 2016086336 |

## LEGEND CONTINUED

| | |
|---|---|
| ● | FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED) |
| ○ | SET 1/2" IRON ROD W/CAP "WILCO ROW 5777" |
| △ | CALCULATED POINT |
| —x— | WIRE FENCE |
| —o— | METAL/CHAIN LINK FENCE |
| —OHT— | OVERHEAD TELEPHONE |
| —OHP— | OVERHEAD POWER |
| —//— | EDGE OF ASPHALT |
| 10.3 | SCHEDULE B ITEM |

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | N 68°58'05" E | 19.32' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| C1 | 274.91' | 991.00' | 15°53'38" | N 22°07'18" E | 274.02' |

BGE, Inc.
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| 1"=100' | 7473-00 | 06/15/2023 | 4 of 5 |

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## RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 921, PAGE 806, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, AS DESCRIBED IN VOLUME 438, PAGE 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.2 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 517, PAGE 163, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC., AS DESCRIBED IN VOLUME 577, PAGE 496, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2008066744, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT TRACT.

10.5 UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018003212, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018054086, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO U.S. HWY 183A, AS SET FORTH IN DOCUMENT NO. 2005013409, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

## GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158408, DATED EFFECTIVE APRIL 28, 2023 AND ISSUED ON MAY 5, 2023.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

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

6/15/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

**BGE, Inc.**
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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# PARCEL PLAT
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|---|---|---|---|
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# EXHIBIT "B"

Parcel 303 & 303R

**DEED**
Hero Way/RM 2243 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **FREDERICK A. JAY**, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Tract One:
Being a 1.631-acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein **(Parcel 303)**; and

Tract Two:
Being a 0.554-acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein (**Parcel 303R**);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance Grantee's public roadway facilities and related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

The Property described in Exhibit "A-1" is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2023.

*[signature pages follow]*

**GRANTOR:**

_____
Frederick A. Jay

**ACKNOWLEDGMENT**

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Frederick A. Jay, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of _____

**PREPARED IN THE OFFICE OF:**
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

EXHIBIT C

STATE OF TEXAS *

* ASSIGNMENT OF LEASE

* 1500 CR 269, Leander, Texas 78641

COUNTY OF WILLIAMSON *

**ASSIGNMENT OF LEASE**

This Assignment of Lease ("Assignment") is made by and between FREDERICK A. JAY ("Assignor") and WILLIAMSON COUNTY, TEXAS ("Assignee").

WHEREAS, Assignor has by ROW Deed of even date herewith granted, sold, and conveyed to Assignee the following described real property (the "Leased Premises"):

> Tract One: Being a 1.631 acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein; and
>
> Tract Two: Being a 0.554 acre tract, more or less, out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; ; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein (**Parcel 303**);

WHEREAS, the Leased Premises is presently burdened by a Rental Agreement (the "Lease"), a copy of which is attached hereto as Exhibit "C-1", between Assignor as Landlord and GEORGE BUTLER ASSOCIATES, INC. as Tenant;

WHEREAS, as a consequence of the conveyance described herein and pursuant to the terms of the real estate contract for the conveyance, Assignor desires to assign the Lease to Assignee;

NOW, THEREFORE, the parties agree as follows:

1. **Conveyance.** Assignor, for good and valuable consideration, hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Lease covering the Leased Premises.

2. **Assignor Warranties.** Assignor does hereby warrant that the Lease is in full force and effect and without default on the part of the Assignor, and Assignor does hereby agree to indemnify and hold Assignee harmless from and against all claims, demands, and causes of action arising out of any alleged default on the part of the Landlord Assignor as a result of defaults alleged to have arisen prior to the date of this Assignment.

3. **Security Deposits.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Security Deposits, if any, and any other prepaid rents or items provided for in the subject Lease or actually received by Assignor, and hereby tenders said Security Deposit to Assignee by manner agreed between the parties hereto, together with any and all documents necessary to complete such assignment, transfer or conveyance.

4. **Keys.** Assignor hereby agrees to transfer all keys and other appropriate items connected with the Leased Premises to Assignee or its designated agent at a mutually convenient place and time.

5. **Hold Harmless.** To the extent allowed by law, Assignee does thereby agree to indemnify and hold Assignor harmless from and against any and all claims, demands, and causes of action arising from the Leased Premises, the Lease, or out of any alleged default on the part of the Lessor after the date of this Assignment.

Assignor hereby agrees to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts and assurances as Assignee may reasonably require to perfect Assignee's interest in the Leased Premises.

SIGNED and EXECUTED this _____ day of _____, 2023.

*[signature pages follow]*

Assignor:

_____
FREDERICK A. JAY

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Frederick A. Jay, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

Assignee:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

DocuSign Envelope ID: 9B9B882F-2EFA-4D19-A0B6-D3A614788F4F

# EXHIBIT "C-1"

## LEASE

**THIS LEASE** ("Lease"), is executed on September 1, 2020 (the "Effective Date"), by and between **Frederick A. Jay**, an individual ("Landlord"), and **George Butler Associates, Inc.**, a Kansas corporation ("Tenant"), provides the terms set forth below.

1. **DEFINITIONS; PROVISIONS.** The following basic definitions and provisions apply to this Lease:

| | | |
|---|---|---|
| a. | *Premises:* | Approximately 0.8 acres, including the building and parking lot (the "Premises") located on approximately 2.0 acres located at **1500 County Road 269, Leander, Texas 78641**, and the land on which the Premises is situated, but not the remainder of such parcel, which shall remain under Landlord's possession and control. |
| | *Related Purchase Agreement:* | The agreement for asset purchase between Tenant and Jay Engineering Company, Inc. bearing even date herewith. |
| b. | *Rentable Square Feet:* | Approximately 5,000. |
| c. | *Initial Term:* | 24 months |
| | *Lease Commencement Date:* | September 1, 2020 |
| | *Lease Expiration Date:* | August 31, 2022, subject to the renewal as set forth in Section 5. |
| d. | *Permitted Use:* | Provision of engineering work and related services. |
| e. | *Rent:* | $5,250.00 per month, or portion thereof, at a rate of $172.60 per day. Rent is payable on the 1st day of the month. |
| f. | *Prorated Rent:* | The rent will be prorated amount from closing date of related Purchase Agreement to the first of the following month. |
| g. | *Security Deposit:* | $0 |
| h. | *Address for Rent Payment and Notices to Landlord:* | Frederick A. Jay<br>418 Cool Pines Drive Pagosa Springs, CO 81147 |
| i. | *Address for Notices to Tenant:* | 9801 Renner Boulevard, Suite 300, Lenexa, Kansas 66219 |

2. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord, under the terms and conditions herein, the Premises. Tenant hereby accepts the Premises in their "as is" condition and subject to all restrictions, covenants, easements, rights-of-way of record, if any, and applicable zoning regulations regulating the use of the Premises and accepts this Lease subject thereto and to all matters disclosed thereby. Landlord makes and has made no representations or warranties with respect to the condition of the Premises or as to its suitability for the use or uses contemplated by Tenant.

3. **USE.** The Premises may be used only as set forth in Section 1.d above. Tenant will not use the Premises: (i) in violation of any restrictive covenants which apply to the Premises; (ii) in any manner which increases any insurance premiums or makes such insurance unavailable to Landlord on the Building; provided that, in the event of an increase in Landlord's insurance premiums which results from Tenant's use of the Premises.

4. **RENT.**

a. Tenant will commence paying the monthly rent as set forth on Section 1c. During the Term, the Tenant will pay the monthly Rent on or before the first day of each calendar month during the Term by direct deposit or wire transfer as directed by Landlord. Tenant's obligation to pay Rent is separate and independent from any of Landlord's obligations under this Lease.

b. For each Rent payment Landlord receives after the fifth (5th) day of the month or five days after the date due, Landlord will be entitled to all default remedies provided under the terms of this Lease, and a late charge in the amount of $10.00 per day from the Rent due date until the Rent is fully paid. If Tenant has insufficient funds cover such payment, then Landlord will be entitled to all default remedies provided under the terms of this Lease plus a five percent (5%) of the amount of such payment.

5. **OPTION TO EXTEND.**

a. Landlord hereby grants to Tenant, and Tenant will have, the right and option to extend the Term of this Lease for additional one (1) year periods (the "Renewal Term") until either party terminates the Lease and so long as Tenant is not in default under this Lease. Any Renewal Term is subject to the same terms, covenants and conditions set forth herein.

b. The Renewal Term will commence upon the day following the last day of the initial Term. Tenant will notify Landlord in writing of its election to extend this Lease for the Renewal Term not less than three (3) months prior to the expiration of the initial Term, time being of the essence with respect to such notification. If Landlord does not receive such written notice as and when required herein, Tenant's right to extend the Initial Term will be terminated at the Landlord's discretion. If Tenant timely notifies the Landlord of its election to extend the Lease, Tenant and Landlord must mutually agree on Rent for the Renewal Term. If the parties cannot mutually agree on Rent for the Renewal Term, the Lease will terminate at the end of the Initial Term. Landlord agrees that the rent during the Renewal Term will not increase by more than 10% at first renewal period and 5% annually thereafter.

6. **SERVICES BY TENANT AND LANDLORD.**

a. *Tenant's Obligations and Maintenance.* Tenant shall: (i) keep the Premises and fixtures in good order and will be responsible for such maintenance and repair as set forth in this Section 6.a. Tenant will be responsible for furnishing and paying for all electric, gas, water, fuel, trash removal, routine plumbing maintenance, HVAC filter replacement, interior painting, flooring maintenance or replacement, janitorial services and any services or utilities used in the Building in Tenant's own name.

b. *Landlord's Maintenance.* Landlord will be responsible for all regular scheduled and unscheduled maintenance, including, but not limited to, maintenance on:

i. Building Interior, except: interior wall paint and inside surfaces of exterior walls; decks, fixtures, floor coverings and light fixtures; building interior water supply and sewer plumbing; sprinkler system, glass, windows, doors, and ~~elevator,~~ electrical or other equipment; appliances and systems; and improvements to the Building made by Tenant with prior Landlord approval and duly acquired permit.

ii. Landlord will maintain approaches, sidewalks, parking areas, adjacent alleys and water and sewer utilities outside the building. Further, Landlord is responsible for maintaining the landscaping, cleaning and removing any snow and ice from the Building and Building parking areas, if applicable, and for preventing damage to the Building or exterior areas by placement or movement of Landlord's trash containers, trailers or personal property.

iii. Repairs and replacements to the Building related to roof, foundation, exterior walls, gutters, downspouts, and all structural components. Repairs or replacements will be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice from Tenant or Landlord having actual knowledge, or knowledge Landlord should have had upon a reasonable inquiry, of the need for a repair or replacement.

c. *Abatement.* If Landlord fails to perform Landlord's maintenance obligations within a reasonable time after receiving notice from Tenant, Tenant may make such repairs and abate or reduce Rent by the reasonable amount of the costs associated with such repairs or replacements.

d. *Tenant's Obligation to Report Defects.* Tenant will report to Landlord immediately after Tenant becomes aware of any defective condition in or about the Premises known to Tenant and if such defect is not so reported and such failure to promptly report results in other damage, Tenant will be liable for same.

