

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 15, 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 – 29)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004161	Child Crt.Appt. Atty	20,000.00
To	0100-0425-004134	Misd. Court Appts	20,000.00
From	0100-0425-004163	Non-Custodial Mother-Crt Appt	9,000.00
To	0100-0425-004120	Competency Hearings	9,000.00

4. Discuss, consider and take appropriate action on a line item transfer for Purchasing Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0494.003005	Office Furniture	\$1,300.00
From	0100.0494.003120	Printer Supplies	\$700.00
To	0100.0494.004310	Advertising - Statutory	\$2,000.00

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
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From	0545.0545.004500	Maintenance Contracts	\$1,000.00
From	0545.0545.003200	Medical Supplies	\$2,000.00
To	0545.0545.004975	Animal Medical Care	\$3,000.00

6. Discuss, consider and take appropriate action on a line item transfer for the Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.004100	Professional Services	\$2,200.00
TO:	0100.0560.004500	Maintenance Services	\$2,200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004100	Professional Services	\$975.00
To	0100.0570.004208	Internet Cloud	\$975.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004100	Professional Services	\$1,000.00
To	0100.0570.003306	Food Services	\$1,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment	\$2,000.00
To	0100.0570.003306	Food Services	\$2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	\$5,000.00
To	0100.0509.003005	Office Furniture	\$5,000.00

11. Discuss, consider and take appropriate action on a line item transfer for On-Site Sewage Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$8,000.00
TO	0100-0661-004541	OSSF/Vehicle Repair/Maint	\$8,000.00

12. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
13. Discuss, consider, and take appropriate action on increasing jury funds to the following amounts:
District Clerk - \$35,000, County Clerk - \$15,000, JP #1 – \$2,000, JP #2 – \$2,000, JP #3 - \$5,000, JP #4 – \$4,000.
14. Discuss, consider, and take appropriate action on approving property tax collections for the month of July 2023 for the Williamson County Tax Assessor/Collector.
15. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, July 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
16. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, July 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
17. Discuss, consider, and take appropriate action on adding the Williamson County Children's Advocacy Center, Inc. and Williamson County Crisis Center D/B/A Hope Alliance, both being Texas nonprofit corporations, as entities that Williamson County Jurors may donate their juror's daily reimbursement amounts to beginning on September 1, 2023 (Local Government Code Section 61.003).
18. Discuss, consider and take appropriate action on approving the FY24 CSCD (Adult Probation) CSR Memorandum of Understanding.
19. Discuss, consider and take appropriate action on approving the FY24 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.
20. Discuss, consider and take appropriate action on approving the FY24 CSCD (Adult Probation) Collection of Fines and Fees Memorandum of Understanding.
21. Discuss, consider, and take appropriate action on approving the Contract Terms Acknowledgment #2023257 between Williamson County and Vigilant Solutions, LLC., pursuant to GSA contract #GS-07F-0031W.
22. Discuss, consider and take appropriate action on ratification and approval of the Letter of Intent and purchase of four (4) 2023 Dodge Chargers from Cameron Country Dodge for the Williamson County Sheriff's Office with Purchase Order #183948, in the amount of \$197,000.00, per Tarrant County Cooperative Contract #2023-016.
23. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County Municipal Utility District #12 (Rancho Sienna) for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.
24. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Bazard LLC dba ASB Cycling for off duty contracting of County Sheriff Deputies to be effective January 1, 2024. (Rosedale Foundation annual bike ride thru Williamson & Travis Counties & TX Mamma Jamma Ride throughout Williamson County both in 2024).

25. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Hart InterCivic for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (3800 Quick Hill Rd.).
26. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Saratoga Homes of Texas for off duty contracting of County Sheriff Deputies to be effective August 15, 2023. (Morning Star-Georgetown/Butler Farm-Liberty Hill).
27. Discuss, consider and take appropriate action on approving the first Extension Agreement between 5-F Mechanical and Williamson County for 2022140 HVAC and Plumbing Maintenance Services, for the same terms and conditions as the existing contract but with a price increase on some items and a price decrease on others, as shown on attached documentation and spreadsheet, pursuant to BuyBoard Co-Operative Contract #638-21 and authorizing the execution of the agreement.
28. Discuss, consider and take appropriate action on accepting a report from J. T. Vaughn Construction, Change Order No. 2 for the ESOC Operations Floor Consoles project (P625) for a time extension of 55 days. Funding Source is P625.
29. Discuss, consider and take appropriate action on a report from Chasco Constructors, Change Order No. 8 for the Expo Storm Repairs project (P562) for \$62,584. Funding Source is P562.

REGULAR AGENDA

30. Discuss, consider and take appropriate action regarding "Order Authorizing the Defeasance and Redemption of Certain of the County's Outstanding Unlimited Tax Road Bonds, Series 2015 and Combination Tax and Revenue Certificates of Obligation, Series 2015"
31. Consider, discuss, and take appropriate action on recognizing Adam Bryant, outgoing President of Emergency Services District #1 Board of Commissioners, for his 17-year commitment of service to ESD #1.
32. Discuss, consider, and take appropriate action on a proclamation recognizing National Fentanyl Awareness and Prevention Day on August 21, 2023.
33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Pretrial Intervention Program Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0364.0000.351000	Pymt by Program Participants	\$65,500.00

34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Pretrial Intervention Program Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
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	0364.0475.004100	Professional Services	\$65,500.00
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35. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for non-departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	0100.0409.004987	Disaster Relief	\$4,672,642.67

36. Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Williamson County Radio Communications System Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	0507.0507.004987	Disaster Relief	\$25,000.00

37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional revenues for the Radio Communication System fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0000.364100	Insurance Proceeds	\$139,671.15

38. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Radio Communications System Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.004987	Disaster Relief	\$139,671.15

39. Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2023, Local Solicitation.
40. Discuss, consider, and take appropriate action on approving the service contract #2023258 for tinted insulated windows at the Children's Advocacy Center by Russell Glass Company, in the amount of \$11,236.31 and authorizing the execution of this agreement.
41. Receive the August 2023 Construction Summary Report and PowerPoint Presentation.
42. Discuss, consider, and take appropriate action on awarding RFSQ #23RFSQ53 Engineering Services for Development of Schematics and Possible Design of Corridor A2 from FM 3349 to SH 95 to LJA Engineering in the not-to-exceed amount of One-Million, Seven Hundred Thousand Dollars, \$1,700,000.00 and authorizing execution of the contract. Funding source is P628.

43. Discuss, consider, and take appropriate action on approving a LTP transfer per HNTB, to close P601 (FM 973 Corridor Planning) and move \$2,000,000 to P628 (Corridor A2 FM 3349 to SH 95) and \$767,647.70 to P629 (Corridor K SH 195 from IH-35 to Corridor E). Also, to transfer 2,000,000 from P459 (Corridor C) to P629 (Corridor K SH 195 from IH-35 to Corridor E).
44. Discuss, consider and take appropriate action on a letter agreement with the SCR Property Owners Association for 252 square feet of right of way needed on the Bagdad Rd. project (Parcel 43). Funding Source: Road Bond P343
45. Discuss, consider and take appropriate action on a purchase contract with Rio Ranch Texas, LLC for 0.534 acres (Block A Lot 16) needed as right of way on the Ronald Reagan Widening project (Parcel 16). Funding Source: Road Bonds P336
46. Discuss, consider and take appropriate action on a Resolution with TxDOT for a locally funded Improvement Project (on-system) which will allow for the design and construction of intersection and operational improvements including the addition of a traffic signal at FM 3405 and Ronald Reagan Blvd and additional pavement of approximately 465' for right turn lanes on FM 3405 both EB & WB to Ronald Reagan Blvd, in Williamson County, Texas. Funding Source: Road Bonds P336
47. Discuss, consider and take appropriate action on a Local On-System Agreement (LOSA) with TxDOT for a locally funded Improvement Project which will allow for the design and construction of intersection and operational improvements including the addition of a traffic signal at FM 3405 and Ronald Reagan Blvd and additional pavement of approximately 465' for right turn lanes on FM 3405 both EB & WB to Ronald Reagan Blvd, in Williamson County, Texas. Funding Road Bonds P336
48. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.146 acres) required for the construction of CR 255. (Big Oaks Village LLC/ Parcel 20) Funding Source: TANS P588
49. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.594 acres) required for the construction of CR 255. (Benjamin K. Perry/ Parcel 25) Funding Source: TANS P588
50. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.234 acres) required for the construction of CR 255. (GB Farms, LLC/ Parcel 50) Funding Source: TANS P588
51. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.081 acres) required for the construction of CR 255. (Larry D. Kemp/ Parcel 52) Funding Source: TANS P588
52. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.891 acres) required for the construction of CR 255. (Marcelo Vera / Parcel 54) Funding Source: TANS P588
53. FY24 Budget Workshop - Discuss, consider and take appropriate action on the Budget Officer's 2023-2024 recommended budget.

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)."

54. 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

55. 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
- j) Project Scrabble

56. 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. Hurdsmen, #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:

1. Property damage and personal injury claims from Emkay, Inc. and Helmsman Management Services, Inc. for vehicle incident occurring on or about 01/09/2023 at Hwy 29 near Patriot Way.

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.

57. 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).
58. 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).
59. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

60. Discuss and take appropriate action concerning economic development.
61. Discuss and take appropriate action concerning real estate.
62. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
 - a. General:**
 1. Litigation or claims or potential litigation or claims against the County or by the County
 2. Status Update-Pending Cases or Claims
 3. Employee/personnel related matters
 4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - b. Litigation:**

1. Cause No. 19-0850-C368; County of Williamson 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. Hurdsmen, #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:

1. Property damage and personal injury claims from Emkay, Inc. and Helmsman Management Services, Inc. for vehicle incident occurring on or about 01/09/2023 at Hwy 29 near Patriot Way.

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.

63. 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.
64. Comments from Commissioners.
65. 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 11th day of August 2023 at 4:00 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:** 08/15/2023

LIT County Courts at Law

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

Information**Agenda Item**

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

Background

Additional funds are needed for competency hearings and misdemeanor criminal appointments.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004161	Child Crt.Appt. Atty	20,000.00
To	0100-0425-004134	Misd. Court Appts	20,000.00
From	0100-0425-004163	Non-Custodial Mother-Crt Appt	9,000.00
To	0100-0425-004120	Competency Hearings	9,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/09/2023 03:59 PM

08/10/2023 07:22 AM

Started On: 08/09/2023 02:19 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 08/15/2023

Line-item transfer to cover Legal Advertisement expenses for Purchasing Department

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This Line Item Transfer covers Legal Advertisement requirements for solicitations. In addition to the cost per advertisement going up, adding additional language for pre-bid meetings and having to re-issue several solicitations after not receiving any bids, this is to cover the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0494.003005	Office Furniture	\$1,300.00
From	0100.0494.003120	Printer Supplies	\$700.00
To	0100.0494.004310	Advertising - Statutory	\$2,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Budget Office

Reviewed By

Joy Simonton
Becky Pruitt
Saira Hernandez

Date

08/09/2023 03:56 PM
08/09/2023 04:00 PM
08/10/2023 07:22 AM
Started On: 08/09/2023 03:06 PM

Form Started By: Kerstin Hancock
Final Approval Date: 08/10/2023

Commissioners Court - Regular Session**5.****Meeting Date:** 08/15/2023

Animal Shelter Line Item Transfer

Submitted For: Misty Valenta**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 due to injuries. In addition, these supplies continue to increase. We need to move funds into 4975 in order to cover these costs. We propose to move \$1,000 from 4500 and \$2,000 from 3200. This would give 4975 \$3,000 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	0545.0545.004500	Maintenance Contracts	\$1,000.00
From	0545.0545.003200	Medical Supplies	\$2,000.00
To	0545.0545.004975	Animal Medical Care	\$3,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Misty Valenta

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/07/2023 12:20 PM

08/10/2023 07:22 AM

Started On: 08/07/2023 10:13 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 08/15/2023

LIT to Maintenance Services for County Sheriff

Submitted For: Mike Gleason**Submitted By:** Virginia Johnson, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

A line item transfer is requested to cover the shortfall in Maintenance Services due to insufficient funds to cover cost for Annual CSI360 Crime Scene Reconstruction software license renewal/maintenance. Renewal period is Sept 2023 - Aug 2023. Please direct questions to Virginia Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.004100	Professional Services	\$2,200.00
TO:	0100.0560.004500	Maintenance Services	\$2,200.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Virginia Johnson

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 08:30 AM

Started On: 08/09/2023 03:43 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 08/15/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason**Submitted By:** Abigail Dass, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is being requested to cover shortfall in Internet Cloud line item to cover the additional cost for Medical Billing Software, Indigent Healthcare Solutions.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004100	Professional Services	\$975.00
To	0100.0570.004208	Internet Cloud	\$975.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/10/2023 12:25 PM

08/10/2023 12:32 PM

Started On: 08/10/2023 11:12 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 08/15/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason**Submitted By:** Abigail Dass, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is being requested to cover shortfall in Food Services to pay invoices for Inmates Meals.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004100	Professional Services	\$1,000.00
To	0100.0570.003306	Food Services	\$1,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/10/2023 12:26 PM

08/10/2023 12:32 PM

Started On: 08/10/2023 11:25 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 08/15/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason**Submitted By:** Abigail Dass, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is being requested to cover shortfall in Food Services to pay invoices for Inmates Meals.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003010	Computer Equipment	\$2,000.00
To	0100.0570.003306	Food Services	\$2,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/10/2023 12:26 PM

08/10/2023 12:32 PM

Started On: 08/10/2023 11:33 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 08/15/2023

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 conference room chairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003105	Paper Supplies	\$5,000.00
To	0100.0509.003005	Office Furniture	\$5,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/07/2023 12:19 PM

08/10/2023 07:22 AM

Started On: 08/07/2023 08:29 AM

Commissioners Court - Regular Session**11.****Meeting Date:** 08/15/2023

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for On-Site Sewage Facilities.

Background

The OSSF office has experienced a transmission failure on unit #6B1845. This unit is a 2018 with many years of life left and has been recommended for repair by Fleet and Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$8,000.00
TO	0100-0661-004541	OSSF/Vehicle Repair/Maint	\$8,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

08/09/2023 12:48 PM

Started On: 08/09/2023 09:14 AM

Commissioners Court - Regular Session**12.****Meeting Date:** 08/15/2023

Compensation Item

Submitted By: Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Merit LIT

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 08/09/2023

Reviewed By

Laura Drewry

Becky Pruitt

Date

08/09/2023 12:25 PM

08/09/2023 12:52 PM

Started On: 08/09/2023 12:07 PM

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0510	001130	1402.96	
01	0100	0510	001100		1402.96

Reverse 7.18 LIT for merit not given to PCN 1200

Reverse 7.18 LIT for merit not given to PCN 1200

Commissioners Court - Regular Session**13.****Meeting Date:** 08/15/2023

Jury Fund Increases

Submitted By: Jalyn Morris, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on increasing jury funds to the following amounts: District Clerk - \$35,000, County Clerk - \$15,000, JP #1 – \$2,000, JP #2 – \$2,000, JP #3 - \$5,000, JP #4 – \$4,000.

Background

HB 3474 and Commissioners Court action on August 8, 2023, increased juror pay for the first day of service from \$6 to \$20 and each consecutive day of service from \$40 to \$60. Additional funds are needed in the office to support this increase. The recommended increases were agreed upon by each office and the Auditor's office.

District Clerk – increase from \$25,000 to \$35,000

County Clerk - increase from \$6,000 to \$15,000

JP #1 - increase from \$1,000 to \$2,000

JP #2 – increase from \$800 to \$2,000

JP #3 – increase from \$2,500 to \$5,000

JP #4 - increase from \$2,000 to \$4,000

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jalyn Morris

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

08/09/2023 04:02 PM

Started On: 08/09/2023 06:57 AM

Commissioners Court - Regular Session**14.****Meeting Date:** 08/15/2023

Property Tax Collections – July 2023

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

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

070123-073123 GWI-RFM

070123-073123 GWI-RFM graph

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 10:23 AM

Started On: 08/10/2023 10:14 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
July 31, 2023

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	\$364,401,981.82	(\$2,629,078.49)	\$361,772,903.33	\$820,330.81	\$62,894.69	\$940.03	\$2,180,126.40	\$359,592,776.93	99.40%	99.60%	100.04%
2021 & Prior	\$2,757,006.07	(\$1,257,583.58)	\$1,499,422.49	(\$42,180.08)	\$9,514.70	\$96.33	\$2,113,448.80	(\$614,026.31)	-40.95%	-31.59%	
Rollbacks	\$1,546,478.67	\$716,608.88	\$2,263,087.55	\$0.00	\$0.00	\$0.00	\$235,086.50	\$2,028,001.05	89.61%	90.89%	
Total All	\$368,705,466.56	(\$3,170,053.19)	\$365,535,413.37	\$778,150.73	\$72,409.39	\$1,036.36	\$4,528,661.70	\$361,006,751.67	98.76%	99.01%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	\$41,753,188.87	(\$222,583.38)	\$41,530,605.49	\$110,584.70	\$7,141.92	\$104.15	\$250,713.95	\$41,279,891.54	99.40%	99.59%	99.99%
2021 & Prior	\$257,573.51	(\$111,274.13)	\$146,299.38	(\$2,086.44)	\$980.79	\$9.89	\$195,117.24	(\$48,817.86)	-33.37%	-23.86%	
Rollbacks	\$148,096.37	\$70,279.68	\$218,376.05	\$0.00	\$0.00	\$0.00	\$23,445.15	\$194,930.90	89.26%	90.55%	
Total All	\$42,158,858.75	(\$263,577.83)	\$41,895,280.92	\$108,498.26	\$8,122.71	\$114.04	\$469,276.34	\$41,426,004.58	98.88%	99.12%	

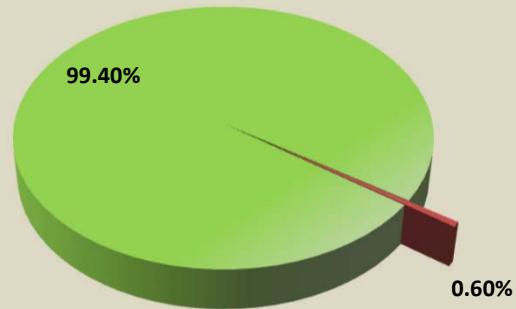
2022 COMBINED MONTHLY BREAKDOWN

Oct-22	\$410,864,325.31	\$47,641.67	\$410,911,966.98	\$9,167,294.87	\$23,265.66	\$54.78	\$401,744,617.33	\$9,167,349.65			
Nov-22	\$410,911,966.98	(\$235,128.28)	\$410,676,838.70	\$17,842,103.44	\$21,026.41	\$2,612.93	\$383,664,772.68	\$27,012,066.02			
Dec-22	\$410,676,838.70	(\$310,204.24)	\$410,366,634.46	\$217,472,967.79	\$19,518.63	(\$8.26)	\$165,881,608.91	\$244,485,025.55			
Jan-23	\$410,366,634.46	(\$6,050,897.97)	\$404,315,736.49	\$145,274,145.09	\$21,735.61	\$473.42	\$19,936,696.89	\$389,759,644.06			
Feb-23	\$404,315,736.49	(\$177,642.84)	\$404,138,093.65	\$6,186,726.74	\$281,389.73	(\$249,083.03)	\$13,821,410.34	\$395,697,287.77			
Mar-23	\$404,138,093.65	(\$940,846.99)	\$403,197,246.66	\$2,800,253.67	\$301,032.93	\$13.68	\$10,080,296.00	\$398,497,555.12			
Apr-23	\$403,197,246.66	\$160,285.07	\$403,357,531.73	\$1,157,591.33	\$112,973.96	\$77,261.81	\$9,005,727.93	\$399,732,408.26			
May-23	\$403,357,631.71	(\$555,371.19)	\$402,802,260.52	\$1,396,089.55	\$36,236.38	\$357.63	\$7,053,909.56	\$401,128,855.44			
Jun-23	\$402,802,260.52	(\$313,335.00)	\$402,488,925.52	\$416,101.93	\$94,858.83	(\$0.51)	\$6,324,473.14	\$401,544,956.86			
Jul-23	\$402,488,925.52	(\$438,735.71)	\$402,050,189.81	\$886,648.99	\$80,532.10	\$1,150.40	\$4,997,938.04	\$402,432,756.25			

Year to Date Collection Report Thru July 2023

YTD Collected YTD Uncollected

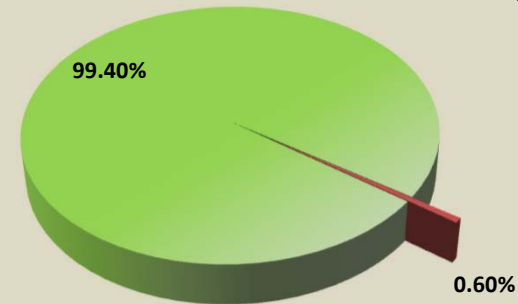
GWJ



Year to Date Collection Report Thru July 2023

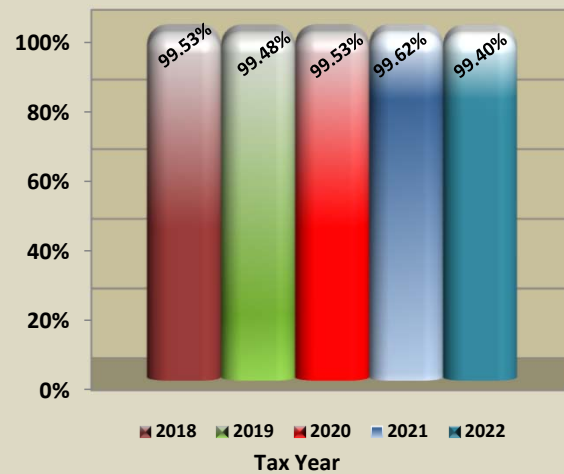
YTD Collected YTD Uncollected

RFM



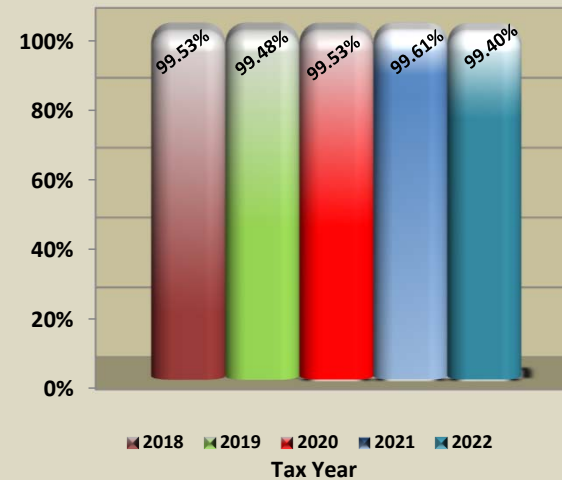
Percent of Roll Collected Comparison 2018-2022

GWJ



Percent of Roll Collected Comparison 2018-2022

RFM



Commissioners Court - Regular Session**15.****Meeting Date:** 08/15/2023

JP1 EOM JULY 2023

Submitted For: KT Musselman**Submitted By:** Misty Lamb, J.P. Pct. #1**Department:** J.P. Pct. #1**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP1 EOM JULY 2023

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Misty Lamb

Final Approval Date: 08/07/2023

Reviewed By

Becky Pruitt

Date

08/07/2023 12:21 PM

Started On: 08/07/2023 12:06 PM

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

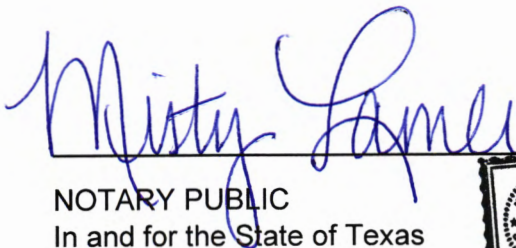
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

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



KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

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



NOTARY PUBLIC
In and for the State of Texas



DETAILED REPORT AVAILABLE THROUGH THE AUDITOR'S OFFICE

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL



OFFICIAL JUSTICE COURT MONTHLY REPORT

Month July Year 2023
County Williamson Pct. 1 Place Justice of the Peace

Judge K.T. Musselman

If new, date assumed office _____

Court Mailing Address 1801 East Old Settlers Blvd, Suite 100

City Round Rock, TX Zip 78664

Phone Number 512.244.8622

Fax Number 512.244.8602

Court's Public Email jp1@wilco.org

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

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

Prepared by Misty Lamb

Date 8/4/2023 Phone Number 512.244.8691

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

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

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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023 Case Categories: Criminal; Civil
Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	2,045.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	55.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	9,118.56
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	32,750.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	40.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-1-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-342860 - Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	56.14
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	15,768.50
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	2.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	867.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,404.24
0100 - General Fund Total:		62,111.44
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	3.00
0360 - Courthouse Security Fund Total:		3.00
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	1.00
0361 - JP Security Fund Total:		1.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,445.00
0370 - Alternate Dispute Resolution Fund Total:		1,445.00
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	4.00
0372 - Justice Court Technology Fund Total:		4.00
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	5.00
0373 - JP-1 Truancy Program Fund Total:		5.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023 Case Categories: Criminal; Civil
Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	6,218.83
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	714.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	67.61
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,108.62
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	73.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,375.00
0399 - State Agency Fund Total:		10,611.56
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	(150.00)
JP BOND Total:		(150.00)
Fee Totals for All Funds:		74,031.00

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023 Case Categories: Criminal; Civil
Locations: JP1

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	35.00	8	0.00	0	0.00	0	35.00	8
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	67.61	14	0.00	0	0.00	0	67.61	14
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	368.90	79	10.00	2	0.00	0	378.90	81
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	5,970.83	103	248.00	4	0.00	0	6,218.83	107
2020CDF	Compliance Dismissal Fine	150.00	15	0.00	0	0.00	0	150.00	15
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	103.14	11	0.00	0	0.00	0	103.14	11
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,348.24	103	56.00	4	0.00	0	1,404.24	107
2020LTF	Local Traffic Fine (TC 542.403)	126.52	44	0.00	0	0.00	0	126.52	44
2020STF	State Traffic Fine (TC 542.4031)	2,108.62	44	0.00	0	0.00	0	2,108.62	44
2020TPF	Time Payment Fee CCP 102.030	41.14	5	15.00	1	0.00	0	56.14	6
ADMIN	Administration Fee [CCP 102.072]	2.00	1	0.00	0	0.00	0	2.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	1,600.00	4	0.00	0	(1,750.00)	6	(150.00)	10
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	1
CCOP	Civil Copies	15.25	7	0.00	0	(1.00)	1	14.25	8
CERT	Certified Copy	5.00	2	0.00	0	0.00	0	5.00	2
CFINE	County Fine	14,347.50	83	1,421.00	6	0.00	0	15,768.50	89
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	1
CONT1	Constable Service Fee Pct #1	20,000.00	201	0.00	0	0.00	0	20,000.00	201
DDF	Deferred Disposition Fee	746.00	10	0.00	0	0.00	0	746.00	10
FNTC1	Child Safety Seat Fine Trauma Center	73.50	1	0.00	0	0.00	0	73.50	1
IDF	Indigent Defense Fee (LGC 133.107)	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	1
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	1
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023 Case Categories: Criminal; Civil
Locations: JP1

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	44.00	3	0.00	0	0.00	0	44.00	3
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
MISCOP	Miscellaneous Copy Fees	0.75	1	0.00	0	0.00	0	0.75	1
OPAY	Over Payments > \$10	2,045.00	1	0.00	0	0.00	0	2,045.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,450.00	292	0.00	0	(5.00)	1	1,445.00	293
SB41JCSF	Justice Court Support Fund	7,250.00	292	0.00	0	(25.00)	1	7,225.00	293
SB41LAF	Language Access Fund - LGC 135.155	870.00	292	0.00	0	(3.00)	1	867.00	293
SB41SCF	State Consolidated Fee	735.00	37	0.00	0	(21.00)	1	714.00	38
SFC1	Service/Arrest Fee - Const. 1	5.00	1	0.00	0	0.00	0	5.00	1
SFMCWW	State Fine - Motor Carrier Weight Violation	1,375.00	3	0.00	0	0.00	0	1,375.00	3
WCSO	Williamson County Sheriff	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WGSER1	Constable #1 Writ of Garnishment Service Fee	150.00	1	0.00	0	0.00	0	150.00	1
WPOSS	Writ of Possession	310.00	62	0.00	0	0.00	0	310.00	62
WSF1	Constable #1 - Writ Service Fee	12,600.00	63	0.00	0	0.00	0	12,600.00	63
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		74,086.00	1,800	1,750.00	17	(1,805.00)	11	74,031.00	1,828

Commissioners Court - Regular Session**16.****Meeting Date:** 08/15/2023

Justice of the Peace 3 JULY 2023 Monthly Report

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

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

July 2023 - CCP 103

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

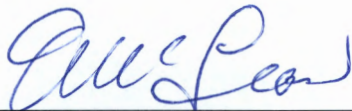
08/09/2023 12:49 PM

Started On: 08/09/2023 10:17 AM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

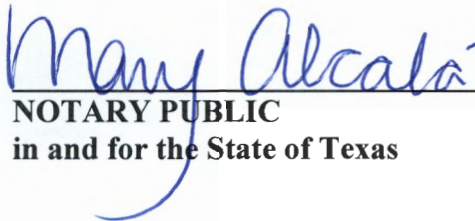
Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of July 2023.