7. **TENANT'S ACCEPTANCE AND MAINTENANCE OF PREMISES.**

a. *Alterations to Premises.* Tenant will make no structural or interior alterations to the Premises unless and until approved by the Landlord in writing. If Tenant requests such alterations, Tenant will provide Landlord with a

complete set of construction drawings. If Landlord consents to the alterations, Tenant will determine the actual cost of the work to be done. All such alterations are subject to the prior written approval of Landlord and to be completed at Tenant's sole cost and expense.

b. *Restoration of Premises.* At the expiration or earlier termination of this Lease, Tenant, at Tenant's expense, will deliver each part of the Premises in good repair and condition, ordinary wear and tear and damage by insured casualty excepted and leave the Premises free of trash and debris and in "broom-clean" condition.

c. *Landlord's Performance of Tenant's Obligations.* If Tenant does not perform its maintenance or restoration obligations in a timely manner, commencing the same within five (5) days after receipt of notice from Landlord specifying the work needed, and thereafter diligently and continuously pursuing the work until completion, then Landlord will have the right, but not the obligation, to perform such work. Any amounts expended by Landlord on such maintenance or restoration will be paid by Tenant to Landlord within thirty (30) days after demand.

d. *Construction Liens.* Tenant will have no power to do any act or make any contract that may create or be the foundation of any lien, mortgage or other encumbrance upon the reversionary or other estate of Landlord, or any interest of Landlord in the Premises. NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO THE PREMISES will ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES OR THE BUILDING. Tenant will keep the Premises and the Building free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant. Should any lien or claim of lien be filed against the Premises or the Building because any act or omission of Tenant or any of Tenant's agents, employees, contractors or representatives, then Tenant will cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after the filing. If Landlord discharges the lien, the amount paid by Landlord to discharge the lien (whether directly or by bond), plus all administrative and legal costs incurred by Landlord, will be payable to Landlord by Tenant on demand.

8. **TAXES.**

a. *Personal Property Taxes.* The Tenant will be liable for all taxes levied against any leasehold interest of the Tenant or personal property and trade fixtures owned or placed by the Tenant in the Leased Premises.

b. *Real Estate Taxes.* Landlord will pay all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Landlord's late payment thereof, which will be levied upon the Leased Premises during the term of this Lease.

9. **PROPERTY OF TENANT.** Provided Tenant is not in default, Tenant may remove all fixtures and equipment which it has purchased under the Related Purchase Agreement, or placed in the Premises; provided, however, Tenant must repair all damages caused by such removal. If Tenant does not remove its property from the Premises upon the expiration or earlier termination (for whatever cause) of this Lease, such property will be deemed abandoned by Tenant, and Landlord may dispose of the same in whatever manner Landlord may elect without any liability to Tenant.

10. **LANDLORD ACCESS TO PREMISES.** Landlord will have the right, at all reasonable times and upon reasonable oral notice, either itself or through its authorized agents, to enter the Premises (i) to make repairs, alterations or changes as Landlord deems necessary, (ii) to inspect the Premises, mechanical systems and electrical devices, and (iii) to show the Premises to prospective mortgagees and purchasers. Within one hundred eighty (180) days prior to the Expiration Date, Landlord will have the right, either itself or through its authorized agents, to enter the Premises at all reasonable times to show prospective tenants. Landlord will have the right to enter the Premises at any time without notice in the event of an emergency.

11. **TENANT'S COMPLIANCE WITH LAWS; ADA COMPLIANCE.** Tenant will comply with all applicable laws, ordinances and regulations affecting the Premises, whether now existing or hereafter enacted. Tenant, at Tenant's sole expense, will comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now in force, which will impose any duty upon Landlord or Tenant with respect to the use or occupation of the Premises or alteration of the Premises to accommodate persons with special needs, including using all reasonable efforts to comply with The Americans With Disabilities Act (the "ADA").

Notwithstanding the preceding, Tenant will not use the Premises or permit the Premises to be used as a "place of public accommodation" within the meaning of the ADA. If Tenant receives any notices alleging a violation of ADA relating to any portion of the Building or Premises (including any governmental or regulatory actions or investigations regarding non-compliance with ADA) then Tenant will notify Landlord in writing within ten (10) days of such notice and provide Landlord with copies of any such notice.

12. **INSURANCE REQUIREMENTS.** Tenant, at its expense, will maintain at all times during the Term the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Building made at Tenant's expense, and all other property owned or used by Tenant and located in the Building; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Landlord from time to time but in any event not less than $1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as Landlord may from time to time require. The form of all such policies and deductibles thereunder will be subject to Landlord's prior approval. All such policies will be issued by insurers acceptable to Landlord and licensed to do business in the State of Texas and will contain a waiver of any rights of subrogation thereunder. In addition, the policies will name Landlord and any other parties designated by Landlord as additional insureds and will be primary and not contributory. Tenant shall, at least 10 days prior to the Lease Commencement Date, and prior to the expiration of such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

13. **QUIET ENJOYMENT.** Tenant will have quiet enjoyment and possession of the Premises provided Tenant promptly and fully complies with all its obligations under this Lease.

14. **SUBORDINATION; ATTORNMENT; NON-DISTURBANCE; AND ESTOPPEL CERTIFICATE.**

a. *Subordination and Attornment.* Tenant agrees to execute within ten (10) days after request to do so from Landlord or its mortgagee an agreement: (i) making this Lease superior or subordinate to the interests of the mortgagee; (ii) agreeing to attorn to the mortgagee; (iii) giving the mortgagee notice of, and a reasonable opportunity (which will in no event be less than thirty (30) days after notice thereof is delivered to mortgagee) to cure any Landlord default and agreeing to accept such cure if effected by the mortgagee; (iv) permitting the mortgagee (or other purchaser at any foreclosure sale), and its successors and assigns, on acquiring Landlord's interest in the Premises and the Lease, to become substitute Landlord hereunder, with liability only for such Landlord obligations as accrue after Landlord's interest is so acquired; (v) agreeing to attorn to any successor Landlord; and (vi) containing such other agreements and covenants on Tenant's part as Landlord's mortgagee may reasonably request.

b. *Estoppel Certificates.* Tenant agrees to execute within five (5) business days after request, and as often as requested, estoppel certificates confirming any factual matter requested by Landlord which is true and is within Tenant's knowledge regarding this Lease, and the Premises, including but not limited to: (i) the date of occupancy, (ii) Expiration Date, (iii) the amount of Rent due and date to which Rent is paid, (iii) whether Tenant has any defense or offsets to the enforcement of this Lease or the Rent payable, (iv) any default or breach by Landlord, and (v) whether this Lease, together with any modifications or amendments, is in full force and effect. Tenant will attach to such estoppel certificate copies of any modifications or amendments to the Lease.

15. **DAMAGES TO PREMISES.**

a. *Landlord's Restoration Obligations.* If the Building or Premises are damaged by fire or other casualty ("Casualty"), then Landlord will repair and restore the Premises to substantially the same condition of the Premises immediately prior to such Casualty, subject to the following terms and conditions: (i) the casualty must be insured under Landlord's insurance policies, and Landlord's obligation is limited to the extent of the insurance proceeds received by Landlord. Landlord's duty to repair and restore the Premises will not begin until Landlord's receipt of the insurance proceeds; (ii) Landlord's lender(s) must permit the insurance proceeds to be used for such repair and restoration; and (iii) Landlord will have no obligation to repair and restore Tenant's trade fixtures, decorations, signs, contents, or any improvements to the Premises.

b. *Termination of Lease by Landlord.* Landlord will have the option of terminating the Lease if: (i) the Premises is rendered wholly untenantable; (ii) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies; (iii) Landlord's lender does not permit a sufficient amount of the insurance proceeds to be used for restoration purposes; (iv) the Premises is damaged in whole or in part during the last two years of the Term; or (v) the Building containing the Premises is damaged (whether or not the Premises is damaged) to an extent of fifty percent (50%) or more of the fair market value thereof. If Landlord elects to terminate this Lease, then it will give notice of the cancellation to Tenant within sixty (60) days after the date of the Casualty. Tenant will vacate and surrender the Premises to Landlord within fifteen (15) days after receipt of the notice of termination.

c. *Rent Abatement.* If Premises is rendered wholly untenantable by the Casualty, then the Rent payable by Tenant will be fully abated. If the Premises is only partially damaged, then Tenant will continue the operation of Tenant's business in any part not damaged to the extent reasonably practicable from the standpoint of prudent business management, and Rent and other charges will be abated proportionately to the portion of the Premises rendered untenantable. The abatement will be from the date of the Casualty until the Premises have been substantially repaired and restored, or until Tenant's business operations are restored in the entire Premises, whichever will first occur. However, if the Casualty is caused by the negligence or other wrongful conduct of Tenant or of Tenant's subtenants, licensees, contractors, or invitees, or their respective agents or employees, there will be no abatement of Rent. The abatement of the Rent set forth above is Tenant's exclusive remedy against Landlord in the event of a Casualty. Tenant hereby waives all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Premises and/or for any inconvenience or annoyance occasioned by any Casualty and any resulting damage, destruction, repair, or restoration.

16. **EMINENT DOMAIN.** If all or part of the property on which the Premises is located is taken under the power of eminent domain (or by conveyance in lieu thereof), then Landlord may terminate this Lease as of the date possession is taken by the condemnor unless Tenant can reasonably remain in possession of the Premises, and in such case, Landlord shall retain the right to collect rent for a period of time after possession by the condemnor. Rent will be adjusted between Landlord and Tenant as of the date when Landlord is no longer able to collect rent. If only a portion of the Premises is taken, and Tenant can continue use of the remainder, then, at Landlord's election, this Lease may not terminate, but Rent will abate in a just and proportionate amount to the loss of use occasioned by the taking. Landlord will be entitled to receive and retain the entire condemnation award for the taking of the Building and Premises. Tenant will have no right or claim against Landlord for any part of any award received by Landlord for the taking. Tenant will have no right or claim for any alleged value of the unexpired portion of this Lease, or its leasehold estate, or for costs of removal, relocation, business interruption expense or any other damages arising out of such taking. Tenant will not be obligated to make any repairs if the Lease is terminated due to the power of eminent domain.

17. **ENVIRONMENTAL COMPLIANCE.**

a. *Definitions.* The term "Environmental Laws" means all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Premises, the rules and regulations of the Federal Environmental Protection Agency or any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Premises. The term "Property" will include the Premises and Building, the real estate upon which the Building is located; all personal property (including that owned by Tenant); and the soil, ground water, and surface water of the real estate upon which the Building is located.

b. *Tenant's Responsibility.* Tenant covenants and agrees that it will keep and maintain the Premises at all times in compliance with Environmental Laws including from any source issued pursuant to the Environmental Laws or issued by any insurance company which will impose any duty upon Tenant with respect to the use, occupancy, maintenance or alteration of the Premises whether such notice is served upon Landlord or Tenant. Tenant will not cause or permit the escape, disposal or release of any biologically active or other hazardous substances, or materials on the Property unless required for Tenant's use of the Premises.

c. *Landlord's Liability.* Landlord will hold Tenant free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Tenant will incur, or which Tenant would otherwise incur,

by reason of Landlord's failure to comply with this Section 23 based on the condition of the Premises prior to the Lease Commencement Date including, but not limited to: (i) the cost of full remediation of any contamination to bring the Property into the same condition as on the Lease Commencement Date; (ii) the reasonable cost of all appropriate tests and examinations of the Premises to confirm that the Premises and any other contaminated areas have been remediated and brought into compliance with all Environmental Laws; and (iii) the reasonable fees and expenses of Tenant's attorneys, engineers, and consultants incurred by Tenant in enforcing and confirming compliance with this Section 23. Landlord will be responsible for any violations to Environmental Laws prior to the Lease Commencement Date.

d. *Tenant's Liability.* Tenant will hold Landlord free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord will incur, or which Landlord would otherwise incur, by reason of Tenant's failure to comply with this Section 23 including, but not limited to: (i) the cost of full remediation of any contamination to bring the Property into the same condition as prior to the Rent Commencement Date and into full compliance with all Environmental Laws; (ii) the reasonable cost of all appropriate tests and examinations of the Premises to confirm that the Premises and any other contaminated areas have been remediated and brought into compliance with all Environmental Laws; and (iii) the reasonable fees and expenses of Landlord's attorneys, engineers, and consultants incurred by Landlord in enforcing and confirming compliance with this Section 23. Landlord will be responsible for any violations to Environmental Laws prior to the Rent Commencement Date.

e. *Tenant's Liability After Termination of Lease.* This Section 23 will survive the expiration or termination of this Lease, and will continue for so long as Landlord and its successors and assigns may be subject to any expense, liability, charge, penalty, or obligation against which Tenant has agreed to indemnify Landlord under this Section 23.

18. **DEFAULT.**

a. *Tenant's Default.* Tenant will be in default under this Lease if Tenant: (i) fails to pay when due any Rent or any other sum of money which Tenant is obligated to pay, for more than ten (10) days after receipt of written notice from Landlord thereof; (ii) breaches any agreement, covenant or obligation in this Lease and such breach is not remedied within fifteen (15) days after Landlord gives Tenant notice specifying the breach, or if such breach cannot, with due diligence, be cured within fifteen (15) days, Tenant does not commence curing within fifteen (15) days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice; or; (iii) files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within sixty (60) days after filing.

b. *Landlord's Remedies.* In the event of a Tenant default, Landlord, at its option, may do one or more of the following: (i) terminate this Lease and recover all damages caused by Tenant's breach, including consequential damages for lost future rent; (ii) repossess the Premises, with or without terminating, and relet the Premises at such amount as Landlord deems reasonable; (iii) declare the entire remaining Rent immediately due and payable, (iv) bring action for recovery of all amounts due from Tenant; (v) seize and hold any personal property of Tenant located in the Premises and assert against the same lien for monies due Landlord; (vi) lock the Premises and deny Tenant access thereto without obtaining any court authorization; or (vii) Pursue any other remedy available in law or equity.

c. *Landlord's Expenses.* All reasonable expenses of Landlord in repairing, restoring, or altering the Premises for reletting, together with leasing fees and all other expenses in seeking and obtaining a new Tenant, will be charged to and be a liability of Tenant.

d. *Remedies Cumulative; No Waiver.* All rights and remedies of Landlord are cumulative, and the exercise of any one will not be an election excluding Landlord at any other time from exercise of a different or inconsistent remedy. No exercise by Landlord of any right or remedy granted herein will constitute or effect a termination of this Lease unless Landlord will so elect by notice delivered to Tenant. The failure of Landlord to exercise its rights in connection with this Lease or any breach or violation of any term, or any subsequent breach, covenant or condition herein contained will not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other covenant or condition herein contained.

e. *No Accord and Satisfaction.* No acceptance by Landlord of a lesser sum than the Rent and other sums

then due will be deemed to be other than on account of the earliest installment of such payments due, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

19. **NOTICES.** All notices, demands and requests by Landlord or Tenant will be sent to the Notice Addresses set forth in Section 1h, or to such other address as a party may specify by duly given notice. Any notice required or permitted to be given under this Lease or by law will be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid. If delivered in person, notice will be deemed given as of the delivery date. If sent by overnight courier, notice will be deemed given as of the first business day after sending. If mailed, the notice will be deemed to have been given on the date which is three business days after mailing. Either party may change its address by giving written notice thereof to the other party.

20. **HOLDING OVER.** If Tenant holds over after the Expiration Date or other termination of this Lease, such holding over will not be a renewal of this Lease but will create a tenancy-at-sufferance. Tenant will continue to be bound by all the terms and conditions of this Lease, except that during such tenancy-at-sufferance Tenant will pay to Landlord Rent at the rate equal to one hundred fifty percent (150%) of that provided for as of the expiration or termination date. The increased Rent is intended to compensate Landlord partially for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant.

21. **BROKER'S COMMISSIONS.** Each party represents and warrants to the other that it has not dealt with any real estate broker, finder or other person with respect to this Lease in any manner.

22. **MISCELLANEOUS.**

a. *Limitation on Damages.* Neither party will be liable to the other party for any special, consequential, incidental or punitive damages.

b. *Sale of Building.* Landlord may sell the Building without affecting the obligations of Tenant; upon the sale of the Premises or the Building, Landlord will be relieved of all responsibility for the Premises and will be released from any liability thereafter accruing under this Lease provided that the buyer of the Building agrees to assume all Landlord's obligations under the Lease. If any Security Deposit has been paid by Tenant, Landlord may transfer the Security Deposit to Landlord's successor and upon such transfer, Landlord will be released from any liability for return of the Security Deposit.

c. *Severability.* The invalidity of any portion of this Lease will not invalidate the remaining portions of the Lease.

d. *Binding Effect; Entire Agreement.* This Lease will be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns. This Lease supersedes and cancels all prior negotiations between the parties, and no changes will be effective unless in writing signed by both parties. Tenant agrees that it has not relied upon any statements, representations, agreements or warranties except those expressed in this Lease, and that this Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof.

e. *Choice of Law.* This Lease will be interpreted and enforced in accordance with the laws of Texas.

f. *Counterparts.* This Lease may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

DocuSign Envelope ID: 9B9B882F-2EFA-4D19-A0B6-D3A614788F4F

IN WITNESS WHEREOF, Landlord and Tenant have executed this as of the Effective Date.

**LANDLORD**

DocuSigned by:
Frederick A. Jay
E434D07034504CA...
Frederick A. Jay, individually

**TENANT**
**GEORGE BUTLER ASSOCIATES, INC.**
a Kansas corporation

DocuSigned by:
Timothy J. Ross
FE4708F624AD4C8...
Timothy J. Ross, President and CEO

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 08/08/2023

CR 255 Relocation Claim

**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 claim with Sasha Tingle (Parcel 4) for actual moving expenses of personal property caused by the right of way acquisition. Funding Source: TANS P588

**Background**

## Fiscal Impact

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

## Attachments

claim

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:33 AM |
| Form Started By: Charlie Crossfield | | Started On: 08/02/2023 03:14 PM |
| Final Approval Date: 08/03/2023 | | |

## CLAIM FOR ACTUAL MOVING EXPENSES

**Print or Type All Information**

| 1. Name of Claimant(s) | Parcel No: 4 (Personal Property Only) | County: Williamson |
|---|---|---|
| Sasha Tingle | | Project: Southeast Loop Phase 2 |

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Other / Personal Property

| 2. Address of Property Acquired by Williamson County: | 3. Address Moved To: |
|---|---|
| 3840 County Road 255<br>Georgetown, Texas 78633<br><br>Claimant's Telephone No. [redacted]3<br>[redacted]: [redacted]m | 4926 Private Road 3090<br>[redacted], [redacted], [redacted]50 |

| 4. Occupancy of Property Acquired by Williamson County: | | 5. Distance Moved: 50 Miles |
|---|---|---|
| From (Date): 06-2019 | To (Date of Move): 07-13-2023 | 7. Mover's Name and Address: Leisure Capital Management, 4909 Tucker Hill, Cedar Creek, Texas 78612 |
| ☒ Owner/Occupant | ☐ Tenant | |

| 6. Controlling Dates | Mo. | Day | Yr. |
|---|---|---|---|
| a. First Offer in Negotiation | 12 | 13 | 2022 |
| b. Date Property Acquired | 06 | 30 | 2019 |
| c. Date Required to Move | — | — | 2023 |

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move):N/A

| 9. Amount of Claim: | |
|---|---|
| a. Moving Expenses | $1,336.15 |
| b. Reestablishment Expenses | $ |
| c. Searching Expenses | $ |
| d. Tangible Property Loss | $ |
| e. Storage | $ |
| f. Temporary Lodging | $ |
| g. **Total Amount** | **$1,336.15** |