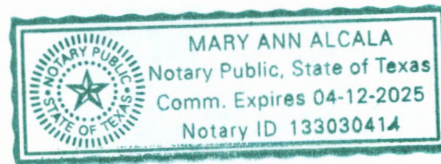
**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**



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



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



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023 Case Categories: Civil
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	227.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	6,640.00
0100 - General Fund Total:		6,867.25
Fee Totals for All Funds:		6,867.25

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023 Case Categories: Civil
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
CCOP	Civil Copies	47.25	22	0.00	0	0.00	0	47.25	22
CERT	Certified Copy	10.00	2	0.00	0	0.00	0	10.00	2
CONT3	Constable Service Fee Pct #3	4,640.00	47	0.00	0	0.00	0	4,640.00	47
JURY	Jury Fee	110.00	5	0.00	0	0.00	0	110.00	5
WPOSS	Writ of Possession	50.00	10	0.00	0	0.00	0	50.00	10
WSF3	Constable #3 - Writ Service Fee	2,000.00	10	0.00	0	0.00	0	2,000.00	10
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		6,867.25	98	0.00	0	0.00	0	6,867.25	98

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023

Case Categories: Criminal

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	5,332.95
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	2,932.50
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	159.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	543.36
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	10,877.14
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,380.06
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	72,561.00
0100 - General Fund Total:		93,786.01
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	253.56
0361 - JP Security Fund Total:		253.56
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	28.70
0365 - Child Safety Fund Total:		28.70
0367 - JP-3 Truancy Program Fund		
01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	L-004-3-01-0367-0000-341917: 01-0367-0000-341917 - JP3 Truant Conduct (HB 2398)	50.00
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	319.73
0367 - JP-3 Truancy Program Fund Total:		369.73
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	253.59
0372 - Justice Court Technology Fund Total:		253.59

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023 Case Categories: Criminal
Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	121.15
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,557.84
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	253.61
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	383.39
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	192.93
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	3.31
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	496.02
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	126.82
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	198.50
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	821.52
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	284.34
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	111.04
0399 - State Agency Fund Total:		5,550.47
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	300.00
JP BOND Total:		300.00
Fee Totals for All Funds:		100,542.06

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFACC	Arrest Fee - Austin Community College	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	173.70	46	0.00	0	0.00	0	173.70	46
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	143.36	37	0.00	0	0.00	0	143.36	37
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,557.84	84	0.00	0	0.00	0	2,557.84	84
CFINE	County Fine	72,561.00	677	0.00	0	0.00	0	72,561.00	677
CHS	Courthouse Security Fee (CCP 102.017)	190.20	83	0.00	0	0.00	0	190.20	83
CHSJC	JP Security Fee (CCP 102.017)	63.36	83	0.00	0	0.00	0	63.36	83
COLLFEE	Collection Agency Fee	5,332.95	92	0.00	0	0.00	0	5,332.95	92
COPIES	Certified Copies	8.75	1	0.00	0	0.00	0	8.75	1
COPY	Copies	28.25	5	0.00	0	0.00	0	28.25	5
CRFEEOVER	Criminal Overpayment Fee	159.00	2	0.00	0	0.00	0	159.00	2
CSSF	Child Safety School Fee (CCP 102.014(c))	28.70	2	0.00	0	0.00	0	28.70	2
DDF	Deferred Disposition Fee	10,752.04	100	0.00	0	0.00	0	10,752.04	100
FNTC1	Child Safety Seat Fine Trauma Center	198.50	3	0.00	0	0.00	0	198.50	3
IDF	Indigent Defense Fee (LGC 133.107)	126.82	83	0.00	0	0.00	0	126.82	83
JCTF	Justice Court Technology Fee (CCP 102.0173)	253.59	83	0.00	0	0.00	0	253.59	83
JFR	Jury Reimbursement Fee (CCP 102.0045)	253.61	83	0.00	0	0.00	0	253.61	83
JTP	Juvenile Truancy Program (CCP 102.0174)	319.73	84	0.00	0	0.00	0	319.73	84
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	60.75	80	0.00	0	0.00	0	60.75	80
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	60.40	79	0.00	0	0.00	0	60.40	79
JUSFC	Judicial Support Fund - County (LGC 133.105)	38.06	82	0.00	0	0.00	0	38.06	82
JUSFS	Judicial Support Fund - State (LGC 133.105)	345.33	84	0.00	0	0.00	0	345.33	84
MVF	Moving Violation Fee (CCP 102.022)	3.31	41	0.00	0	0.00	0	3.31	41
OMNI	OMNI Fee	164.30	38	0.00	0	0.00	0	164.30	38
OMNIC	OMNI Fee - County	109.53	38	0.00	0	0.00	0	109.53	38
OMNIS	OMNI Fee - State	547.69	38	0.00	0	0.00	0	547.69	38
SFC3	Service/Arrest Fee - Const. 3	41.64	9	0.00	0	0.00	0	41.64	9
SFMCWV	State Fine - Motor Carrier Weight Violation	284.34	10	0.00	0	0.00	0	284.34	10
SFOC	Service Fee - Out of County	33.50	5	0.00	0	0.00	0	33.50	5

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2023 - 07/31/2023 Case Categories: Criminal
Locations: JP3

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
STF	State Traffic Fee (TC 542.4031)	496.02	22	0.00	0	0.00	0	496.02	22
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TPC	Time Payment Fee - County	42.00	5	0.00	0	0.00	0	42.00	5
TPS	Time Payment Fee - State	69.04	8	0.00	0	0.00	0	69.04	8
TPWF	Texas P&W Fine	2,932.50	29	0.00	0	0.00	0	2,932.50	29
UFA	Uniform Traffic Act (TC 542.403)	49.60	22	0.00	0	0.00	0	49.60	22
WARC3	Warrant Fee - Constable Pct. 3	1,338.42	32	0.00	0	0.00	0	1,338.42	32
WCSO	Williamson County Sheriff	400.00	8	0.00	0	0.00	0	400.00	8
WFDPS	Warrant Fee - DPS	19.23	1	0.00	0	0.00	0	19.23	1
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		100,542.06	2,182	0.00	0	0.00	0	100,542.06	2,182

Commissioners Court - Regular Session**17.****Meeting Date:** 08/15/2023

Juror Reimbursement Donation

Submitted By: Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on adding the Williamson County Children's Advocacy Center, Inc. and Williamson County Crisis Center D/B/A Hope Alliance, both being Texas nonprofit corporations, as entities that Williamson County Jurors may donate their juror's daily reimbursement amounts to beginning on September 1, 2023 (Local Government Code Section 61.003).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

08/09/2023 12:53 PM

Started On: 08/09/2023 12:14 PM

Commissioners Court - Regular Session**18.****Meeting Date:** 08/15/2023

CSCD Community Service Restitution Director MOU for FY24-with no increase

Submitted For: Melissa Ramos**Submitted By:** Renee Saucedo, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the FY24 CSCD (Adult Probation) CSR Memorandum of Understanding.

Background

The Community Service Restitution (CSR) Memorandum of Understanding is an agreement with the Williamson County CSCD (Adult Probation) Department to help fund the CSR Director position. The CSR Director oversees projects throughout the county by utilizing court ordered community service participants.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CSR MOU

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Saucedo

Final Approval Date: 08/07/2023

Reviewed By

Becky Pruitt

Date

08/07/2023 12:17 PM

Started On: 08/02/2023 02:07 PM



**WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)**

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

**JAMESON PENNINGTON
CSCD DIRECTOR**

Re: FY 2024 CSCD Memorandum of Understanding – CSR Director

Date: 08/02/23

This long-standing MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing nearly one-half of the salary of the Williamson County Community Service Restitution Director position, whereas the CSCD continues to pay the other half of the salary and fringe benefits for this position.

The CSR Director oversees a variety of projects in Williamson County. The work projects are completed by program participants who are ordered to complete restitution hours by the Courts of Williamson County. The Williamson County CSR program operates seven days per week to include assisting the Road and Bridge Department on weekends with county road trash cleanup. During the week, the CSR Program Director assigns participants to various community agencies and provides additional workers to multiple Williamson County agencies to assist with new and on-going projects. Annually, the participants of the CSR program provide a significant cost savings to the County while providing opportunities for participants to fulfill their court ordered community services restitution hours.



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**JAMESON
PENNINGTON
CSCD DIRECTOR**

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2024, not to exceed \$34,500 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2023, December 2023, March 2024 and June 2024.

Bill Gravel Jr.
County Judge
Williamson County, Texas


Jameson Pennington
Director
Williamson County CSCD

Date Signed: _____

Date Signed: 8/2/2023

Commissioners Court - Regular Session**19.****Meeting Date:** 08/15/2023

CSCD DWI-Drug Court Counselor MOU for FY24-with no increase

Submitted For: Melissa Ramos**Submitted By:** Renee Saucedo, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the FY24 CSCD (Adult Probation) DWI-Drug Court Counselor Memorandum of Understanding.

Background

The DWI-Drug Court Counselor Memorandum of Understanding is an agreement the Williamson County CSCD (Adult Probation) Department has with Williamson County, to help fund a portion of the court counselor position in which individual counseling sessions is provided to each Drug Court participant throughout their 12-month program.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

DDCP-MOU

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Saucedo

Final Approval Date: 08/07/2023

Reviewed By

Becky Pruitt

Date

08/07/2023 12:17 PM

Started On: 08/02/2023 02:16 PM



**WILLIAMSON COUNTY
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**JAMESON PENNINGTON
CSCD DIRECTOR**

Re: FY 2024 CSCD Memorandum of Understanding - DWI/Drug Court Counselor

Date: 08/02/23

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to continue providing a portion (1/3) of the salary of the Williamson County DWI/Drug Court Counselor. The CSCD pays the remaining 2/3 of the salary in addition to fringe benefits. This MOU was established in 2017 after grant funds could not be secured for the program's continuation.

The DWI/Drug Court Counselor provides a vital service and heavily contributes to the successes of the DWI/Drug Court program. The counselor provides individual counseling sessions and a 60-hour intensive outpatient chemical dependency program for all participants in the Specialty Court. In addition to these services, the counselor also provides additional programming (TruThoughts) for the deferred adjudication track participants.



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**JAMESON
PENNINGTON
CSCD DIRECTOR**

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the DWI/Drug Specialty Court Individual Counselling Services for the Williamson County CSCD for the fiscal year 2024, not to exceed \$26,450. These funds allow the continuation of the intensive and focused treatment provided by CSCD to the program participants.

Williamson County shall pay an equally divided on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2023, December 2023, March 2024 and June 2024.

Bill Gravel Jr.
County Judge
Williamson County, Texas



Jameson Pennington
Director
Williamson County CSCD

Date Signed: _____

Date Signed: 8/2/2023

Commissioners Court - Regular Session**20.****Meeting Date:** 08/15/2023

CSCD Collection of Fines and Fees MOU for FY24-wih no increase

Submitted For: Melissa Ramos**Submitted By:** Renee Saucedo, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the FY24 CSCD (Adult Probation) Collection of Fines and Fees Memorandum of Understanding.

Background

The Collection of Fines and Fees Memorandum of Understanding is an agreement Williamson County CSCD (Adult Probation) Department has with Williamson County to assist in supporting the CSCD in the continuation of our efforts to collect fines and fees from justice involved adults on behalf of Williamson County. The CSCD has been proud to provide these services for many years in an effort to support local function and assisting to provide restitution to victims of crimes in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Collection MOU

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Saucedo

Final Approval Date: 08/07/2023

Reviewed By

Becky Pruitt

Date

08/07/2023 12:18 PM

Started On: 08/02/2023 02:22 PM



**WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
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Fax: (512) 943-3510
www.adultprobation.net

**JAMESON PENNINGTON
CSCD DIRECTOR**

Re: FY 2024 CSCD Memorandum of Understanding – Collections of Fines and Fees

Date: 08/02/23

This MOU between Williamson County and Williamson County Community Supervision and Corrections Department (CSCD) is to assist in supporting the CSCD in the continuation of our efforts to collect fines and fees from the justice involved adults on behalf of Williamson County. The CSCD has been proud to provide these services for many years to support local function and assisting to provide restitution to victims of crimes in Williamson County.

In FY22, the CSCD collected and returned \$912,288.00 of Court ordered fees and fines to Williamson County. The funds requested in this MOU will allow the CSCD to continue providing this necessary service.



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Fax: (512) 943-3510
www.adultprobation.net


**JAMESON
PENNINGTON
CSCD DIRECTOR**

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the Williamson County CSCD for fiscal year 2024, not to exceed \$80,000 in order to maintain the Collection of Fines and Fees done on behalf of the county. This service has been upheld by the CSCD for an established number of years and has been helped the County restore to victims of criminal offenses, court ordered restitution.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2023, December 2023, March 2024 and June 2024.

Bill Gravel Jr.
County Judge
Williamson County, Texas


Jameson Pennington
Director
Williamson County CSCD

Date Signed: _____

Date Signed: 8/2/2023

Commissioners Court - Regular Session**21.****Meeting Date:** 08/15/2023

Approval of Contract Terms Acknowledgment for Vigilant LPR Data from Millenium Products, Inc. for the Sheriff's Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Contract Terms Acknowledgment #2023257 between Williamson County and Vigilant Solutions, LLC., pursuant to GSA contract #GS-07F-0031W.

Background

Approval of this Acknowledgment will benefit the Williamson County Sheriff's Department with the annual subscription for License Plate Readers (LPR), with access for up to two hundred (200) sworn personnel, including Analytic software; vigilant LPR data; FaceSearch Facial Recognition and Mobile Companion. The attached original quote was processed on 6.26.2023 and per Vendor, did not require a signature at that time. Legal and Contract Audit have reviewed this Acknowledgment and the Master Customer Agreement (MCA). Millenium is a certified reseller of Vigilant/Motorola Products. The department point of contact is Mary Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Vigilant Contract Term Agreement
Redacted Millenium Quote
Motorola Master Customer Agreement

Form Review**Inbox**

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

Reviewed By

Joy Simonton
Becky Pruitt

Date

08/08/2023 03:32 PM
08/08/2023 04:00 PM
Started On: 08/01/2023 02:08 PM

Contract Terms Acknowledgement

This Contract Terms Acknowledgement (this “**Acknowledgement**”) is entered into between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“**Vigilant**”) and the entity set forth in the signature block below (“**Customer**”). Vigilant and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

- 1. Contract Terms Acknowledgement.** Customer acknowledges that they have received Statements of Work that describe the services provided on this Agreement. Parties acknowledge and agree that the terms of the Master Customer Agreement (“MCA”), including all applicable Addenda, shall apply to the Services set forth in the accompanying Ordering Document. Motorola's Terms and Conditions, available at https://www.motorolasolutions.com/en_us/about/legal.html, including the Master Customer Agreement, is incorporated herein by this reference. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth in this Acknowledgement and the signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement.
- 2. Entire Agreement.** This Acknowledgement, including the accompanying Ordering Document, supplements the terms of the MCA, applicable Addenda, and Ordering Documents entered between the Parties and forms a part of the Parties' Agreement.
- 3. Consideration and Compensation.** Payment 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 Customer receives the goods under the contract; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- 4. Tax Exemption.** Customer is a political subdivision under the laws of the State of Texas and claims exemption from sale and use taxes under Tex. Tax Code Ann. §151.309, as amended. The Customer agrees to provide exemption certificates to Vigilant upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against Vigilant for the supplies or products provided or any Services rendered.
- 5. No Waiver of Sovereign Immunity.** Nothing in this Acknowledgement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer. The Parties agree that under the Constitution and the laws of the State of Texas, the Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless Vigilant for any reason are hereby deleted, however, Customer acknowledges that Vigilant is not responsible or liable for any claims associated with the negligence, intentional misconduct, acts, omissions, violation of laws, and use or misuse of data used by the Customer.
- 6. Venue and Applicable Law.** Venue of this Acknowledgement shall be Williamson County, Texas and the laws of the State of Texas shall govern all terms and conditions.

7. Public Information. Vigilant understands that Customer 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 Acknowledgment may be subject to public disclosure pursuant to the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Customer by Vigilant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Acknowledgment are not proprietary or confidential information.

8. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Vigilant Solutions, LLC

Customer: _____

By: Sean Heieck

By: _____

Name: Sean Heieck

Name: _____

Title: Area Sales Manager

Title: _____

Date: 07/27/23

Date: _____



Purchaser: Mary Johnson
Purchaser Phone Number: 512.943.1313
Purchaser Email: [REDACTED]
Quote Name: Williamson County Sheriffs Office - IDP Renewal
2023-2024
Quote #: [REDACTED]
Job Number: [REDACTED]
Date: 6/20/2023, 7:36 AM
Expires On: 7/20/2023
Phone: 888-901-7430

Millenium Products, Inc.

621 Monte Cristo Blvd
Saint Petersburg, FL 33715
Office Phone: 888-901-7430
Fax: 801-469-7778
Email: gsa@milleniumproducts.net

UEI # H1HSJPFM78R5
Federal ID # [REDACTED]
CA# [REDACTED]
DUNS # 1 [REDACTED]

GS-07F-0031W: Surveillance Equipment, Light Towers

GS-07F-5791R: Traffic Safety Equipment

GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote.

For further details about Cooperative Purchasing and Disaster Purchasing programs, please contact us or refer to the GSA Multiple Award Schedule information at <https://www.gsa.gov/buy-through-us/purchasing-programs/gsa-multiple-award-schedule>.

Orders received not indicating a GSA contract number can be accepted at our Commercial Price List only.