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

SASHA Tingle
Claimant

Date of Claim:
07/14/2023
Claimant

**Spaces Below to be Completed by Williamson County**

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $1,336.15

7-18-2023
Date

Relocation Agent

Date

Williamson County Judge

# INVOICE

120987

01 May 2023

1336.15

**Estimate Good Till:** **1 August 2023**

**Sasha Tingle**
3840 County Road 255
Georgetown. Texas 78633

**Leisure Capital Management**
4909 Tucker Hill
Cedar Creek, Texas 78612
Email: Kayla Hennen (337)660-4793
Kh.Lcm2016@gmail.com

| QUANTITY | DETAILS | UNIT PRICE | LINE TOTAL |
|---|---|---|---|
| 3 | Labor (Manpower) | 25.00 x3 for 4 hours | 300.00 |
| 1 | Diesel Fuel Charges and Mileage (50 Miles) | 5.33 x 50 | 266.50 |
| 1 | Labor For Pick-Up, Delivery, and Removel | 400.00 | 400.00 |
| 1 | Material (Items Listed Below) | 450.00 | 450.00 |
| 1 | Equimpment And Misc ( Items Listed Below) | 400.00 | 400.00 |

Materials Needed Per Request: PVC Tubes x8, 2X6's X 16, Comealongs x 6, lift jacks x8, Concrete Blocks x10, Pilars x8, Hammers x4, Crow Bar *(Pricing on Breakdown of Materials Vary)*

Equimpment Needed Per Request: Pallet Jack $50, Dollies $40, Shed Mule $200, Low Boy Tilt Trailer $110

CR255 Parcel 4 Personal Property move small wood Building

| | |
|---|---|
| | Military Discount |
| Discount | $600.00 |
| Net Total | $1,216.50 |
| Tax | $119.65 |
| USD $ TOTAL | $1,336.15 |

PAYMENT DETAILS AND DISCOUNT

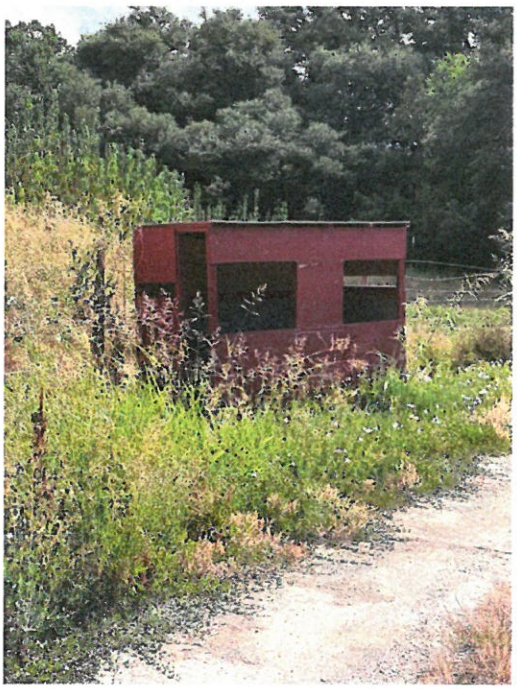
| | |
|---|---|
| Name of Homeowner: | Sasha Tingle |
| Form of Payment: | Paid: Cash on July 13, 2023 @Kayla |
| Address of Home: | 3840 County Road 255 |
| Invoice Number: | 120987 |
| Company: | Leisure Capital Management |
| Contact Information: | [redacted] |

Verified Paid with Kayla Hennen 7-27-2023

Phone: (512)536-0503

(337)660-4793

CR 255
Parcel 4
Displacement Pictures



## CERTIFICATION OF ELIGIBILITY

Project: CR 255
Parcel: 4

Displacee: Sasha Tingle

**Individuals, Families and Unincorporated Businesses or Farming Operations**

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

**or**

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Sasha Tingle
Claimant

Date: 07/14/2023

Claimant

Date:

**Incorporated Business, Farm or Nonprofit Organizations**

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
Claimant

Date: 07/14/2023

# Contact Notes

Project CR 255
Parcel 4
Name Sasha Tingle

| Date | Comments |
|---|---|
| | [redacted] |
| 12-13-23 | IOL sent |
| 12-29-23 | called Sasha to discuss offer she said did not recieve it so J resent regular mail and emailed her a copy. J ask her to review and for her to call me |
| 1-13-23 | IOL Returned |
| 1- -23 | met with Sasha at parcel to discuss offer she wanted to do a counteroffer and J explained what she needed to do. J also explained the small Bldg in the new ROW was personal property and what relocation benfits so was entitled to. she said she understood |
| 1-18-23 | sent 90 day Personal Property letter |
| 23 | Sasha submitted Counteroffer |
| 23 | williamson county accepted counteroffer |
| 2-17-23 | Sasha signed purchase contract |
| 2-18-23 | Purchase contract to Sheets & Crossfield for closing |
| 6-26-23 | Sashasent estimate to move Bldg |
| 7-2-23 | J sent estimate back for additional info |
| 7-10-23 | revieved revised estimate and called Sasha |
| 7-14-23 | Sasha submitted invoice for move of small bldg J prepared claim documents and sent to her for signatures |

7-17-23 recieved back signed Claim Documents.

7- -23 Claim package to sheets and crossfield for review, approval and Payment

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 08/08/2023

Bagdad Rd. @ CR 279 Purchase Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Harry Spinner and Judy Spinner for 0.131 acres and 2,998 SF needed as right of way for the Bagdad Rd. @ CR 279 project (Parcel 51). Funding Source: Road Bonds P343

**Background**

## Fiscal Impact

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

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:34 AM |
| Form Started By: Charlie Crossfield | | Started On: 08/02/2023 04:30 PM |
| Final Approval Date: 08/03/2023 | | |

# REAL ESTATE CONTRACT
CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HARRY A. SPINNER and JUDY A. SPINNER** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.131-acre (5,698 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, and the John Francis Smith Survey, Abstract No. 576, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 51**); and
>
> All of that certain 2,998 square foot tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, and the John Francis Smith Survey, Abstract No. 576, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 51A**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE AND ADDITIONAL COMPENSATION

### Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A", any improvements on the Property, and any cost to cure or damage to the remaining property of Seller shall be the sum of THIRTY-ONE THOUSAND FIVE HUNDRED THIRTY-NINE and 00/100 Dollars ($31,539.00).

2.01.1. The Purchase Price for the fee simple Property interests described in Exhibit "B", any improvements on the Property, and any cost to cure or damage to the remaining property of Seller shall be the sum of SEVEN THOUSAND THIRTY-EIGHT and 25/100 Dollars ($7,038.25).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property described in Exhibit "A" is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before August 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a duly executed and acknowledged Deed without Warranty to Williamson County, Texas for the portion of the Property described in Exhibit "B".

(3) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Deed without Warranty shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(4) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

## Legal Construction

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

## Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

## Time of Essence

8.06. Time is of the essence in this Contract.

## Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

## Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

## Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

## Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

Harry A. Spinner

Date: 7-2-23

Address: P.O. Box 464

Liberty Hill, Tx 78642

Judy A. Spinner

Date: 7-2-23

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

**County:** Williamson
**Parcel :** 51 – Harry A. Spinner & Judy A. Spinner
**Highway:** Bagdad Rd (CR 279)

**EXHIBIT A**
**PROPERTY DESCRIPTION**

DESCRIPTION OF A 0.131 ACRE (5,698 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 AND THE JOHN FRANCIS SMITH SURVEY, ABSTRACT NO. 576 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 4.97 ACRE TRACT OF LAND, BEING LOT 18 BLOCK "D", LIVE OAK RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 191-194 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN A WARRANTY DEED TO HARRY A. SPINNER AND WIFE JUDY A. SPINNER RECORDED IN DOCUMENT NO. 2002007407 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.131 ACRE (5,698 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 72.77 feet right of Bagdad Road Baseline Station 198+06.25 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,199,040.46 E=3,060,818.37), in the southerly boundary line of said Lot 18, being the northerly boundary line of Lot 17 of said Live Oak Ranch, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** with the common boundary line of said Lot 17 and Lot 18, **S 67°54'31" W** for a distance of **21.89** feet to a 1/2" iron rod found in the existing easterly ROW of way line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of said Lot 17, same being the southwesterly corner of said Lot 18, for the southwesterly corner of the herein described parcel;

2) **THENCE,** departing said Lot 17, with said existing easterly ROW line, same being the westerly boundary line of said Lot 18, the following (3) three courses:

3) **N 06°01'46" W** for a distance of **174.66** feet to a calculated point, for the beginning of curve to the left;

4) With said curve to the left, having a delta angle of **00°16'31"**, a radius of **1,563.00** feet, an arc length of **7.51** feet and a chord which bears **N 05°50'25" W,** for a distance of **7.51** feet, to a calculated point of tangency;

5) **N 02°31'13" W** for a distance of **238.09** feet to a 1/2" iron rod found, in said proposed easterly ROW line, being in the southerly boundary line of Lot 3, Saccone Subdivision, a subdivision of record in Cabinet BB, Slide 344-345 of the Plat Records of Williamson County, Texas, same being the northwesterly corner of said Lot 18, for the most northerly corner of the herein described parcel;

6) **THENCE,** departing said existing ROW line and said Lot 3, with said proposed easterly ROW line, through the interior of said Lot 18, **S 06°55'15" E** for a distance of **413.81** feet to the **POINT OF BEGINNING,** containing 0.131 acres (5,698 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

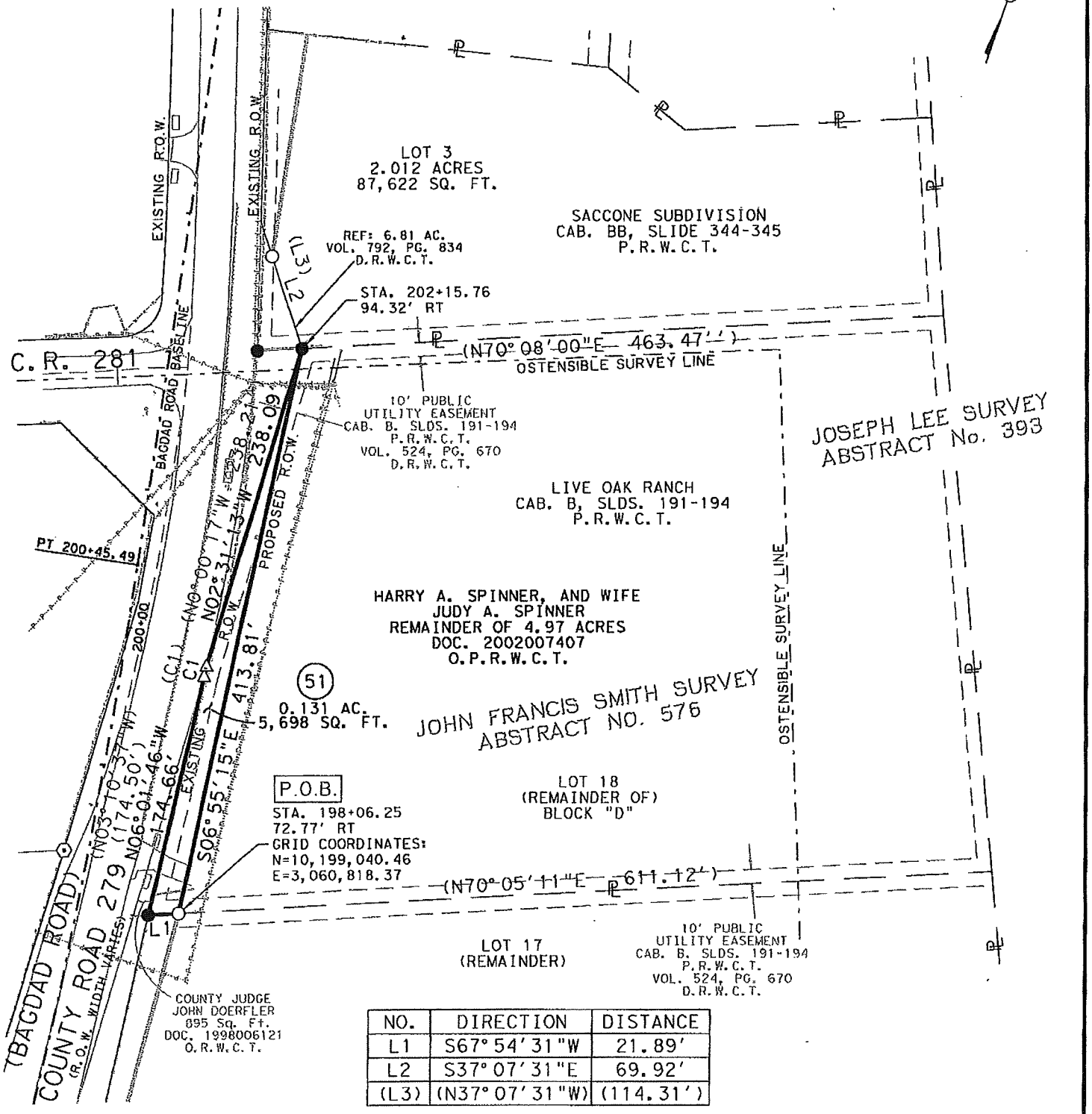
M. Stephen Truesdale 1 DEC 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT " A "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 00°16'31" | 1,563.00' | 7.51' | 7.51' | N05°50'25"W |
| (C1) | | (1,563.00') | (7.41') | (7.41') | (N03°18'46"W) |




| NO. | DIRECTION | DISTANCE |
|---|---|---|
| L1 | S67°54'31"W | 21.89' |
| L2 | S37°07'31"E | 69.92' |
| (L3) | (N37°07'31"W) | (114.31') |

11/27/2022


INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

## HARRY A. SPINNER, AND WIFE JUDY A. SPINNER

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | BAGDAD ROAD | WILLIAMSON |

PARCEL 51
0.131 ACRES
5,698 Sq. Ft.



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 51-SPINNER\PARCEL 51-SPINNER.DGN

EXHIBIT " "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

| | | | |
|---|---|---|---|
| ● | ½" IRON ROD FOUND UNLESS NOTED | | RECORD INFORMATION |
| ⊙ | IRON ROD FOUND W/PLASTIC CAP | —/\— | LINE BREAK |
| ◎ | ½" IRON PIPE FOUND UNLESS NOTED | N | DENOTES COMMON OWNERSHIP |
| ⓐ | IRON ROD FOUND W/ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" FOUND | P.O.B. | POINT OF BEGINNING |
| | | N.T.S. | NOT TO SCALE |
| △ | CALCULATED POINT | D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| ○ | IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE) | O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| ℄ | PROPERTY LINE | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165847, ISSUED BY TEXAS NATIONAL TITLE, INC. EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 191, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO; VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. A 10 FOOT UTILITY EASEMENT RESERVED ALONG EACH SIDE OF EACH PROPERTY LINE, AS STATED ON THE PLAT OF RECORD IN CABINET B, SLIDE 191, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN, AND AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. A POWER LINE TRAVERSING ALONG A PORTION OF THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM EASEMENT AS DESCRIBED IN VOLUME 524, PAGE 670, AFFECTS AS SHOWN, AND VOLUME 743, PAGE 588, FROM ITS DESCRIPTION CAN NOT BE LOCATED, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

6. AN UNRECORDED TELEPHONE/BURIED CABLE EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 627, PAGE 722, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

7. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 536, PAGE 386 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

8. AFFIDAVIT REGARDING CONTINUOUS USE OF ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2014075798, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN JOINT USE ACCESS EASEMENT AND MAINTENANCE AGREEMENT OF RECORD IN DOCUMENT NO. 2014075799, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

13. ROAD ASSESSMENT AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 1 DEC 2022

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, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

11/27/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## HARRY A. SPINNER, AND WIFE JUDY A. SPINNER

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | BAGDAD ROAD | WILLIAMSON |

PARCEL 51
0.131 ACRES
5,698 Sq. Ft.



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 51-SPINNER\PARCEL 51-SPINNER.DGN

**EXHIBIT B**
**PROPERTY DESCRIPTION**

DESCRIPTION OF A 0.069 ACRE (2,998 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, AND THE JOHN FRANCIS SMITH SURVEY, ABSTRACT NO. 576, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 2,995 SQUARE FEET (TRACT 1) OF LAND DEPICTED AS OUT OF EXISTING RIGHT-OF-WAY OF COUNTY ROAD 279 IN EXHIBIT B OF THE WARRANTY DEED TO COUNTY JUDGE JOHN DOERFLER RECORDED IN DOCUMENT NO. 1998006121, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.069 ACRE (2,998 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod found 94.32 feet right of Bagdad Road Baseline Station 202+15.76 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,199,451.20 E=3,060,768.51), said point being the southerly boundary line Lot 3, SACCONE SUBDIVISION, a subdivision of record in Cabinet BB, Slide 344-345, of the Plat Records of Williamson County, Texas, for the northwesterly corner of Lot 18, Block "D", LIVE OAK RANCH, a subdivision of record in Cabinet B, Slide 191-194, of the Plat Records of Williamson County, Texas, cited in a Warranty Deed to Harry A. Spinner and wife Judy A. Spinner recorded in Document No. 2002007407, of the Official Public Records of Williamson County, Texas, said point being the northeasterly corner of said 2,995 square foot (Tract 1), for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, S 02°31'13" E**, departing the proposed easterly ROW line of said Bagdad Road, with the common line of said 2,995 square foot tract and said Lot 18, for a distance of **238.09** feet to a calculated point in the existing easterly ROW of way line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), said point being the southerly corner of said 2,995 square foot (Tract 1), for the southerly corner of the herein described parcel and from which point a 1/2 inch iron rod found, for the northwesterly corner of the remainder of Lot 17 of said LIVE OAK RANCH Subdivision, same point being the southwesterly corner of the remainder of said Lot 18 bears, with said existing easterly ROW line of Bagdad Road, along a curve to the right, having a delta angle of 00°16'31", a radius of 1,563.00 feet, an arc length of 7.51 feet and a chord which bears S 05°50'25" E, for a distance of 7.51 feet, to a calculated point of tangency, and S 06°01'46" E for a distance of 174.66 feet;

2) **THENCE,** with the westerly boundary line of said 2,995 square foot tract, with a curve to the left, having a delta angle of **08°25'01",** a radius of **1,563.00** feet, an arc length of **299.61** feet and a chord which bears **N 10°11'11" W,** for a distance of **229.40** feet, to a 1/2 inch iron rod found for point of non-tangency, said point being the northwesterly corner of said 2,995 acre (Tract 1), for the northwesterly corner of the herein described tract;

3) **THENCE, N 68°08'06" E,** with the northerly boundary line of said 2,995 acre (Tract 1), for a distance of **32.43** feet to the **POINT OF BEGINNING**, containing 0.069 acres (2,998 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances hereon are surface values represented in US Survey Feet, based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

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

I do hereby certify that the property described herein was determined by a survey made on the ground under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. No. 4933 from June 2020 to December 2021.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 10th of July, 2023, A.D.