Your governmental agency is eligible for the following GSA pricing on GSA Contract:
334220 / GS-07F-0031W

Ship To

Williamson County Sheriffs Office (TX)
508 S Rock St
Georgetown, TX 78626
USA

Bill To

Williamson County Sheriffs Office (TX)
508 S Rock St
Georgetown, TX 78626
USA

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lori Hipskind	(888) 901-7430	lori@milleniumproducts.net	Ground	Net 30

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
1.00	GSA-VSS-IDP-COMFC-200	Investigative Data Platform-Commercial and FaceSearch Access for up to 200 Sworn	334220	GS-07F-0031W	\$20,020.00	\$20,020.00	\$20,020.00
1.00	OLM	OLM - Order Level Materials Customer's current year renewal Renewal for March 2, 2023 to March 2, 2024			\$800.80	\$800.80	\$800.80
TOTAL:							\$20,820.80

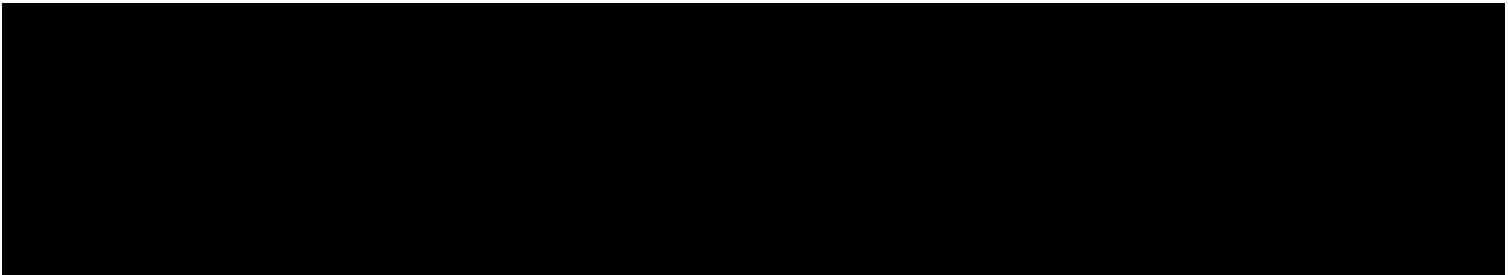
Project Total: \$20,820.80

Scope of Work

Notes

Terms & Conditions

1. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
2. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Millenium Products, Inc. for renewals of CLK fees.
3. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Millenium Products, Inc. and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Millenium, Products, Inc. is required to pay any such tax, fee, or charge, Purchaser shall reimburse Millenium Products, Inc. therefore or, in lieu of such payment, Purchaser shall provide Millenium Products, Inc. at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.



Since 1999 Powerful Solutions Proven Results
Portable Light Towers • Traffic Safety equipment • Surveillance Equipment
• License Plate Reader/ALPR Systems • Real-Time Crime Centers

THANK YOU FOR YOUR BUSINESS!

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products or Services (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the “**Effective Date**”).

If you are purchasing Products or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

1. Agreement.

1.1. Scope; Agreement Documents. This MCA, available at www.motorolasolutions.com/product-terms, governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda, also available at www.motorolasolutions.com/product-terms (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, order forms, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Modifications. Motorola may modify this Agreement (including the Addenda) at any time after providing notice thereof to Customer on www.motorolasolutions.com/product-terms. Modifications are effective as of the date of publication, and if Customer does not agree to any such modifications, Customer must cease using the Products and Services.

1.3. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other

defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products originally purchased by Customer.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management

approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its

Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a “**Change Order**”). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the “**Fees**”) will be as set forth in the applicable Addendum or Ordering Document or otherwise provided by Motorola, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active

Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 –**

Sites; Customer-Provided Equipment; Non-Motorola Content. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services (“**Customer-Provided Equipment**”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’s ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, “**Non-Motorola Content**”) with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola’s policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola’s systems, or any third party (including other

Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“**Claim**”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the “**Infringing Product**”) directly infringes a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment,

Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN

IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence

of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below

and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and

improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to

Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda available at www.motorolasolutions.com/product-terms and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

Commissioners Court - Regular Session**22.****Meeting Date:** 08/15/2023

Ratification of Letter of Intent and Purchase Order #183948 for Four (4) Dodge Chargers from Cameron Country Dodge for Sheriff's Office

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

Information**Agenda Item**

Discuss, consider and take appropriate action on ratification and approval of the Letter of Intent and purchase of four (4) 2023 Dodge Chargers from Cameron Country Dodge for the Williamson County Sheriff's Office with Purchase Order #183948, in the amount of \$197,000.00, per Tarrant County Cooperative Contract #2023-016.

Background

The purchase of eight (8) Dodge Chargers that was approved by the Commissioner's Court on 6/27/23 will be four (4) short. The vendor, Donaldson CDJR, sold four (4) of the eight (8) prior to Williamson County being able to issue the Purchase Order.

The approval of these four (4) Dodge Chargers from Cameron County CDJR, makes up for that short order fulfillment.

To secure this law enforcement vehicle inventory a Letter of Intent and an emergency purchase was authorized on 7/20/23 to Cameron Country Dodge for the purchase of four (4) Dodge Chargers in the amount of \$197,000.00.

Approval of this purchase will support the Williamson County Sheriff's Office and will replace the following vehicles:

Line Item #11 SB 1857

Line Item #12 SB 1866

Line Item #13 SB 1869

Line Item #14 SB 1976

These vehicles were originally designated on Purchase Order #181811 approved in Commissioner's Court on 9.20.2022 to Caldwell Country Chevrolet - Ford per IFB #22IFB130. Caldwell Country Chevrolet - Ford cannot fulfill that order due to lack of inventory. Line Items mentioned above on Purchase Order #181811 have been canceled with the vendor. Funding Source is 01.0100.0560.005700 as per FY23 budget. Fleet Services and the Budget Office have both reviewed this item.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cameron Country Dodge Letter of Intent
Cameron Country Dodge Purchase Order

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

08/09/2023 12:50 PM

Started On: 08/09/2023 10:23 AM



DATE: July 18, 2023
TO: Cameron County CDJR
David Lowry, Fleet Sales
FROM: Bill Gravell, Williamson County Judge
RE: Letter of Intent to Purchase Four (4) 2023 Model Dodge Charger Pursuit Vehicles

Greetings,

This letter serves as notice of Williamson County's intent to purchase four (4) 2023 Dodge Charger pursuit vehicles per Quote # DL 220865.

Williamson County will issue a formal Purchase Order for said vehicles in the coming days.

Please contact Joy Simonton directly with any questions, joy.simonton@wilco.org; 512-943-1555.

Bill Gravell Jr.
Bill Gravell Jr. (Jul 20, 2023 07:24 CDT)

Bill Gravell, Williamson County Judge

Jul 20, 2023

Date



Caldwell Country Chevrolet | Rockdale Country Ford | Cameron Country CDJR
800 State Highway 21 East
Caldwell Texas 77836

Vehicle Quote

Quote No.: DL 220865
Exp. Date: 08-11-2023

Prepared for: Williams County Sheriff's Office
Georgetown Texas
Mark Stevens
mark.stevens@wilco.org

NAME	PRICE	QTY	SUBTOTAL
2023 Dodge Charger Pursuit RWD	\$37,500.00	4	\$150,000.00
MY2023 Prebuild Stock Black			



Upfit Equipment	\$11,100.00	4	\$44,400.00
Federal patrol Package			
			\$194,400.00

Tarrant County 2023-016

Discount	\$0.00
Tax	\$0.00
Floor Plan Interest	\$600.00
Delivery	\$2,000.00
COOP Fee	\$0.00
Total	\$197,000.00

PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED



PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **183948**

Date:08/01/2023

Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
CAMERON COUNTRY DODGE
2107 THORNTON ST
CAMERON TX 76520

Ship to:
Fleet Maintenance
3151 SE Inner Loop-Suite B
508 South Rock Street
Georgetown, TX 78626

Requested By: Johnson, Mary S

Delivery Date:

Bill to:
Sheriff's Office
Williamson County
508 South Rock Street
Georgetown, TX 78626

Description	Price	Per	Amount
1: 2023 Dodge Charger Pursuit RWD - Will replace 4 vehicles on PO #183742. Contact M. Stevens 512-943-3373; deliver to 3151 SE Inner Loop, Georgetown, TX; Tarrant County Contract #2023-016; MJohnson / PErickson 512.943.1313	37,500.00	4 Each	150,000.00
Supplier Item: Notes to Supplier: Please note that MCO/MSO documents must be made out to Williamson County and not to the requesting Department.			
2: Upfittings	11,100.00	4 Each	44,400.00
Supplier Item: Notes to Supplier: Please note that MCO/MSO documents must be made out to Williamson County and not to the requesting Department.			
3: Floor Plan Interest	1.00	600 \$	600.00
Supplier Item: Notes to Supplier: Please note that MCO/MSO documents must be made out to Williamson County and not to the requesting Department.			
4: Delivery	1.00	2000 \$	2,000.00

Continued..**STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4**

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

ACCEPTANCE OF WILLIAMSON COUNTY TERMS AND CONDITIONS: Vendor's written acceptance, commencement of work, or shipment or partial delivery of any items, goods, or services called for herein shall constitute acceptance by Vendor of this Purchase Order and the Terms and Conditions attached hereto. Vendor further agrees that, in the event there is a conflict between the Terms and Conditions attached hereto and any other contractual terms and conditions set out or incorporated by reference in Vendor's quotes, invoices or any other forms of Vendor, the Terms and Conditions attached hereto shall control.

Furthermore, Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities

Authorized By:

Brenda Fuller

PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **183948**

Date:08/01/2023

Version:

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CAMERON COUNTRY DODGE
2107 THORNTON ST
CAMERON TX 76520

Ship to:
Fleet Maintenance
3151 SE Inner Loop-Suite B
508 South Rock Street
Georgetown, TX 78626

Requested By: Johnson, Mary S

Bill to:
Sheriff's Office
Williamson County
508 South Rock Street
Georgetown, TX 78626

Delivery Date:

Description	Price	Per	Amount
Supplier Item:			
Notes to Supplier: Please note that MCO/MSO documents must be made out to Williamson County and not to the requesting Department.			

Continued..**STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4**

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Authorized By:

Brenda Fuller

PURCHASE ORDER

Williamson County
Purchasing Department
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Georgetown, TX 78626

Requested By: Johnson, Mary S

Bill to:
Sheriff's Office
Williamson County
508 South Rock Street
Georgetown, TX 78626

Delivery Date:

Total 197,000.00**STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4**

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Furthermore, Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities

Authorized By:

Brenda Fuller

WILLIAMSON COUNTY PURCHASE ORDER TERMS AND CONDITIONS
(Revised January 2023)

ASSIGNMENT: Vendor shall not sell, assign, transfer or convey this order, in whole or in part. No change of the vendor will be recognized until such change is approved by Commissioners Court.

BOYCOTTING ISRAEL: By accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel and agrees that during the term of this Agreement will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

CHANGES: No changes may be made to this order without written authorization of the Purchasing Department.

COUNTY TAXES: If the Vendor subsequently becomes delinquent in the payment of County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the Vendor is delinquent in payment of County property taxes at the time of invoicing, Vendor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

DEFAULT OF VENDOR: In case of default of the vendor, the County may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform. All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

FOB POINT INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Vendor assumes the costs associated with such nonconformance. An itemized packing list bearing Purchase, Delivery, and/or Order Number shall be attached to the outside of every shipping container delivered against this instrument. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

INDEMNIFICATION: Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of

any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against Williamson County growing out of such injury or damages.

INSURANCE: If the Vendor is required to go on County property to perform work or services, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the County.

LAW: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.

Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, 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.

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

NO WAIVER OF SOVEREIGN IMMUNITY AND POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

PAYMENT: Williamson County's 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 Williamson 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 Williamson 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 Williamson 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.

In the event that an error appears in an invoice submitted by Vendor, Williamson County shall notify Vendor of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Vendor, Vendor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Vendor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Vendor shall submit a corrected invoice 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 is not paid by the appropriate date. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) Williamson County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, 512-943-1500.

RIGHT TO AUDIT: Vendor agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, 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 or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Vendor agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Vendor reasonable advance notice of intended audits.

SEVERABILITY: In case any one or more of the provisions contained in this Order 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 hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

TAX EXEMPTION: The County is exempt from any sales, excise or Federal transportation taxes. The Purchase Order issued is sufficient proof of Williamson County's exempt status as provided by Sales Tax Rule 3.322.

TERMINATION FOR CONVENIENCE: The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercise its right to terminate without cause, it is understood and agreed that only the amounts due to the Vendor for goods, commodities and/or services provided, and expense incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

UNIFORM COMMERCIAL CODE: Vendor and Williamson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VARIATION IN QUANTITY: No variation in the quantity of any item called for by this

Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein.

VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

WARRANTY: Implied warranties notwithstanding, Vendor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties to the County.

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.

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 the public disclosure pursuant to the Texas Public Information Act.

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

MEDIA RELEASES: Vendor shall not use County's name, log, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

Commissioners Court - Regular Session**23.****Meeting Date:** 08/15/2023

Williamson County MUD#12 (Rancho Sienna) 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 Williamson County Municipal Utility District #12 (Rancho Sienna) for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

This renewal agreement gives permission for Williamson County MUD #12 (Rancho Sienna) 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
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Attachments

Williamson Co. MUD #12

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

08/09/2023 04:01 PM

Started On: 08/09/2023 03:21 PM

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: Williamson County Municipal Utility District No. 12

Signature: 

Printed Name: Andrew Hunt


Title: President, Board of Directors

Date: August 3, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: August 9, 2023

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

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL 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 WORK¹

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**24.****Meeting Date:** 08/15/2023

Bazard LLC Vehicle Reimbursement 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 Vehicle Reimbursement Agreement with Bazard LLC dba ASB Cycling for off duty contracting of County Sheriff Deputies to be effective January 1, 2024. (Rosedale Foundation annual bike ride thru Williamson & Travis Counties & TX Mamma Jamma Ride throughout Williamson County both in 2024).

Background

This renewal agreement gives permission for Bazard LLC to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ASB Cycling

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

08/09/2023 04:01 PM

Started On: 08/09/2023 03:49 PM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (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 NON-GOVERNMENTAL ORGANIZATION, 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 are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, 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 contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas 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 on January 1, 2024 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' 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.¹
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 NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Bazard LLC - dba ASB Cycling (Rosedale Ride 2024 & Texas Mamma Jamma Ride 2024)

Signature: Alan S. Bazard

Printed Name: Alan S Bazard

Title: Owner

Date: August 3, 2023

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 9, 2023

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

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK²

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____

² Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session**25.****Meeting Date:** 08/15/2023

Hart InterCivic Vehicle Reimbursement 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 Vehicle Reimbursement Agreement with Hart InterCivic for off duty contracting of County Sheriff Deputies to be effective October 1, 2023 (3800 Quick Hill Rd.).

Background

This is the annual renewal agreement that will give permission for Hart InterCivic to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2023 and will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Hart InterCivic

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 08:37 AM

Started On: 08/09/2023 04:03 PM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (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 NON-GOVERNMENTAL ORGANIZATION, 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 are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, 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 contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas 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 on October 1, 2023 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' 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.¹
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 NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below

COUNTY:

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

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Hart InterCivic, Inc

Signature: 

Printed Name: Hollie Osbourn

Title: CFO

Date: August 8, 2023

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: August 9, 2023

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

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK²

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____

² Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session**26.****Meeting Date:** 08/15/2023

Saratoga Homes Vehicle Reimbursement 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 Vehicle Reimbursement Agreement with Saratoga Homes of Texas for off duty contracting of County Sheriff Deputies to be effective August 15, 2023. (Morning Star-Georgetown/Butler Farm-Liberty Hill).