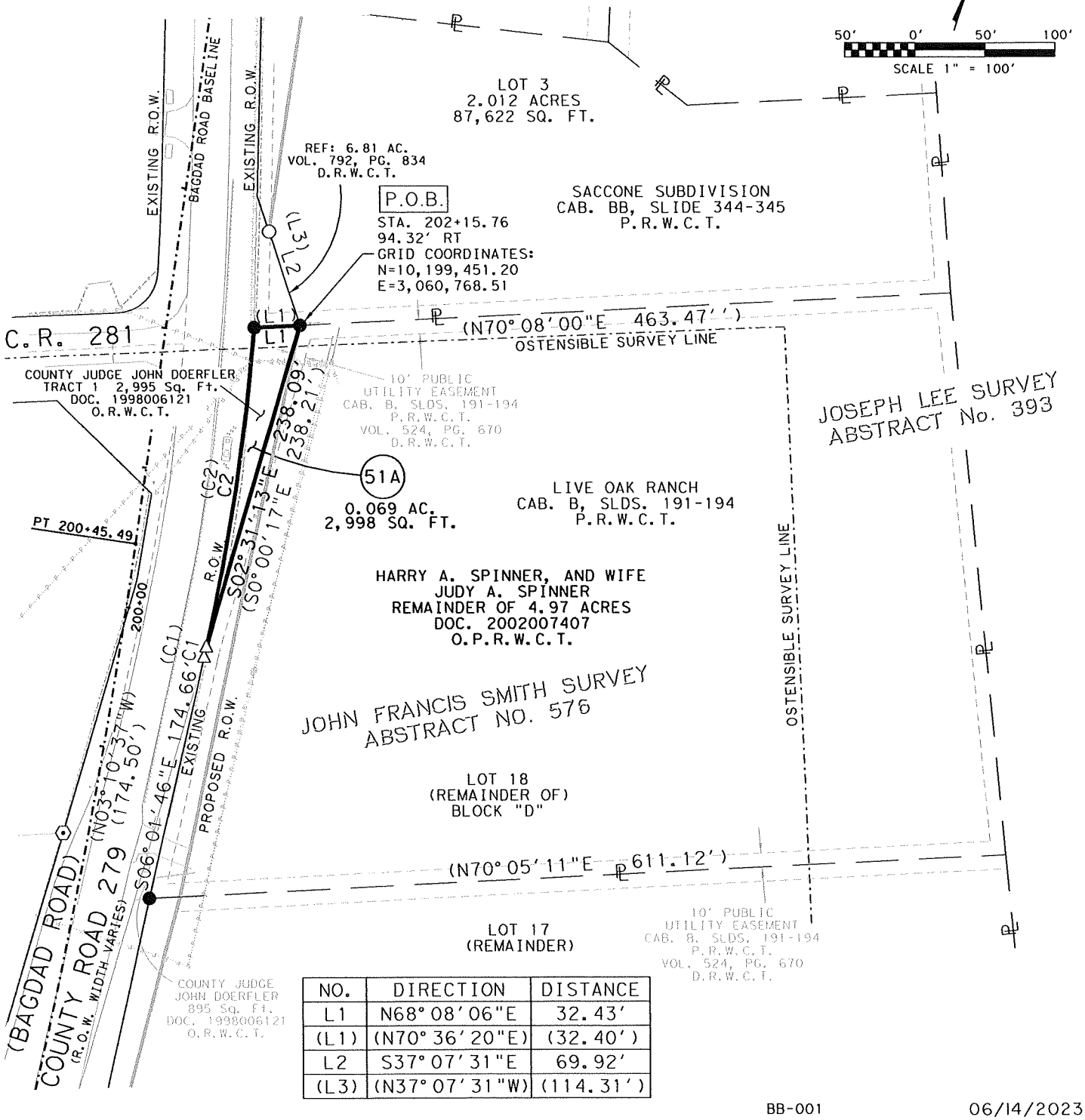
INLAND GEODETICS

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
BB-001

EXHIBIT " B "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 00° 16' 31" | 1,563.00' | 7.51' | 7.51' | S05° 50' 25"E |
| (C1) | | (1,563.00') | (7.41') | (7.41') | (N03° 18' 46'W) |
| C2 | 08° 25' 01" | 1,563.00' | 299.61' | 229.40' | N10° 11' 11"W |
| (C2) | | (1,563.00') | (299.70') | (229.50') | (N07° 39' 32'W) |




| NO. | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N68° 08' 06"E | 32.43' |
| (L1) | (N70° 36' 20"E) | (32.40') |
| L2 | S37° 07' 31"E | 69.92' |
| (L3) | (N37° 07' 31"W) | (114.31') |

BB-001 06/14/2023


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


PARCEL PLAT SHOWING PROPERTY OF

## HARRY A. SPINNER, AND WIFE JUDY A. SPINNER

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | BAGDAD ROAD | WILLIAMSON |

PARCEL 51A
0.069 ACRES
2,998 Sq. Ft.



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 51A-SPINNER\PARCEL 51A-SPINNER.DGN

EXHIBIT " B "

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

| | | | |
|---|---|---|---|
| ● | ½" IRON ROD FOUND UNLESS NOTED | ( ) | RECORD INFORMATION |
| ⊙ | IRON ROD FOUND W/PLASTIC CAP | ⌐⌙ | LINE BREAK |
| ◉ | ½" IRON PIPE FOUND UNLESS NOTED | ⌐⌙ | DENOTES COMMON OWNERSHIP |
| ◉ | IRON ROD FOUND W/ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" FOUND | P.O.B. | POINT OF BEGINNING |
| | | N.T.S. | NOT TO SCALE |
| △ | CALCULATED POINT | D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| ○ | IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE) | O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| | | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| ℄ | PROPERTY LINE | | |

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00014

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165847, ISSUED BY TEXAS NATIONAL TITLE, INC. EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 191, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO; VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. A 10 FOOT UTILITY EASEMENT RESERVED ALONG EACH SIDE OF EACH PROPERTY LINE, AS STATED ON THE PLAT OF RECORD IN CABINET B, SLIDE 191, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN, AND AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. A POWER LINE TRAVERSING ALONG A PORTION OF THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM EASEMENT AS DESCRIBED IN VOLUME 524, PAGE 670, AFFECTS AS SHOWN, AND VOLUME 743, PAGE 588, FROM ITS DESCRIPTION CAN NOT BE LOCATED, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

6. AN UNRECORDED TELEPHONE/BURIED CABLE EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 627, PAGE 722, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

7. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 536, PAGE 386 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

8. AFFIDAVIT REGARDING CONTINUOUS USE OF ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2014075798, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN JOINT USE ACCESS EASEMENT AND MAINTENANCE AGREEMENT OF RECORD IN DOCUMENT NO. 2014075799, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

13. ROAD ASSESSMENT AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

07-10-2023

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

BB-001 06/14/2023

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

PARCEL PLAT SHOWING PROPERTY OF

## HARRY A. SPINNER, AND WIFE JUDY A. SPINNER

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 100' | BAGDAD ROAD | WILLIAMSON |

PARCEL 51A
0.069 ACRES
2,998 Sq. Ft.



S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 51A-SPINNER\PARCEL 51A-SPINNER.DGN

Exhibit "C"

Parcel 51

**DEED**

County Road 279 @ Bagdad Rd. Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **HARRY A. SPINNER and JUDY A. SPINNER**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.131 acre (5,698 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, and the John Francis Smith Survey, Abstract No. 576, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 51**);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2023.

*[signature pages follow]*

**GRANTOR:**

_____

Harry A. Spinner

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Harry A. Spinner, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

**GRANTOR:**

_____

Judy A. Spinner

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Judy A. Spinner in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**GRANTOR:**

_____
Harry A. Spinner

_____
Judy A. Spinner

**ACKNOWLEDGMENTS**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Harry A. Spinner, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Judy Spinner, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

Exhibit "D"

# Deed without Warranty

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: _____, 2023

Grantor: Harry A. Spinner and Judy A. Spinner

Grantor's Mailing Address:

4072 N Bagdad Road
Leander, Texas 78641

Grantee: Williamson County, Texas

Grantee's Mailing Address:

Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

Consideration:

TEN DOLLARS AND NO/100 ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements): All of that certain 0.069 (2,998 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, and the John Francis Smith Survey, Abstract No. 576, both in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 51A**).

Reservations from Conveyance: None.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

When the context requires, singular nouns and pronouns include the plural.

**Prepared in the offices of:**

Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, Texas 78664

**After recording, please return to:**

Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, Texas 78664

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 08/08/2023

Hear presentation on 2023-2024 budget recommendations

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

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Hear presentation from the Budget Officer on the 2023-2024 recommended budget.

**Background**

---

**Fiscal Impact**

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

**Attachments**

FY24 Budget Presentation

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/02/2023 03:53 PM |
| Form Started By: Ashlie Holladay | | Started On: 07/11/2023 11:42 AM |
| Final Approval Date: 08/02/2023 | | |

# FY2024 Expenditure Recommendations

BUDGET OFFICE

AUGUST 8, 2023

# Budget Process / Timeline of Events

| 2023 Adopted Budget | 2024 Requested Budget | 2024 Recommended Budget | Change from Previous Year |
|---|---|---|---|
| $282,468,650 | *$326,575,489 | $312,600,922 | $30.1M or ~ 10.6% |

# FY24 General Fund Budget

*Requested does not include compensation increases

# FY24 General Fund Operating Highlights

| | |
|---|---|
| Carryover (FY22 and FY23) | $4,700,000 |
| Long Range Transportation Plan | $7,000,000 |
| Capital Improvement Projects | $16,200,000 |
| Liberty Hill EMS Station | $828,000 |

# Operating Highlights Continued…

## FACILITIES

Jail – Employee Breakroom $235K

SO – Ceiling/Tile/Lighting $250K

JJC – Jury/Employee Restroom $400K

## TECHNOLOGY

Camera Replacement $325K

DEMS Storage $1.7M

Southwest Regional Park $880K

# Investments in County Workforce

FY24 GENERAL FUND

New Personnel

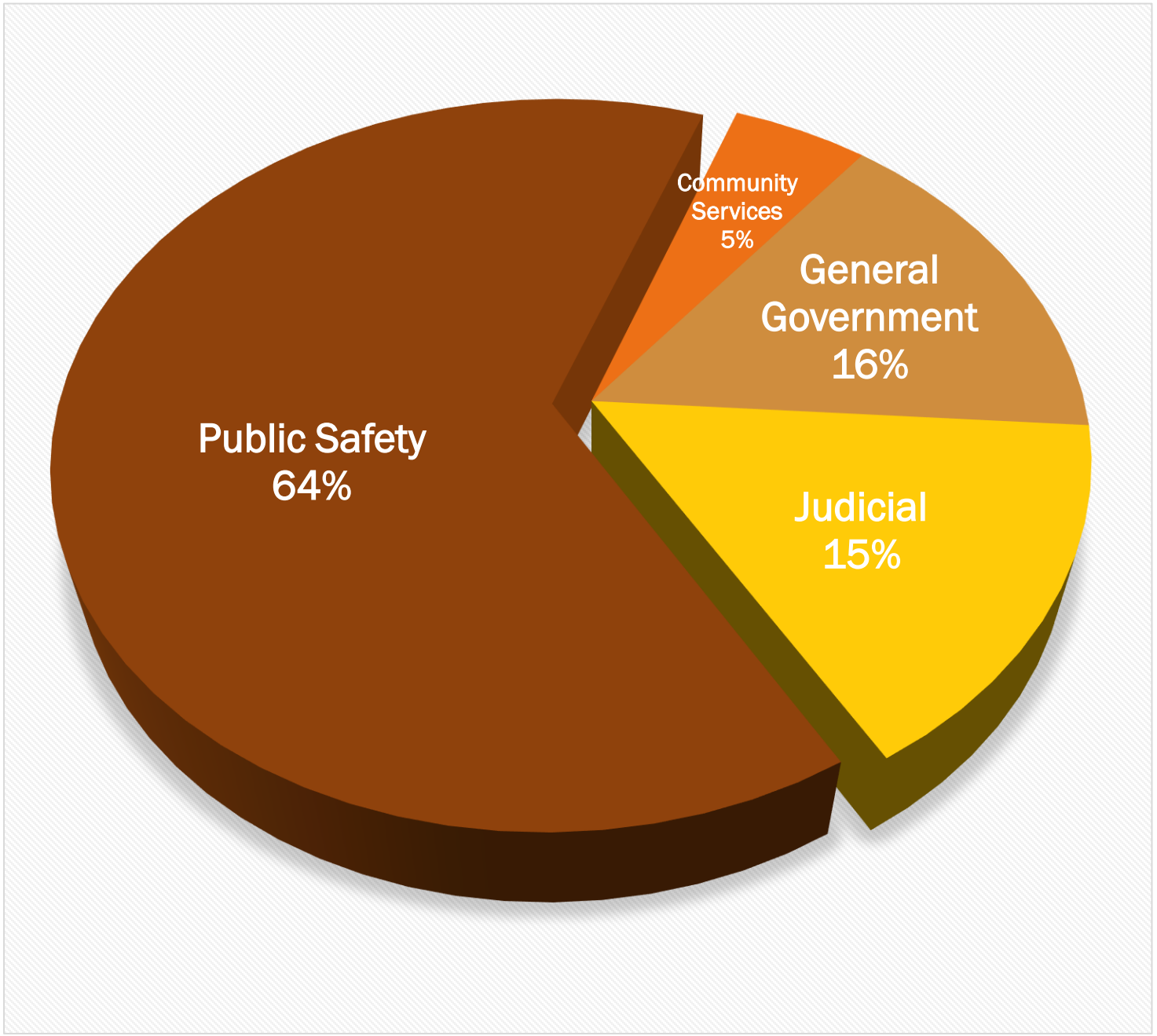
**REQUESTED:**

| | |
|---|---|
| 119 FTEs Requested | $16M |
| 2 Part-Time to Full-Time | $ 42K |