Background

This agreement gives permission for Saratoga Homes of Texas to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage when deputies are needed at the two locations. This agreement will begin on August 15, 2023 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Saratoga Homes

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 09:17 AM

Started On: 08/09/2023 04:43 PM

STATE OF TEXAS § VEHICLE REIMBURSEMENT
 § AGREEMENT WITH
 § NON-GOVERNMENTAL
 § ORGANIZATION
 § REGARDING OFF-DUTY
COUNTY OF WILLIAMSON § CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (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 NON-GOVERNMENTAL ORGANIZATION, 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 are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, 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 contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas 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 on the August 15, 2023 and shall terminate on September 30, 2023. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
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.¹
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 NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

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

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Saratoga Homes of Texas Austin, LLC

Signature: 

Printed Name: Geoffrey Golding

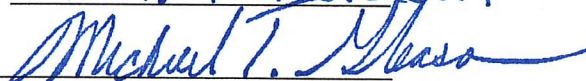
Title: Saratoga Homes
Division President

Date: 06/26, 20 23

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Glegson

Signature of Official: 

Date: August 9, 20 23

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

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK²

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____

² Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session**27.****Meeting Date:** 08/15/2023

Approval of Extension Agreement for HVAC and Plumbing Maintenance Services with 5-F Mechanical for Facilities Management Department

Submitted For: Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the first Extension Agreement between 5-F Mechanical and Williamson County for 2022140 HVAC and Plumbing Maintenance Services, for the same terms and conditions as the existing contract but with a price increase on some items and a price decrease on others, as shown on attached documentation and spreadsheet, pursuant to BuyBoard Co-Operative Contract #638-21 and authorizing the execution of the agreement.

Background

This first Extension Agreement shall run from October 1, 2023 - February 29, 2024. Services provided support the plumbing, heating, ventilation and air conditioning of County buildings. Each project will be initiated with a Work Order and Purchase Order. Price increases and decreases are within required legal limits. Funding Source: 01.0100.0509.004510. Other funding sources may be used depending on the type of work performed. Department Point of Contacts are Christi Stromberg and Shantil Moore.

Fiscal Impact

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

Attachments

First Extension Agreement and Price Tab

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 08/08/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

08/08/2023 04:01 PM
08/08/2023 04:02 PM
Started On: 08/01/2023 11:13 AM

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

Vendor: 5-F Mechanical Group, Inc.

Vendor's Mailing Address:

15705 Brenda Street
Austin, Texas 78728

Agreement Subject of this Extension Agreement:

The Master Service Agreement dated March 29, 2022, by and between Vendor and County (the "Agreement") attached hereto as Exhibit A.

Agreement to Extend Agreement:

1. Extended Term: Vendor and County (hereinafter collectively referred to as the "Parties") hereby agree to extend the Agreement for an additional term commencing on October 1, 2023 and ending on February 29, 2024 ("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:

5-F Mechanical Group, Inc.

By: 

Printed Name: Steven R. Dack

Representative Capacity: HVAC Service Manager

Date: 7/25, 20 23

COUNTY:

Williamson County, Texas

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

Date: _____, 20 _____



Master Services Agreement No. 2022140

This Master Service Agreement (this "**Agreement**") is made and entered into as of the award date or on or after April 1, 2022 - September 30, 2023 and is by and between **5-F Mechanical Group, Inc. (5F)**, with its principal place of business at 15705 Brenda Street Austin, Texas 78728 and **Williamson County, a political subdivision of the State of Texas acting through its governing body ("WILCO or the "COUNTY")** with its principal office at 3101 SE Inner Loop Georgetown, Texas 78726 (hereinafter individually referred to as the "**Party**" or together referred to as the "**Parties**").

WHEREAS, 5F is engaged in the business of maintaining, servicing, and providing plumbing, heating, ventilation, and air conditioning building systems and wishes to provide WILCO with such services; and

WHEREAS, WILCO wishes to retain 5F from time to time to perform discrete projects on an individual work order basis under this Agreement; and

NOW THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

1. WORK ORDER SERVICES

- 1.1. Each project for which WILCO desires to engage 5F shall be set forth in detail in a separate work order ("**Work Order**"), which shall be labeled by project number, and which together shall not exceed a total amount of \$350,000 USD unless otherwise agreed in writing by the Parties. The Work Order shall be submitted on the form attached hereto as **Exhibit A** and shall detail the scope of work, scheduled, compensation for each project, and shall refer and automatically incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between any term or condition in a Work Order, and any term or condition of this agreement, the terms and conditions of this Agreement will govern and control.
- 1.2. Either 5F or WILCO may issue a Work Order. However, 5F shall not be obligated to perform any work until the Work Order is mutually agreed upon and executed by both Parties. To the extent the Parties draft a Work Order electronically either an electronic signature or confirming email shall operate as proper execution of such Work Order. Once executed, a Work Order shall be binding and deemed part of, and shall be subject to, this Agreement.
- 1.3. 5F is qualified, experienced, and capable of performing the services described in the agreed upon Work Orders and this Agreement ("**Services**") and has agreed to perform the Services in accordance with the terms and conditions of this Agreement and the Work Order(s).
- 1.4. WILCO shall be responsible for and shall pay for the costs and expenses in connection with the Services and good provided under this Agreement and as specified in a Work Order.
- 1.5. Subject to prompt payment by WILCO, 5F shall provide all materials, labor, and equipment necessary for the performance of the Services as specified in the Work Order.
- 1.6. In the event that WILCO requests a change in the scope of the Services to be provided by 5F and if the change requested changes the price or schedule of the Services provided by 5F, 5F shall provide a revised cost or schedule estimate to WILCO, within (5) business days of the requested change. If WILCO accepts the revised cost or schedule estimate, WILCO shall issue an executed Change Order submitted on the form attached hereto as **Exhibit B ("Change Order")**. Such Change Order shall be executed by an authorized

representative of 5F. Upon execution of the Change Order by an authorized representative of 5F, the Change Order shall become a binding agreement between the Parties under the terms and conditions of the Work Order which it modifies and this Agreement. 5F shall not be obligated to perform any changed work until the Change Order is mutually agreed upon and executed by both Parties.

- 1.7. If 5F encounters conditions at any site(s) that are (1) subsurface or otherwise concealed physical conditions that differ materially from those reasonably anticipated; or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Work Order or other contract document, 5F shall promptly provide notice to WILCO before conditions are disturbed, and 5F shall be entitled to an equitable adjustment to the Contract Price and Contract Time (as those terms are defined herein) to the extent such conditions increase 5F's cost of, or time required for, performance or any part of the Services.

2. COMPENSATION; CONTRACT PRICE:

- 2.1. The compensation (the "**Contract Price**") and payment schedule for the performance of the Services shall be set forth in detail in each Work Order.
- 2.2. WILCO payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Invoices shall be deemed overdue the thirty-first (31st) day after the later of the following: (1) the date WILCO receives the good under specified in the Work Order; (2) the date the performance of the service is completed; or (3) the date Williamson county Facilities and Williamson County Auditor receives an invoice for the good and services, which shall be defined as the date an invoice is deemed delivered to the address provided in Section 2.3 below.
- 2.3. To ensure prompt payment, 5F's invoices shall include: (1) the project or Work Order number; (2) the invoice number; (3) a reasonably detailed description of the Services rendered including, but not limited to; quantity or quantities, applicable unit prices (Construction Pricing see BuyBoard 638-21), (Plumbing/HVAC Repair Rates see **Exhibit C**), total prices and total amount; (4) WILCO Purchase Order number; and (5) 5F business and mailing address, telephone number, and business name. Invoices shall be submitted by regular or electronic mail directly to:

Williamson County Facilities Department
Attn: Facilities Maintenance Director or designee
3101 SE Inner Loop Georgetown, Texas 78626
Phone: 512.943.1599
Email: facilities@wilco.org

- 2.4. If WILCO disputes any 5F invoice, WILCO will: (1) pay all charges not disputed, and (2) notify 5F of the dispute in writing, providing the Invoice Number and an explanation of the issue in dispute. If the dispute is not resolved within (15) days, either Party may submit their claim to dispute resolution as provided in Section 13.9. The Parties will cooperate in good faith to resolve any such disputes after WILCO notifies 5F of the dispute. If both Parties agree that a disputed amount is a legitimate charge, WILCO will pay such amount within thirty (30) days of such determination.
- 2.5. 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 WILCO 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 licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment becomes due. The said rate in effect on September 1 of the licensee's fiscal year 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 preceding the fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default or suspend Services until payment is received and recover all related costs arising from or related to the suspension, including demobilization and remobilization costs.

3. CONTRACT TIME

- 3.1. 5F shall complete the services in accordance with the agreed upon project schedules and milestones (the "**Project Schedule**") set forth in the applicable Work Order(s) (the "**Contract Time**"). 5F shall be entitled to adjustments to the Contract Time and Contract Price in the event that WILCO modifies, compresses, or accelerates any of the activities in the Project Schedule.
- 3.2. If 5F is delayed at any time in the commencement or progress of the Services by WILCO, or separate contractors or design professionals employed by WILCO, or by any other third party event: (1) WILCO's failure to timely perform its obligations under this Agreement or any other Work Order; (2) any government or regulatory agency's failure to timely review and approve any applicable permits, submittals, or design document; (3) changes ordered in the Services by WILCO; or (4) any Force Majeure event as defined below; then the Contract Time shall be extended by a Change Order for a period of time reasonably necessary to overcome the effect of the delay, and the Contract Price shall be increased for the additional costs (if any) arising from such delay including any increased costs for materials and increased costs of labor, including overtime.
- 3.2.1. To the fullest extent permitted by applicable laws, 5F shall not be responsible or liable, and shall be entitled to equitable adjustments to the Contract Price and Contract Time, for any delays and/or any failure in performing the Services or its obligations hereunder due to causes beyond its reasonable control, including, and without limitation: acts of God, war (including civil war), riots, embargoes, acts of civil or military authorities, acts of any government (whether sovereign or contractual), fires, floods, freezes, explosions, the elements, epidemics, pandemics, quarantine restrictions, strikes, lockouts, plant and facility shutdowns, accidents, shortages of energy, material shortages, components part shortages, unavailability of labor, procurement delays, or any other acts or events beyond the parties control (collectively, "**Force Majeure Event**").

4. WILCO RESPONSIBILITIES

- 4.1. WILCO shall permit 5F free and timely access to the project sites and shall provide project documents or information necessary or required to allow 5F to complete the Services without interruption or disruption.
- 4.2. WILCO shall cooperate with 5F in securing any required building and other permits, licenses, and inspections.
- 4.3. WILCO shall review and approve or take other appropriate actions on permits, submittals, Change Order

requests, RFI's, and any 5F notification and deliverables that require WILCO's review and/or approval, within such time periods that will not delay 5F's performance of the Services. However, the review period shall not exceed ten (10) business days.

- 4.4. WILCO shall also schedule and conduct all reviews, inspections, and tests required to obtain any equivalent certifications from any third-party and/or government entities with jurisdiction, promptly and so as not to delay the performance of the Services.
- 4.5. WILCO shall schedule and coordinate the work of its other subcontractors in a manner that does not interfere or impact 5F's performance of the Services.
- 4.6. WILCO reserves the right to inspect all equipment and tools used to perform the work under this Service. Any equipment reasonably determined to be in poor condition must be replaced immediately, at 5F's expense. Failure to provide suitable equipment for carrying out all requirements of the contract may be grounds for termination.
- 4.7. WILCO shall perform periodic inspections of 5F's work under this Service to ensure compliance with the Work Order specifications.
- 4.8. If WILCO is unable or does not perform its obligations in accordance with this Section 4, 5F shall be entitled to an extension of the project schedule or Contract Time for such delays, occasioned by WILCO's actions and may also be entitled to an increase in the Contract Price to the extent such delays result in increased costs to perform the Services.

5. 5F RESPONSIBILITIES

- 5.1. 5F shall be responsible for furnishing all tools, equipment, staffing, and supervision necessary for performance of the Services. Any equipment determined to be in poor condition by WILCO shall be replaced immediately, at 5F expense.
- 5.2. 5F shall employ labor that is sufficiently skilled and qualified to perform the Services. If any portions of the Services require any professional licenses, 5F warrants that all such services will be performed by individuals with such licenses.
- 5.3. 5F will be responsible for the acts, omissions, and Services provided by its employees, agents, and representatives.
- 5.4. 5F agrees to abide by all applicable laws related to the hiring, employment, and supervision of its labor force at all times during the term.
- 5.5. 5F shall cooperate with WILCO and WILCO's other contractors, design professionals, and consultants.
- 5.6. 5F may provide operator coaching and onsite training of select WILCO personnel, if requested.
- 5.7. 5F shall provide SDS sheets to WILCO representatives, upon request, for all products used as part of this Service.
- 5.8. 5F shall be responsible for all damages to WILCO facility or contents to the extent caused by 5F, their staff or

subcontractors during the performance of their duties.

- 5.9. 5F agrees to abide by all applicable federal, state, and local safety requirements related to the Services, including but not limited to OSHA requirements, and 5F shall at all times maintain such training, certifications, and documentation required by such laws.

6. INDEPENDENT CONTRACTOR

- 6.1. 5F shall at all times act as an independent contractor and, as such, no law, agreement or other arrangement that has the effect of concerning benefits upon officers or employees of WILCO shall be applicable to 5F in connection with the Services. 5F shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this Agreement.

7. SUBCONTRACTING

- 7.1. No portion of the work covered under this Service may be subcontracted or assigned without prior approval of a WILCO Representative, which shall not be unreasonably withheld, conditioned, or delayed. Request to subcontract all or any portion of services required by 5F will be submitted to a WILCO Representative, at a minimum of three (3) business days in advance of the proposed effective date of the subcontract.
- 7.2. 5F shall be responsible for services provided by any subcontractor as if 5F were providing the services.

8. EMERGENCY CALL OUT SERVICE

- 8.1. 5F shall provide twenty-four (24) hour emergency service, as needed, for WILCO facilities included in this agreement. Hours shall be Monday through Friday, 4:01 PM to 6:59 AM and twenty-four (24) hours each day on weekend and holidays. Reference Exhibit C Fee Schedule. 5F shall have appropriate working personnel at designated site, ready to work, within four (4) hours of the callout. 5F shall respond to a WILCO Facilities Representative by telephone within ½ hour if the problem is capable of being corrected through the use of a web-capable electronic device to alleviate the source of the complaint. See Paragraph 2.3 pricing.

9. INSURANCE

- 9.1. 5F shall maintain throughout the duration of this Agreement adequate insurance to cover such damages, demands, claims, losses, or liabilities resulting from 5F's performance of the Services which shall include:
- Commercial General Liability coverage in the amount of \$1,000,000 USD (per occurrence), combined Single Limit Liability for Bodily Injury and Property Damage subject to \$2,000,000 USD general aggregate including the following coverage/terms: premises and operations, products/completed operations, personal injury, XCU, independent contractors protective, defense costs outside the limits of liability, and occurrence-based policy.
 - Commercial Automotive Liability coverage in the amount of \$1,000,000 USD combined single limit of liability for bodily injury, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - Worker's Compensation Insurance covering 5F's employees. Worker's Compensation Coverage complying with the laws of the State of Texas and Employer's Liability Insurance with limits of: \$1,000,000 USD bodily injury by accident/each accident; \$1,000,000 USD bodily injury by disease/each employee; \$1,000,000 USD bodily injury by disease/policy limit; and
 - Umbrella Liability coverage in the amount of \$5,000,000 USD per occurrence and in the aggregate with

follow-form coverage applicable to underlying Commercial General and Commercial Automotive liability policies maintained by 5F.