**RECOMMENDED:**

| | |
|---|---|
| 36 FTEs Recommended | $ 4.4 M |
| 2 Part-Time to Full-Time | $ 42K |

# Recommended Positions by Category / Function



# Investments in County Workforce (continued)

FY24 GENERAL FUND

COMPENSATION

## LAW ENFORCEMENT

- Step Increase to L&C Chart $ 887K

## CIVILIANS

- MERIT (4%) $ 3.5 M

# Investments in County Workforce (continued)

FY24 GENERAL FUND

## RETIREMENT

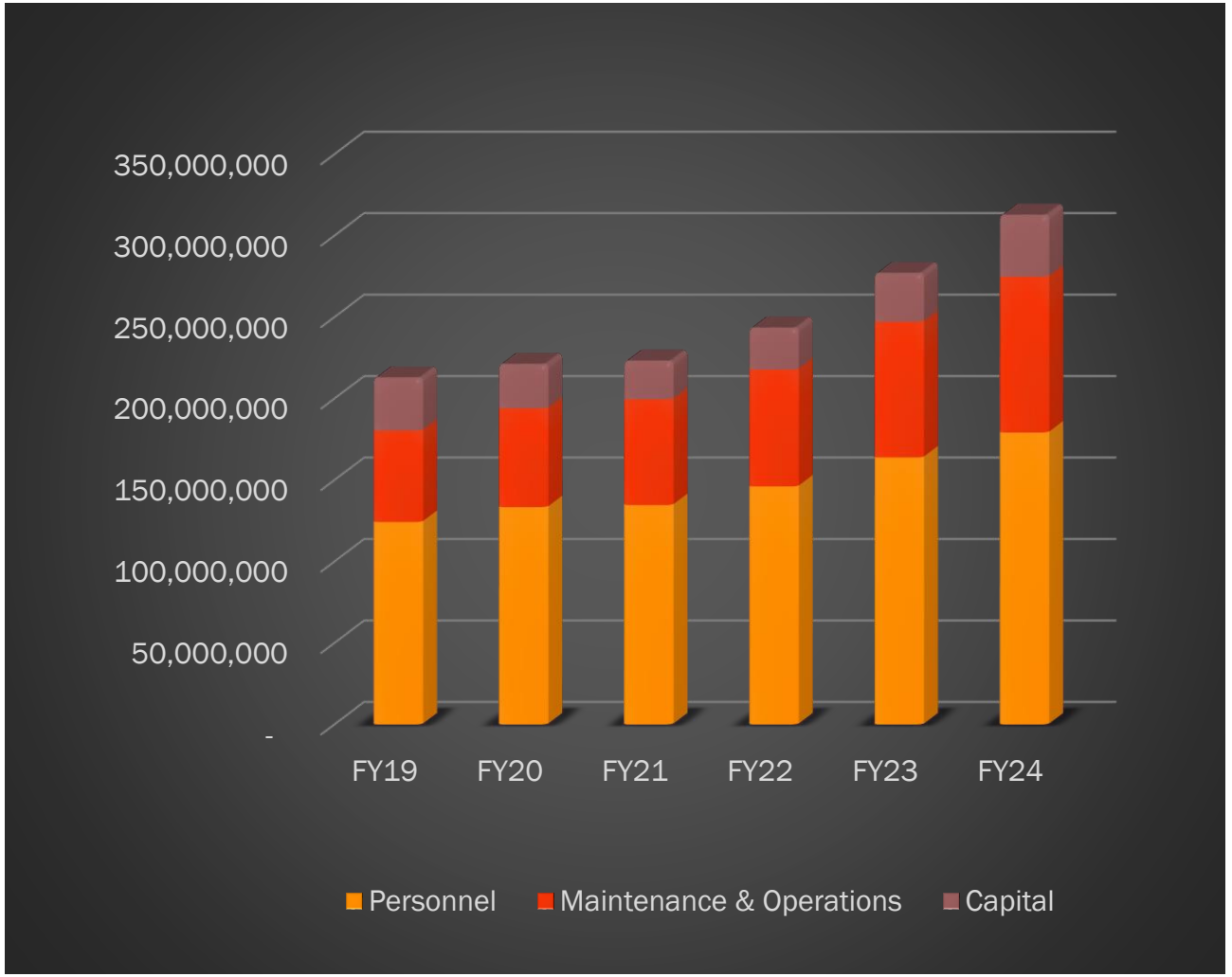
- Current Rate 15.54% + Lump Sum
- Proposed Rate 16.05%
- Current Cost $21M

## INSURANCE

- $10,128 PER FT POSITION
- $9,600 PER FT POSITION
- Current Cost $16M

# FY 24 General Fund – Budget History

*FY24 is Proposed Only and Not Final Until Adoption by the Commissioners Court on August 29th, 2023*



# FY 24 Road & Bridge Fund Budget

FY 24 Requested $77,069,486

Adopted FY 23 $57,947,339

FY 24 Recommended $60,324,438

*An increase of 4.1%*

# FY 24 Road & Bridge Fund
# New Personnel

## REQUESTED:

18 FTEs Requested  $2.9 M

## RECOMMENDED:

5  FTEs Recommended  $482 K

# FY 24 Road & Bridge Fund Compensation



- 4% MERIT $474K

*COMPENSATION*

- RETIREMENT
  15.54% → 16.05%
- INSURANCE
  $ 9,600

*FRINGE*

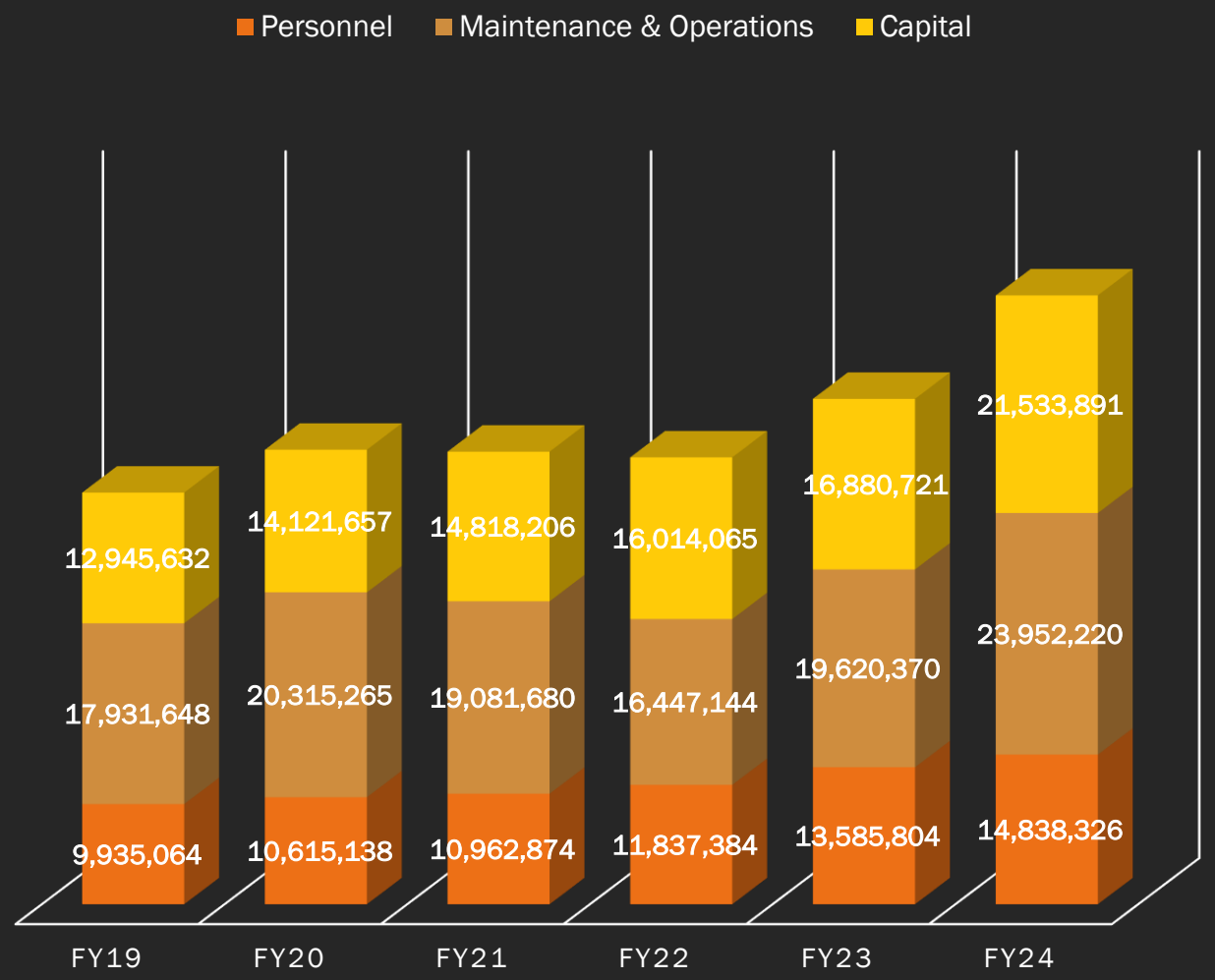
# FY 24 Road & Bridge Fund

**Highlights:**

| | |
|---|---|
| Long Range Transportation Plan | $ 5M |
| Heavy Equipment / Vehicle Replacement | $1.7M |
| Ongoing Capital Projects | $ 13.3M |