10. TERM AND TERMINATION

- 10.1. This Agreement commences on the Effective Date and will remain in effect for one (1) year from the Effective Date ("**Contract Duration**"), unless sooner terminated as provided in this Article 8. If WILCO chooses not to terminate this Agreement at the end of the Contract Duration, this Agreement shall be renewed annually by agreement of both Parties for a period of one (1) year.
- 10.2. This Agreement may be terminated at any time at the option of either party, without future or prospective liability or performance upon giving thirty (30) days written notice thereof. In the event of termination, WILCO will only be liable for its pro-rata share or services rendered and goods actually received. Notwithstanding the forgoing, WILCO will reimburse 5F for all non-cancelable obligations entered into by 5F, which WILCO has approved and for which 5F can show written proof of satisfactory to WILCO. WILCO shall also be responsible for all demobilization costs and other reasonable expenses actually incurred as a result of such termination by WILCO.
- 10.3. 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 WILCO receives the goods under the contract; (2) the date the performance of the Service under the contract is completed; or (3) the date Williamson County Auditor receives an invoice for the goods or Services. Interest charges for any overdue payments shall be paid by the licensee 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 licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to one (1%) percent and (2) the prime rate published by The Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default, or suspend Services until payment is received and recover all related monies earned to-date and all related costs arising from or related to the suspension, including demobilization and remobilization costs associated with cancellation of 5F's vendors and subcontractors.
- 10.4. In case of material breach of any obligation contained in this Agreement by either Party (hereafter referred to as the "**Breaching Party**"), the other Party (hereafter referred to as the "**Non-Breaching Party**"), shall give the Breaching Party notice thereof and allow a ten (10) day period in which the Breaching Party shall institute efforts to cure the material breach. If the Breaching Party does not initiate such efforts within the ten (10) day period, the Non-Breaching Party shall have the right to terminate the Agreement as the date it first gave notice to the Breaching Party thereof.
- 10.5. In the event of termination or expiration of the Agreement, 5F agrees to return the remaining balance of any unused payments or other monies advanced to 5F by WILCO, if any.
- 10.6. To the extent that all payments have been received for all Work Orders between the Parties, in the event of termination or expiration of this Agreement, 5F shall promptly return all materials, and hand over all work in

progress to WILCO.

- 10.7. The Work Orders entered into between Parties pursuant to the Agreement may be terminated individually for the specific assignment set out in such Work Order in accordance with the provisions set out in this Article 10. In the event that an individual Work Order is terminated in accordance with this Article 10, this Agreement and any remaining Work Orders or purchase orders continue to be in force and effective between the Parties.

11. INDEMNIFICATION

- 11.1. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOICE), 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 INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORKSITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

- 11.2. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOICE), 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 ATTORNEY'S FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE; PROVIDED, HOWEVER, FOR THE AVOIDANCE OF DOUBT, ANY CLAIMS BASED ON A BREACH OF CONTRACT SHALL BE EXCLUDED FROM INDEMNIFICATION HEREUNDER.

- 11.3. Notwithstanding anything herein to the contrary, under no circumstances shall 5F be responsible for any indemnification obligations that result from, or relate to, acts or omissions of WILCO or its employees, agents, contractors, or any other third-party acting on WILCO's behalf.

12. WARRANTY

- 12.1. 5F represents and warrants that it has the requisite skills, professional ability, and experience to perform the Services. 5F shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing services similar to the Services in the same locality.
- 12.2. 5F represents and warrants that it has the right to enter into this Agreement and perform the services, and that there are no restrictions imposed on it which would prevent it from performing the Services and complying with all provisions of this Agreement.
- 12.3. Unless as otherwise agreed upon by the Parties, any goods provided under this Agreement or any associated

Work Order shall be free from defects in material or workmanship, shall be of new and good quality and fit for its intended purpose, and shall be in compliance with all standards generally accepted in the local industry.

12.4. 5F represents and warrants that, for the period beginning on the date 5F commences performance of the Services pursuant to each Work Order and terminating one (1) year from the substantial completion of the Services, the Services shall substantially comply with the requirements of the Work Order(s) and shall be free of any material defects.

12.5. At WILCO's and exclusive remedy 5F shall repair and/or replace any defective or non-conforming Services, at no charge to WILCO. Provided, however, 5F shall not be responsible for damage, defects, or deficiencies caused by: (.1) equipment abuses or misuse, (.2) work, installations, and/or modifications that are not performed by 5F; (.3) improper operation, and (.4) normal wear, tear, and usage.

12.6. **5F HAS NOT MADE AND DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER RELATING TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REPRESENTATIONS AS TO: (.1) THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OR PARTS OF EQUIPMENT; (2) THE SERVICES FITNESS FOR ANY PARTICULAR PURPOSE; (.3) THE QUALITY OF WORKMANSHIP; OR (.4) THE PERFORMANCE OR CAPACITY OF EQUIPMENT. ANY AND ALL SUCH OTHER WARRANTIES AND/OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED BY 5F.**

13. WAIVER OF CONSEQUENTIAL DAMAGES

13.1. TO THE FULLEST EXTENT PERMITTED BY LAW, 5F SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES SUFFERED BY WILCO UNDER ANY PART OF THIS AGREEMENT, WORK ORDER OR CHANGE ORDER WHETHER OR NOT THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES HAS BEEN DISCLOSED TO 5F OR COULD HAVE BEEN REASONABLY FORESEEN BY 5F.

14. LIMITATION OF LIABILITY

14.1. Notwithstanding any other provisions contained elsewhere in this Agreement or any Work Order to the contrary, (.1) the remedies stated in this Agreement are exclusive, and (.2) in no event shall the cumulative aggregate liability of 5F to WILCO for any damages, whether in contract, warranty, tort, negligence, strict liability, delay, error or omission, indemnity, or otherwise the for performance of the Services or breach of Agreement, or anything done in connection therewith, exceed ten (10%) percent of the Contract Price.

15. MISCELLANEOUS

15.1. **Notices:** All notices, demands, requests, or other communications hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, or sent by facsimile or electronic mail, addressed as follows:

- If to 5F HVAC Service:
 - 5-F Mechanical Group, Inc.
Attn: Steve Pack
PO Box 81305 Austin, Texas 78708
Phone: 512.771.5482

Email: steve.pack@5fmech.com

- If to 5F Plumbing Service:
 - 5-F Mechanical Group, Inc.
Attn: Tommy Schwartz
PO Box 81305 Austin, Texas 78708
Phone: 512.269.6043
Email: tschwartz@5fmech.com
- If to WILCO:
 - Williamson County Facilities Department
Attn: Facilities Maintenance Director or designee
3101 SE Inner Loop Georgetown, Texas 78726
Phone: 512.943.1599
Email: facilities@wilco.org

Any such notice shall be deemed to be given and received on the day on which the correspondence was delivered or transmitted. Either Party may change its address for service from time to time by giving notice in writing thereof to the other Party in accordance with this Article.

15.2. **Entire Agreement Modifications:** This Agreement, together with any exhibits, constitutes the entire agreement between the Parties. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and executed by both Parties.

15.3. **Severability:** If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall remain valid in full force and effect.

15.4. **Assignment:** This Agreement or any other obligation hereunder shall not be assigned by either Party without the prior written consent of the other Party.

15.5. **Third-Party Beneficiaries:** This Agreement is not intended to confer upon any non-Party any rights or remedies hereunder.

15.6. **Binding Effect:** Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives, and assigns.

15.7. **Waiver of Breach:** Failure of 5F to take action for nonperformance or for any breach of this Agreement shall not be construed as a waiver or relinquishment of any such term or condition, or of the right to enforce such term or condition in the event of any future reoccurring breach.

15.8. **Conflict:** To the extent any provision of this Agreement conflicts with any provision of any Work Order(s), the provisions of this Agreement shall govern unless the Work Order explicitly states otherwise.

15.9. **Dispute Resolution; Jurisdiction:** To the extent a dispute between the Parties arises from or relates to, (.1) this Agreement, (.2) Work Order(s), or (.3) Change Order(s), the Parties shall first meet informally to resolve such dispute. In the event that no resolution is achieved, the Parties, prior to the initiation for any action or proceeding under this section, shall make a good faith effort to resolve the dispute by negotiation between

representatives with decision-making power. In the event that the informal meeting does not resolve the dispute, the Parties shall submit the dispute to mandatory mediation before legal action is taken under this Agreement.

- 15.9.1. In addition to any other rights or remedies at law and/or equity, the prevailing party in any proceeding shall be entitled to full reimbursement for its attorney's fees, investigation expenses, expert witness fees and costs, and other costs and expenses occurred.
- 15.10. **Governing Law:** This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to the choice-of-law rules thereof.
- 15.11. **Legal Hold:** In the event of litigation or reasonably anticipated litigation, a Party may notify the other Party of the requirement to place a legal hold on specific records ("**Legal Hold Notice**"). Upon receipt of such a Legal Hold Notice, the records specified in the Legal Hold Notice must no longer be subject to normal documentation retention procedures and cannot be destroyed, altered, deleted, removed, or disposed of unless directed by such a receiving Party.
- 15.12. **No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of WILCO, the Williamson County Commissioners Court, or the Williamson County Judge.
- 15.13. **Right to Audit:** 5F agrees that WILCO 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 and all books, documents, papers, and records of 5F which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. 5F agrees that WILCO shall have access during normal working hours to all necessary 5F facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. WILCO will give 5F reasonable advance notice of intended audits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____ (Insert Date Here).

Williamson County

By: Bill Gravell Jr.
Bill Gravell (Mar 29, 2022 11:54 CDT)

Name: Bill Gravell

Title: County Judge

Date: Mar 29, 2022

5-F Mechanical Group, Inc.

By: Tommy Schwartz

Name: Tommy Schwartz

Title: Service manager - Plumbing

Date: 03-07-2022

TACLA 008268E M 16699

Invoice No. _____

BILL TO			JOB SITE		
Name			Name		
Street			Street		
City	TX	Zip	City	TX	Zip
MAKE		MODEL NO.	SERIAL NO.		

DESCRIPTION OF WORK REQUESTED		Suction Pressure	
		Discharge Pressure	
		Volts / Amps	L1
			L2
			L3
		Motor Amps	L1
		<input type="checkbox"/> Evap.	
		<input type="checkbox"/> Cond.	
		Superheat/Subcooling	
REFRIGERANT TYPE	LBS. RECOVERED	LBS. RECYCLED	LBS. ADDED

[illegible]

SEE REVERSE SIDE FOR TERMS AND CONDITIONS WHICH APPLY TO THIS INVOICE

5F Mechanical Group Inc.**15705 Brenda Street
Austin, TX 78728****T & M Number** _____**DATE** _____**Phone: 512-251-6880 Fax: 512-251-5591****Customer** _____**Comments** _____**Address** _____**DAILY TIMESHEET****Work Description:** _____

Name	Hours			Name	Hours			
	ST	OT	PT		ST	OT	PT	
								HRS
								X \$
								Total \$
								HRS
								X \$
								Total \$

Materials**Materials**

Customer Rep: (printed name) _____**Signature** _____**Date:** _____**Tax** _____**Complete** ☐ YES ☐ NOTACLA008268E
RMP16699



Master Service Agreement | Exhibit B

Customer <Insert WILCO Name> Attn: <CONTACT> <Insert WILCO Address> Tel: <PHONE> Fax: <FAX> Email: <EMAIL>	SF Mechanical Group, Inc. Attention _____ PO Box 81305 Austin, Texas 78708 512.251.6880 www.Sfmech.com <EMAIL>
---	--

Project:
Contract Price:
Contract Time:

Change Order Number: _____

This Change Order (the "Change Order") is made effective by and between WILCO and SF and is issued and governed by that certain Master Services Agreement (the "Agreement") dated _____ between the Parties. Unless otherwise defined in this Change Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into the Work Order, and all such terms and conditions are binding on the Parties.

WILCO agrees to pay for all changes in the Service performed by SF under this Change Order according to the terms of the Agreement. The amount paid by WILCO shall be full compensation for all work requested and for effects of this change in the Work. The change, if any, in the Contract Price Amount shall be computed according to one of the following methods:

1. ☐ Lump Sum of [\$ _____]
2. ☐ Costs Plus a Fee
3. ☐ Unit Price
4. ☐ Other
5. ☐ No Change

If Item 2, 3, or 4 is checked, SF shall submit promptly to WILCO such itemized labor and material breakdowns as WILCO may reasonably require for Services performed or deleted from the Work Order issued pursuant to the Agreement as required by this Change Order. SF shall include the amount of such change in its next invoice for payment.

The Contract Time, if affected by this Change Order, is modified as follows:

Add ☐ Business Days OR deduct ☐ Business Days

Original Work Order Amount or Contract Price: ☐

Changes in Work Order Amount or Contract Price from previously approved Change Orders: ☐

Revised Work Order Amount or Contract Price: ☐

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit C –
Compensation and Fee Schedule**

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

Personnel Level	Hourly Rate – FY 24 (10/1/2023 – 2/29/2024)
1. HVAC & Plumbing Master	
a. Regular Hours (7 am - 4 pm)	\$ 99.00
b. After Regular Hours (4:01 pm – 6:59 am)	\$ 148.50
c. Weekends or County approved Holidays	\$ 148.50
2. HVAC & Plumbing Apprentice	
a. Regular Hours (7 am – 4 pm)	\$ 58.07
b. After Regular Hours (4:01 pm – 6:59 am)	\$ 84.00
c. Weekends or County approved Holidays	\$ 84.00
3. Emergency Response during Regular Hours	
a. HVAC & Plumbing Master	\$ 99.00
b. HVAC & Plumbing Apprentice	\$ 58.07
4. Emergency Response after Regular Hours	
a. HVAC & Plumbing Master	\$ 148.50
b. HVAC & Plumbing Apprentice	\$ 84.00
5. Emergency Response on Weekends or Approved Holidays	
a. HVAC & Plumbing Master	\$ 148.50
b. HVAC & Plumbing Apprentice	\$ 84.00

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Buy Board Rates

Effective March 1, 2021 - Feb. 29th 2024

Description		Price	
Plumbing Apprentice	Standard	\$ 58.07	
Plumbing Apprentice	Non-Standard	\$ 84.00	
Plumbing Journeyman	Standard	\$ 79.32	
Plumbing Journeyman	Non-Standard	\$ 109.27	
Plumbing Master	Standard	\$ 99.00	Service Tech Rates
Plumbing Master	Non-Standard	\$ 148.50	
Plumbing Other	Standard	\$ 58.07	Service Tech
Plumbing Other	Non-Standard	\$ 84.00	Apprentice Rates

Description		Price	
HVAC Apprentice	Standard	\$ 58.07	
HVAC Apprentice	Non-Standard	\$ 84.00	
HVAC Journeyman	Standard	\$ 63.00	
HVAC Journeyman	Non-Standard	\$ 88.20	
HVAC Master	Standard	\$ 99.00	Service Tech Rates
HVAC Master	Non-Standard	\$ 148.50	
HVAC Other	Standard	\$ 58.07	Service Tech
HVAC Other	Non-Standard	\$ 84.00	Apprentice Rates

MSA #2022140 HVAC and Plumbing Services					
Personnel Level	Hourly Rate FY22 (4/1/22-9/30/22)	Hourly Rate FY23 (10/1/23-9/30/23)	% of Price Increase for FY23	Hourly Rate FY24 (10/1/23-02/29/24)	% of Price Increase/Decrease for FY24
Journeyman (Master)					
a. Regular Hours (7am-4pm)	\$92.00	\$94.00	2%	\$99.00	5%
b. After Regular Hours (4:01pm - 6:59am)	\$138.00	\$141.00	2%	\$148.50	5%
c. Weekends or County approved Holidays	\$184.00	\$188.00	2%	\$148.50	-21%
Apprentice					
a. Regular Hours (7am-4pm)	\$60.00	\$62.00	3%	\$58.07	-6%
b. After Regular Hours (4:01pm - 6:59am)	\$90.00	\$93.00	3%	\$84.00	-9%
c. Weekends or County approved Holidays	\$120.00	\$124.00	3%	\$84.00	-32%
Emergency Response DURING Regular Hours					
a. Journeyman (Master)	\$92.00	\$94.00	2%	\$99.00	5%
b. Apprentice	\$60.00	\$62.00	3%	\$58.07	-6%
Emergency Response AFTER Regular Hours					
a. Journeyman (Master)	\$138.00	\$141.00	2%	\$148.50	5%
b. Apprentice	\$90.00	\$93.00	3%	\$84.00	-9%
Emergency Response on Weekends or Approved Holidays					
a. Journeyman (Master)	\$184.00	\$188.00	2%	\$148.50	-21%
b. Apprentice	\$120.00	\$124.00	3%	\$84.00	-32%

Commissioners Court - Regular Session**28.****Meeting Date:** 08/15/2023

ESOC Operations Floor Consoles (P625) – Vaughn Change Order 2

Submitted For: Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting a report from J. T. Vaughn Construction, Change Order No. 2 for the ESOC Operations Floor Consoles project (P625) for a time extension of 55 days. Funding Source is P625.

Background

This change order is for time only for 55 days due to changes in scope requested by County. There is no increase in funds. New substantial completion date will be September 19, 2023. Department point of contact is Angel Gomez, 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 P625.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Vaughn CO2

Form Review**Inbox**

Hal Hawes
Facilities Management (Originator)
Hal Hawes
County Judge Exec Asst.
Form Started By: Wendy Danzo
Final Approval Date: 08/08/2023

Reviewed By

Hal Hawes
Wendy Danzo
Hal Hawes
Becky Pruitt

Date

08/08/2023 09:59 AM
08/08/2023 01:29 PM
08/08/2023 03:31 PM
08/08/2023 04:01 PM
Started On: 08/07/2023 01:41 PM



CHANGE ORDER

FOR PROJECT: P625 ESOC Operations Floor Consoles

CHANGE ORDER NO: 002

NTP Date: April 26, 2023

DATE OF ISSUANCE: July 26, 2023

Contractor: Vaughn Construction

Project Architect: Facilities Management

Project Engineer: N/A

EXPLANATION:

1. Paint, supervisors' rooms (3 each), conference room and training room.
2. Replace carpet in supervisors' room (3 each), conference room, and training room.
3. Replace flooring in Wilco media room in secured area.

CONTRACT CHANGE:

1. Add an additional 55 calendar days.

Original contract amount \$ 602,918.00
Net change by previously submitted Change Orders \$ 0.00
Contract sum prior to this Change Order was \$ 602,918.00
Contract Sum to be decreased/increased by this Change Order in the amount of \$ 0.00
The new Contract Sum including this Change Order will **\$ 602,918.00**
The Contract Time will be changed by (55) days
The date of Substantial Completion as of the date of this Change Order **September 19, 2023**

PROPOSED BY:

Mike Simpson
Secretary
Contractor's Printed Name

Mike Simpson

Digitally signed by Mike Simpson
DN: C=US,
E=msimpson@vaughnconstruction.com,
O="J.T. Vaughn Construction, LLC",
CN=Mike Simpson
Date: 2023.08.04 14:01:13-05'00'

Signature

08/04/2023

Date

ACCEPTED BY:

Jesus Angel Gomez, PM/ODR
Owner's Representative

Signature

8/7/2023
Date

Trenton H. Jacobs, AIA
Architect/Engineer Name

Signature

8/7/23
Date

Commissioners Court - Regular Session**29.****Meeting Date:** 08/15/2023

EXPO Storm Repairs (P562) – Change Order 8 - 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 a report from Chasco Constructors, Change Order No. 8 for the Expo Storm Repairs project (P562) for \$62,584. Funding Source is P562.

Background

This change order is additional funds of \$62,584 for repairs to the Expo Storm project. There is no increase in time. Department point of contact is Angel Gomez, Facilities Management Project Manager. Funding for this project is P562

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Chasco CO8

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 08/08/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

08/08/2023 09:59 AM

08/08/2023 02:27 PM

Started On: 08/07/2023 02:38 PM



Change Order

AIA DOCUMENT G701

Distribution to:

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: Wilco Expo GMP 2

CHANGE ORDER NO: 8

DATE: 7/14/2023

CHASCO PROJECT NO: 21165

TO OWNER: Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

CONTRACT DATE: 6/8/2021

CONTRACT FOR: Main Arena and
Collapsed Canopy

The Contract is changed as follows:

1) Repair Insulation 62,584

TOTAL: 62,584

Not valid until signed by the Owner, Architect and Contractor.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Guaranteed Maximum Price was	2,009,747
Net change by previously authorized Change Orders	175,733
The Guaranteed Maximum Price prior to this Change Order was	2,185,480
The Guaranteed Maximum Price will be increased by this Change Order	62,584
The new Guaranteed Maximum Price including this Change Order will be	2,248,064

The Date of Substantial Completion as of the date of this Change Order is 9/6/2023

Authorized:

N/A

ARCHITECT

CONTRACTOR

OWNER

Address: Parkhill, Smith & Cooper
255 N. Center St., STE 200
Arlington, TX 76011

Address: Chasco Constructors
Po Box 1057
Round Rock, TX 78680

Address: Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

By: Charles Shaw

By: Bill Bambrick

Reviewed by
By: Angel Gomez

DATE: _____

DATE: 7-17-23

DATE: _____

\$ 62,584

Commissioners Court - Regular Session**30.****Meeting Date:** 08/15/2023

2023 Order Authorizing Defeasance and Redemption of Outstanding Bonds

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding "Order Authorizing the Defeasance and Redemption of Certain of the County's Outstanding Unlimited Tax Road Bonds, Series 2015 and Combination Tax and Revenue Certificates of Obligation, Series 2015"

Background

Carol Polumbo of McCall Parkhurst and Horton will be present to answer any legal questions. The county budgeted to defease \$30 million in outstanding bonds in Fiscal Year 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Fiscal Year 2023 Defeasance Order for Outstanding Bonds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 08:41 AM

Started On: 08/09/2023 06:25 PM

**ORDER AUTHORIZING THE DEFEASANCE AND
REDEMPTION OF CERTAIN OF THE COUNTY'S OUTSTANDING
UNLIMITED TAX ROAD BONDS, SERIES 2015**

AND

**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2015**

WHEREAS, Williamson County, Texas (the "County") has duly issued and there is now outstanding the following obligations:

Williamson County, Texas Unlimited Tax Road Bonds, Series 2015 outstanding in the aggregate principal amount of \$36,205,000 (the "Series 2015 Road Bonds"); and

Williamson County, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015 outstanding in the aggregate principal amount of \$23,950,000 (collectively referenced herein with the Series 2015 Road Bonds as the "Series 2015 Obligations"); and

WHEREAS, the Commissioners Court of the County deems it to be in the best interest of the County to use lawfully available funds to defease and redeem up to \$30,000,000 principal amount of the Series 2015 Obligations on the first available redemption date after the giving of notice and compliance with the provisions of the orders authorizing the issuance of the Series 2015 Obligations (the "Defeased Obligations"). The amount of the Series 2015 Obligations defeased and redeemed may be adjusted as approved by the County Auditor to include interest costs to the redemption date and also based on available funds and final interest rates for escrow securities.

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

Section 1. The County hereby calls for redemption the Defeased Obligations. Attached to this Order as Exhibit "A" and made a part hereof for all purposes, is a copy of the notice of defeasance and redemption for the Defeased Obligations in substantially final form with such changes approved by the County Auditor. The County Auditor, Bond Counsel and the paying agent for the Defeased Obligations are hereby authorized to take all actions necessary to effectuate the defeasance and redemption of such obligations, including sending all notices of such defeasance and redemption required by the orders authorizing the Defeased Obligations.

Section 2. The County hereby determines and authorizes that lawfully available funds sufficient to defease and redeem all or any portion of the Defeased Obligations shall be deposited with BOKF, NA, as Escrow Agent for such obligations, pursuant to the terms of an Escrow Agreement by and between the County and BOKF, NA (the "Escrow Agreement"). The Escrow Agreement in substantially the form and substance previously approved by the County in connection with the defeasance of outstanding obligations is hereby approved, and the County Auditor is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as

necessary. The County hereby determines and authorizes that such funds deposited under the Escrow Agreement shall be used to defease and redeem the Defeased Obligations.

Section 3. The County Auditor is hereby authorized to transfer County funds as authorized herein to defease and redeem the Defeased Obligations.

Section 4. The County Judge and the County Auditor and all other officers, employees and agents of the County, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things, including giving any notices as may be required by the County's continuing disclosure obligations, if any, with respect to the Defeased Obligations and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order or the order authorizing the Defeased Obligations.

Section 5. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 6. This Order shall be in full force and effect immediately upon its passage and approval.

EXHIBIT "A"

NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE IS HEREBY GIVEN that Williamson County, Texas (the "County") has established an escrow with cash and State and Local Government Series (SLGS) Securities to defease and has called for redemption the outstanding bonds of the County described below at a price of par plus accrued interest to such date of redemption, to-wit:

Williamson County, Texas Unlimited Tax Road Bonds, Series 2015, maturing on February 15 as further described below (the "Defeased Bonds")

<u>Maturity Date</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Defeased</u>	<u>Principal Amount Remaining</u>	<u>Interest Rate</u>	<u>Redemption Date</u>	<u>Original CUSIP*</u>	<u>New CUSIP* Defeased/Re deemed Portion</u>	<u>New CUSIP* Non-Redeemed/Def eased Portion</u>
2029	\$ 3,660,000	\$ 2,680,000	\$ 980,000	5.000%	February 15, 2025	969887Z92		
2030	3,845,000	3,845,000	0	5.000	February 15, 2025	9698872A5	N/A	
2031	4,045,000	4,045,000	0	5.000	February 15, 2025	9698872B3	N/A	
2032	4,250,000	4,250,000	0	5.000	February 15, 2025	9698872C1	N/A	
2033	4,445,000	4,445,000	0	4.000	February 15, 2025	9698872D9	N/A	

* The CUSIP Numbers are provided for the convenience of the holders of the Bonds. The County and the Paying Agent do not warrant the accuracy of the CUSIP Numbers, and neither shall be responsible for any error of any nature relating to CUSIP Numbers.

The Defeased Bonds shall be redeemed upon presentation at a principal corporate office of BOKF, NA dba Bank of Texas, Dallas, Texas, as paying agent/registrar for the Defeased Bonds, at the addresses set forth below. Interest on the Defeased Bonds shall cease to accrue from and after the Redemption Date.

If by Mail or Overnight Mail:

**BOKF, NA
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107**

**Bond Holder Communications:
866.429.7481**

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WILLIAMSON COUNTY, TEXAS

NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE IS HEREBY GIVEN that Williamson County, Texas (the "County") has established an escrow with cash and State and Local Government Series (SLGS) Securities to defease and has called for redemption the outstanding bonds of the County described below at a price of par plus accrued interest to such date of redemption, to-wit:

Williamson County, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015, maturing on February 15 as further described below (the "Defeased Certificates")

<u>Maturity Date</u> <u>February 15</u>	<u>Sinking Fund</u> <u>Installment Date</u> <u>February 15</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Redemption</u> <u>Date</u>	<u>CUSIP</u> <u>NO.</u>
2030	N/A	\$ 2,690,000	5.000%	February 15, 2025	969887X29
2031	N/A	2,795,000	5.000	February 15, 2025	969887X37
2032	N/A	2,895,000	5.000	February 15, 2025	969887X45
2035	2033	1,760,000	4.000	February 15, 2025	969888BG0

* The CUSIP Numbers are provided for the convenience of the holders of the Certificates. The County and the Paying Agent do not warrant the accuracy of the CUSIP Numbers, and neither shall be responsible for any error of any nature relating to CUSIP Numbers.

The Defeased Certificates shall be redeemed upon presentation at a principal corporate office of BOKF, NA dba Bank of Texas, Dallas, Texas, as paying agent/registrar for the Defeased Certificates, at the addresses set forth below. Interest on the Defeased Certificates shall cease to accrue from and after the Redemption Date.

If by Mail or Overnight Mail:

BOKE, NA
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Bond Holder Communications:
866.429.7481

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session**31.****Meeting Date:** 08/15/2023

Acknowledge Adam Bryant's service to ESD #1

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider, discuss, and take appropriate action on recognizing Adam Bryant, outgoing President of Emergency Services District #1 Board of Commissioners, for his 17-year commitment of service to ESD #1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

08/09/2023 12:51 PM

Started On: 08/09/2023 11:48 AM

Commissioners Court - Regular Session**32.****Meeting Date:** 08/15/2023

National Fentanyl Awareness and Prevention Day Proclamation

Submitted For: Terry Cook**Submitted By:** Garry Brown, Commissioner Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a proclamation recognizing National Fentanyl Awareness and Prevention Day on August 21, 2023.

Background

This proclamation is a joint effort with the Williamson County Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

08/09/2023 04:01 PM

Started On: 08/09/2023 02:04 PM



PROCLAMATION

WHEREAS, Illicit Fentanyl is 100 times more potent than morphine and 50 times stronger than heroin; and

WHEREAS, For the first time in our nation's history, over 300,000 Americans have died of drug overdose and fentanyl poisoning in just a few years, from 2020 to the present; and

WHEREAS, Children under 14 are dying of fentanyl poisoning faster than any other age group, and fentanyl continues to be the number one killer of adults 18-45; and

WHEREAS, As of Aug 2023, in Williamson County, we have had 29 Overdose deaths and another 32 others pending autopsy/toxicology reports; and

WHEREAS, Illicit fentanyl is purposely and deceptively added to other drugs because of its extreme potency, thereby making drugs cheaper, more powerful, more addictive, and more dangerous; and

WHEREAS, Just 2 mg of fentanyl can cause sudden death and can be a lethal dose; and

WHEREAS, the Williamson County Sheriff's Office is part of the Central Texas Overdose Task Force, working with the Drug Enforcement Agency, Homeland Security, the FBI, other law enforcement agencies, and non-profit organizations; and

WHEREAS, the task force will concern itself with law enforcement, education, and rehabilitation; and

WHEREAS, our own Sheriff's Office already has been working with 2 fentanyl awareness groups- A Change For Cam and Texas Against Fentanyl;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court recognizes Monday, August 21, 2023 as National Fentanyl Awareness and Prevention Day in Williamson County and encourage all who live here to join the fight to stop the fentanyl crisis with the Williamson County Sheriff's Office, and seek the knowledge and resources readily available to you and your family, because there is no socio-economic boundary for deaths from fentanyl poisoning.

Passed by Commissioners Court and Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session**33.****Meeting Date:** 08/15/2023

BA Rev CA Pretrial Intervention Program 8.15.23

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the Pretrial Intervention Program Fund.

Background

Defendants in the County Attorney Pretrial Intervention Program pay the fees to participate in the program. The fees pay the third party provider for the services. The number of participants in the program are more than projected for fiscal year 2023. The budget amendments are to recognize the additional fees and services provided through the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0364.0000.351000	Pynt by Program Participants	\$65,500.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 08:27 AM

Started On: 08/09/2023 02:40 PM

Commissioners Court - Regular Session**34.****Meeting Date:** 08/15/2023

BA Exp CA Pretrial Intervention Program 8.15.23

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Pretrial Intervention Program Fund.

Background

Defendants in the County Attorney Pretrial Intervention Program pay the fees to participate in the program. The fees pay the third party provider for the services. The number of participants in the program are more than projected for fiscal year 2023. The budget amendments are to recognize the additional fees and services provided through the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0364.0475.004100	Professional Services	\$65,500.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 08:28 AM

Started On: 08/09/2023 02:41 PM

Commissioners Court - Regular Session**35.****Meeting Date:** 08/15/2023

Budget Amendment for Disaster Relief

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for non-departmental.

Background

The budget amendment will offset expenditures related to Winter Storm Mara that occurred between January 30, 2023 through February 2, 2023. Debris expenditures occurred January 30, 2023 through June 24, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	0100.0409.004987	Disaster Relief	\$4,672,642.67

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 08:28 AM

Started On: 08/09/2023 03:18 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 08/15/2023

Budget Amendment for Insurance Deductible

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Williamson County Radio Communications System Fund.

Background

During Winter Storm Mara, several towers sustained significant damage during the storm. Insurance covered the damage less the deductible. This budget amendment covers the deductible of \$25,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	0507.0507.004987	Disaster Relief	\$25,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 08:37 AM

Started On: 08/09/2023 04:32 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 08/15/2023

Budget Amendment for Insurance Proceeds

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional revenues for the Radio Communication System fund.

Background

The budget amendment recognizes insurance proceeds received to acknowledge additional revenues on the Radio Communications System Fund. The insurance proceeds were received for Radio Tower damages that occurred during Winter Storm Mara.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0000.364100	Insurance Proceeds	\$139,671.15

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 08:37 AM

Started On: 08/09/2023 04:50 PM

Commissioners Court - Regular Session**38.****Meeting Date:** 08/15/2023

Budget Amendment for Insurance Proceeds

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Radio Communications System Fund.