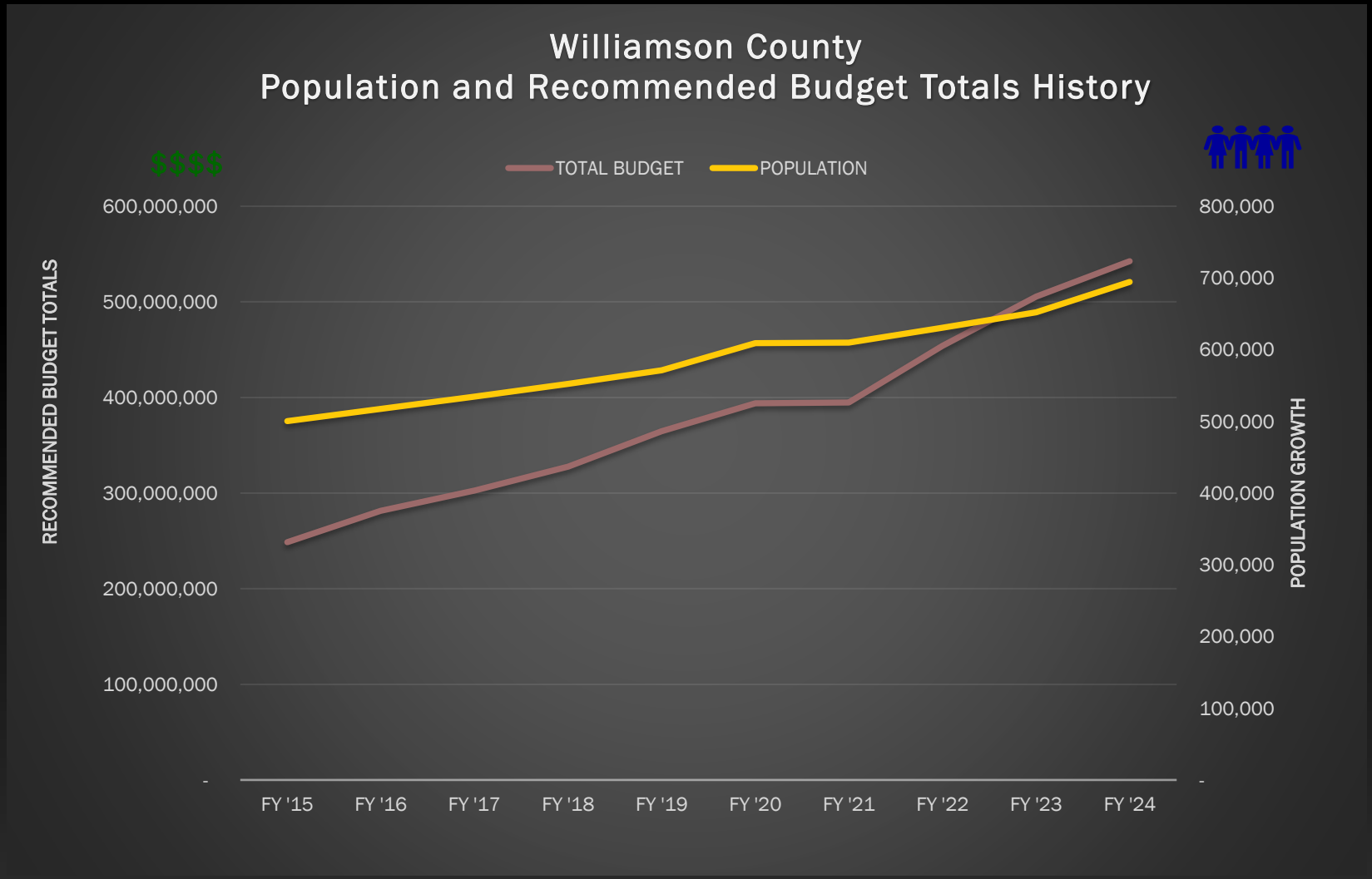
# FY 24 Road & Bridge Fund

*FY 24 is Proposed Only and Not Final Until August 29th, 2023*



# FY 24 Budget vs Population

**Population Totals as projected by the Texas Data Center*



# FY 24 Budget

*QUESTIONS / COMMENTS?*

Ashlie Holladay, Budget Officer

Budget Office, Williamson County

710 Main Street, Suite 101

Georgetown, Texas  78626

www.wilco.org

Phone: (512) 943-1550

Email:  ashlie.holladay@wilco.org

**Commissioners Court - Regular Session** **52.**

**Meeting Date:** 08/08/2023

Hear a presentation on the 2023 Williamson County no-new-revenue and voter-approval tax rate calculations.

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

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

---

## Information

### Agenda Item

Hear a presentation on the 2023 Williamson County no-new-revenue and voter-approval tax rate calculations as presented by Larry Gaddes, Williamson County Tax Assessor/Collector.

### Background

Presentation to the Commissioners Court of the no-new-revenue and voter-approval tax rates.

---

## Fiscal Impact

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

## Attachments

2023 NNR and VAR Tax Rates

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Tax Assessor (Originator) | Larry Gaddes | 08/03/2023 11:22 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:27 AM |
| Form Started By: Maritza Aragon | | Started On: 07/19/2023 12:14 PM |
| Final Approval Date: 08/03/2023 | | |

# No-New-Revenue and Voter-Approval Tax Rates

Tax Year 2023

- Current Tax Rate
  - **$0.375608**
- No-New-Revenue Rate
  - **$0.350342**
- Voter-Approval Rate
  - **$0.379282**

# Questions?

**Larry Gaddes**
**Williamson County**
**Tax Assessor/Collector**

**Commissioners Court - Regular Session** **53.**

**Meeting Date:** 08/08/2023

2023-2024 Fiscal Year Revenue Estimates Presentation

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss and hear presentation from the County Auditor's Office regarding Revenue estimates for the 2023-2024 Fiscal Year Budget.

**Background**

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**Fiscal Impact**

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

**Attachments**

Revenue Estimates

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:27 AM |
| Form Started By: Julie Kiley | | Started On: 08/02/2023 05:21 PM |
| Final Approval Date: 08/03/2023 | | |

# 2024 REVENUE ESTIMATES

| | | No New Revenue Rate | Current Rate |
|---|---|---|---|
| | | 0.350342 | 0.375608 |
| | | (0.181301/$100) | (0.204216/$100) |
| General Fund | Tax Levy | $219,717,805 | $246,021,990 |
| | Other Revenue | $56,696,437 | $56,696,437 |
| | | $276,414,242 | $302,718,427 |
| | | (0.035141/$100) | (0.037492/$100) |
| Road & Bridge | Tax Levy | $43,917,136 | $46,577,457 |
| | Other Revenue | $10,591,900 | $10,591,900 |
| | | $54,509,036 | $57,169,357 |
| | | (0.133900/$100) | (0.133900/$100) |
| Debt Service | Tax Levy | $162,272,762 | $161,311,281 |
| | Other Revenue | $1,413,253 | $1,413,253 |
| | Transfer – Pass Through Fund | $8,542,703 | $9,504,184 |
| | | $172,228,718 | $172,228,718 |

# 2024 REVENUE ESTIMATES

| | | Recommended Rate | Voter Approval Rate |
|---|---|---|---|
| | | 0.375608 | 0.379282 |
| | | (0.199216/$100) | (0.208957/$100) |
| General Fund | Tax Levy | $240,293,761 | $251,448,150 |
| | Other Revenue | $56,696,437 | $56,696,437 |
| | | $296,990,198 | $308,144,587 |
| | | (0.042492/$100) | (0.036425/$100) |
| Road & Bridge | Tax Levy | $52,235,307 | $43,570,072 |
| | Other Revenue | $10,591,900 | $10,591,900 |
| | | $62,827,207 | $54,161,972 |
| | | (0.133900/$100) | (0.133900/$100) |
| Debt Service | Tax Levy | $161,509,791 | $161,128,401 |
| | Other Revenue | $1,413,253 | $1,413,253 |
| | Transfer – Pass Through Fund | $9,305,674 | $9,687,064 |
| | | $172,228,718 | $172,228,718 |

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 08/08/2023

Proposed maximum TOTAL tax rate for Williamson County and RFM for tax year 2023

**Submitted For:** Larry Gaddes

**Submitted By:** Maritza Aragon, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action to include a record vote on a proposed TOTAL maximum tax rate for Williamson County and R/FM for the tax year 2023.

### Background

Take a record vote on a TOTAL proposed tax rate for the 2023 tax year. The proposed rate is the sum of M&O, I&S, and R/FM. You do not need to discuss or vote on the individual rates. The current total tax rate is $0.375608.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Tax Assessor (Originator) | Larry Gaddes | 08/03/2023 11:22 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:27 AM |
| Form Started By: Maritza Aragon | | Started On: 07/19/2023 12:48 PM |
| Final Approval Date: 08/03/2023 | | |

**Commissioners Court - Regular Session** **55.**

**Meeting Date:** 08/08/2023

Discuss consider and take appropriate action on scheduling a date to hold a public hearing prior to the adoption of the 2023 tax rate.

**Submitted For:** Larry Gaddes

**Submitted By:** Maritza Aragon, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on scheduling a date and time to hold a public hearing on the proposed tax rate if the proposed maximum TOTAL tax rate exceeds the total no-new-revenue rate of $0.350342.

**Background**

If the proposed 2023 total tax rate for GWI and RFM exceeds the no-new-revenue rate of $0.350342, the court is required to hold a public hearing prior to adopting the tax rate.

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Tax Assessor (Originator) | Larry Gaddes | 08/03/2023 11:33 AM |
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:34 AM |
| Form Started By: Maritza Aragon | | Started On: 07/19/2023 12:52 PM |
| Final Approval Date: 08/03/2023 | | |

**Meeting Date:** 08/08/2023
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 Ronald Reagan Widening.
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
q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
r) Discuss the acquisition of right of way for CR 314.

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 |
|---|---|---|---|

**Attachments**

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:44 AM |
| Form Started By: Charlie Crossfield | | Started On: 08/02/2023 03:20 PM |
| Final Approval Date: 08/03/2023 | | |

**Commissioners Court - Regular Session** **57.**

**Meeting Date:** 08/08/2023

Executive Session

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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 World
b) Project Mellencamp
c) Project Corgi
d) Project Anniversary
e) Project Glee
f) Project Skyfall
g) Project Stamper
h) Project Soul Train
i) Project Dragon

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 08/03/2023 11:45 AM |
| Form Started By: Charlie Crossfield | | Started On: 08/02/2023 03:20 PM |
| Final Approval Date: 08/03/2023 | | |