Background

The budget amendment recognizes insurance proceeds received to offset the expenditures on the Radio Communications System Fund on Radio Tower damages from Winter Storm Mara.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.004987	Disaster Relief	\$139,671.15

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 08:38 AM

Started On: 08/09/2023 04:57 PM

Commissioners Court - Regular Session**39.****Meeting Date:** 08/15/2023

Edward Byrne Memorial Justice Assistance Grant Program for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2023, Local Solicitation.

Background

The Sheriff's Office is seeking approval to apply for approximately \$14,058.00 through the Edward Byrne Memorial JAG Program for the Community Affairs Unit. Funds awarded through this grant will be used to purchase supplies and equipment for the Drug Abuse Resistance Education (DARE), Citizens Academy, Public Safety Cadets, and Junior Deputy Academy programs. This grant requires no resolution or match.

The required Application for Federal Assistance (SF-424) and Disclosure of Lobbying Form (SF-LLL) are now completed online; no physical signatures are needed. A copy of both documents are attached for the Courts review.

Staff recommends the following action: Approve the Sheriff's Office to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY2023 Local Solicitation and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Grants Management Request
Application for Federal Assistance SF-424
Disclosure of Lobbying Form

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 10:22 AM

Started On: 08/09/2023 11:31 AM

Grant Title/Project Name:	Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2023, Local Solicitation
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2023
End Date:	9/30/2024
Please select request category:	Community Affairs Unit
Describe the purpose of the grant in detail to include all requirements.	To provide equipment and supplies for the Community Affairs Unit's programs including Drug Abuse Resistance Education (DARE), Citizens Academy (CA), Public Safety Cadets (PSC), and Junior Deputy Academy (JDA).
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$14,058.00
Please provide a breakdown of the total cost above.	The amount requested will provide items for the Community Affairs Unit's programs, including Drug Abuse Resistance Education (DARE), Citizens Academy (CA), Public Safety Cadets (PSC), and Junior Deputy Academy (JDA). Items to be purchased include expendable items used annually in these programs, digital cameras, printers, and printer ink.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	N/A
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	

Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	Many of the items we are requesting are consumables that need to be replenished annually. Those that will be used multiple times are items the unit currently does not have or may need to be replaced.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	Approximately 3 staff members. Additional staff make short presentations for the JDA and Citizen's Academy.

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	Community Affairs Unit's offices
What is the useful life of the item?	The consumable items will be expended during the grant period. The remaining equipment and supplies should last 4-5 years.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No
How will this item be funded when the grant ends?	Additional grant funding will be pursued. If funding is not secured through grants, requests will be made through the normal budget process.
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?	Approximately 6 hours for Information Technology Services to obtain quotes and install all equipment. Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
If yes, how much is the match amount?	
ID	113
Version	2.0
Attachments	False
Created	8/9/2023 8:40 AM
Created By	Dana Foster
Modified	8/9/2023 8:50 AM
Modified By	Dana Foster

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Williamson County

* b. Employer/Taxpayer Identification Number (EIN/TIN):

746000978

* c. UEI:

C4DCBLYNND6

d. Address:

* Street1:

710 S Main Street #301

Street2:

* City:

Georgetown

County/Parish:

* State:

TX

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

78626

e. Organizational Unit:

Department Name:

Sheriff's Office

Division Name:

Community Affairs Unit

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Dana

Middle Name:

* Last Name:

Foster

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

512-943-1168

Fax Number:

* Email:

dfoster@wilco.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDOJ-OJP-BJA

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2023-171790

* Title:

BJA FY23 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Williamson County Sheriff's Office Community Arraignment Unit Programs - DARE, Citizens Academy, Junior Deputy Academy, and Public Safety Cadets Programs

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

31

* b. Program/Project

31

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

10/01/2023

* b. End Date:

09/30/2024

18. Estimated Funding (\$):

* a. Federal

14,058.00

* b. Applicant

0.00

* c. State

0.00

* d. Local

0.00

* e. Other

0.00

* f. Program Income

0.00

* g. TOTAL

14,058.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Bill

Middle Name:

* Last Name:

Gravell

Suffix:

Jr.

* Title:

Williamson County Judge

* Telephone Number:

512-943-1550

Fax Number:

* Email:

ctyjudge@wilco.org

* Signature of Authorized Representative:

Completed by Grants.gov upon submission.

* Date Signed:

Completed by Grants.gov upon submission.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name Williamson County * Street 1 710 S Main Street #301 Street 2 <input type="text"/> * City Georgetown State <input type="text" value="TX"/> Zip <input type="text" value="78626"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: US DOJ, OJP, Bureau of Justice Assistance	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name NA Middle Name <input type="text"/> * Last Name [REDACTED] Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name NA Middle Name <input type="text"/> * Last Name [REDACTED] Suffix <input type="text"/> * Street 1 <input type="text"/> Street 2 <input type="text"/> * City <input type="text"/> State <input type="text"/> Zip <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text" value="Completed on submission to Grants.gov"/> * Name: Prefix <input type="text"/> * First Name Bill Middle Name <input type="text"/> * Last Name Gravell Suffix <input type="text" value="Jr."/> Title: <input type="text" value="Williamson County Judge"/> Telephone No.: <input type="text" value="512-943-1550"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Commissioners Court - Regular Session**40.****Meeting Date:** 08/15/2023

Installation of Tempered Glass at the Children's Advocacy Center by Russell Glass Company

Submitted For: Joy Simonton**Submitted By:** Dolores Donaldson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the service contract #2023258 for tinted insulated windows at the Children's Advocacy Center by Russell Glass Company, in the amount of \$11,236.31 and authorizing the execution of this agreement.

Background

Facilities Management submitted a requisition #132392 for removal and replacement of insulated windows throughout Children's Advocacy Center; The materials include 18 each of 34 x 51; 12 each 24 x 24; 3 each 48 x 48; 1 each 53 x 33; 3 each tempered black spandrel; includes all labor, energy fees and appurtenances. Work must be substantially completed by Sep 15, 2023. The department contacted four vendors for quotes, but only received one response. Funding source 01.0100.1064.004509. Department point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Contract

Quotes for CAC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dolores Donaldson

Final Approval Date: 08/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/09/2023 11:49 AM

08/09/2023 12:47 PM

Started On: 08/09/2023 09:13 AM

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
(Russell Glass Company)

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

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

I.

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

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

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

II.

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

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of **the date of the last party’s execution below** and shall continue until the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit “A”**. The not-to-exceed amount under this Contract is Eleven Thousand Two Hundred and Thirty-Six Dollars and Thirty-One Cents (\$11,236.31). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

V.

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

A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

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

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

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

VI.

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

VII.

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

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

VIII.

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

IX.

Compliance With All Laws: Service Provider agrees and will comply with all local, state,

or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

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

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

XXIII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Russell Glass Company
Service Provider

Authorized Signature

Printed Name

Date: 8-7, 2023

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before **September 15, 2023**.

Cooperative Purchasing Contract or Agreement (if applicable): _____

EXHIBIT A

RUSSELL GLASS COMPANY
2611 S. AUSTIN AVE.
GEORGETOWN, TX 78626
(512) 863-4527 / Fax (512) 868-2878

Fed. ID# 742772784

CHILDREN'S ADVOCACY CENTER
1811 SE INNER LOOP
GEORGETOWN, TX 78626

Quote #	Q R0044700	Date	08/04/2023
Cust. #	CHILDREN'S	Price Cat	1, CASH
P.O. #		Sold By	RESI MIRR
		Inst'l By	

Bus.: (512) 917-0894

Qty	Part	Thickness	Description	List	Price	Total
14	INSL	1/2	33-7/8 X 50-7/8 INSULATED CLEAR	254.62	254.62	3564.68
1	INSL	1/2	52-7/8 X 32-7/8 INSULATED CLEAR	263.19	263.19	263.19
3	INSL	1/2	33-7/8 X 33-7/8 INSULATED CLEAR	219.64	219.64	658.92
15	INSTEMCL	1/2	21-7/8 X 21-7/8 INSULATED TEMPERED CLEAR	112.80	112.80	1692.00
			1/2" OA *****			
1	LABOR		Labor Charge	4625.00	4625.00	4625.00
1	ESC	1	ENERGY SURCHARGE	432.52	432.52	432.52
			*****WINDOWS BLACKED OUT*****			
			** NO DOWN PAYMENT GET PO# BEFORE ORDERING GLASS			

SPECIAL INSTRUCTIONS

Russell Glass Company will measure your project at no charge. Quotes are good for 30 days only. Any item that needs to be ordered will require 1/2 down deposit unless a credit app is on file. All sales are final on customer provided measurements. Not responsible for breakage of customer's glass under any circumstance. We do not store glass for more than 15 days. Labor is warranted for 1 year from date of installation. Breakage of glass after installation is not covered by warranty on any application. No refunds, returns or exchanges on any items installed or custom cut.

Terms of payment are 30 days from Invoice date. A service charge of 1.000% per month (12.000% annum) will be added to past due accounts.

RECEIVED BY:

8/4/23 11:14am by INFO Updated 8/4/23 11:33am by INFO

Subtotal	6611.31
Labor	4625.00
Tax	0.00
Total	11236.31
Balance	11236.31



BID TABULATION SHEET

Date of Bid: **13-Mar-23** Bid Due Date: **15-Jun-23** Delivery Date: **As as awarded** Budget No: **4509**

Project: **CAC - Existing Bldg Replace Windows** Project ID: **N/A**

Location: **1811 SE Inner Loop, Georgetown, TX 78626** Solicited by: **Jesus Angel Gomez, SPM**

Scope: Remove and replace insulaed windows throughout facility; 18 each of 34 x 51; 12 each 24 x 24; 3 each 48 x 48; 1 each 53 x 33; 3 each tempered black spandrell; includes all labor, energy fees and appertenances. Work must be substantially complete by September 15,2023.

Bidder	Company Name	POC:	Telephone	Email	Bid Recvd
A	Russell Glass Co	Susan Cramer	512-863-4527	glass@russellglass.com	Yes
B	Maverick Windows	Answering Service	512-270-3023	info@maverickwindows.com	No response/Cancel
C	Vaughn Construction	Doug Boram	xx	dougboram@vaughconstruction.com	None
D	Statewide Remodeling		855-427-9574	email@satewsideremodeling.com	None

NOTE: * Call was made to each contractor followed by 2 emails requesting proposal on 2/23/2022 and 2/28/2022.

				Bidder A		Bidder B		Bidder C	
Item	Description of Task	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	18 each 34 x 51	18	EA	\$ 254.62	\$ 4,583.16				
2	12 each 24 x 24	12	EA	\$ 104.13	\$ 1,249.56				
3	3 each 48 x 48	3	EA	\$ 322.29	\$ 966.87				
4	1 each 53 x 33	1	EA	\$ 263.19	\$ 263.19				
5	3 each 24 x 24 tepered black spandrel	3	EA	\$ 287.60	\$ 862.80				
6	Labor and Appertenances	1	LS	\$ 5,217.44	\$ 5,217.44				
Total					\$ 13,143.02		0.00		0.00

Vendor Selected: Russell Glass Co.

Prepared by: Jesus Angel Gomez /
Print/Signature

Date: 20-Jul-23

Purpose: This form is used for construction and service projects not to exceed \$50,000.

Form: FACBidsheet-jagMAY21

Commissioners Court - Regular Session**41.****Meeting Date:** 08/15/2023

Receive the August 2023 Construction Summary Report and PowerPoint Presentation

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive the August 2023 Construction Summary Report and PowerPoint Presentation.

Background

Receive the August 2023 Construction Summary Report and PowerPoint Presentation.

Fiscal Impact

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

Attachments

August 2023 PowerPoint Presentation

August 2023 Construction Summary Report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:22 AM

Started On: 08/10/2023 10:55 AM



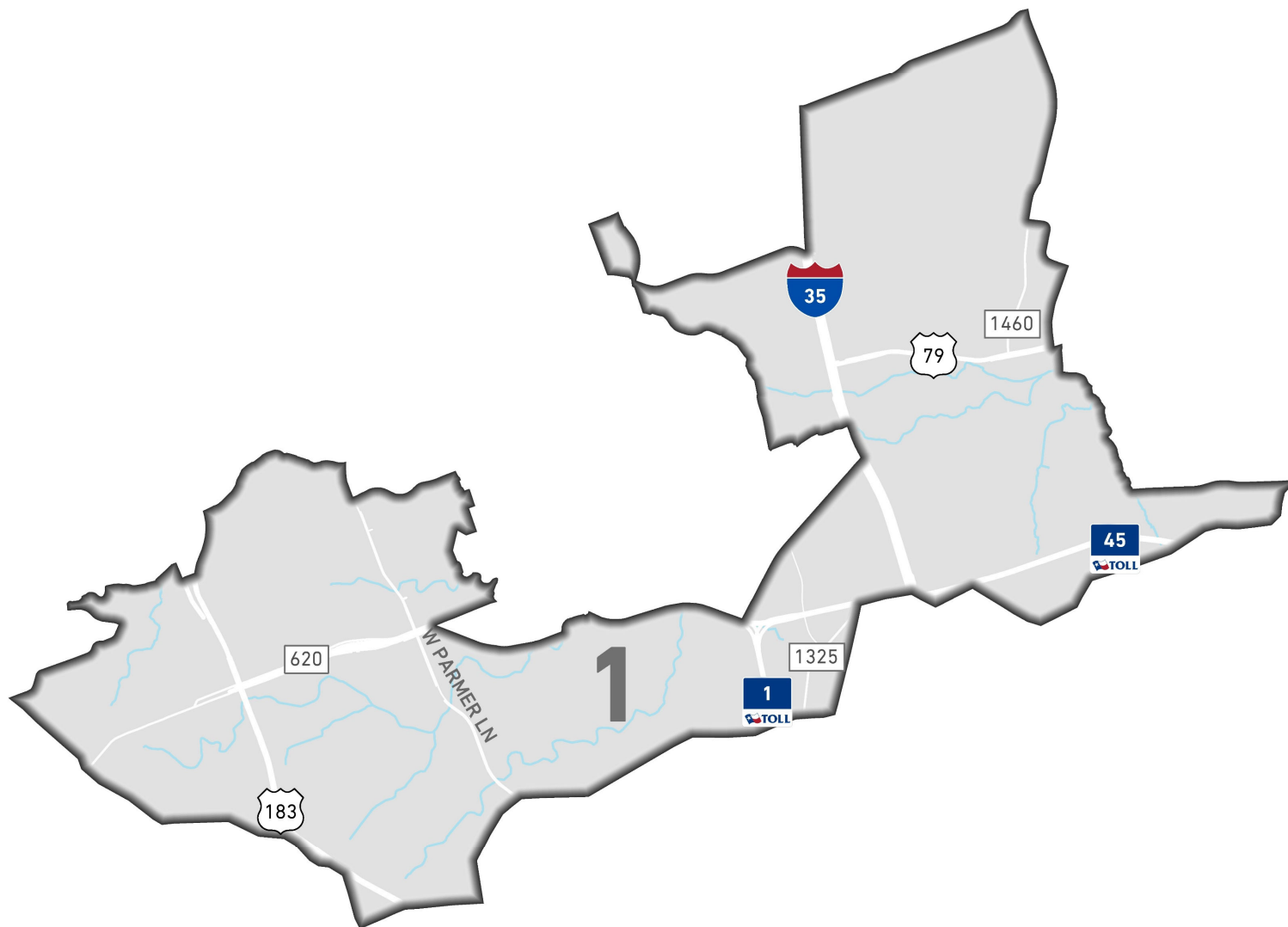
Williamson County Commissioners Court

Road Bond Program

August 15, 2023



Precinct 1



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

3

Anticipated Completion
Fall 2023



Partnership with TxDOT and the City of Round Rock
Original Contract Amount = \$27,468,703.67
Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



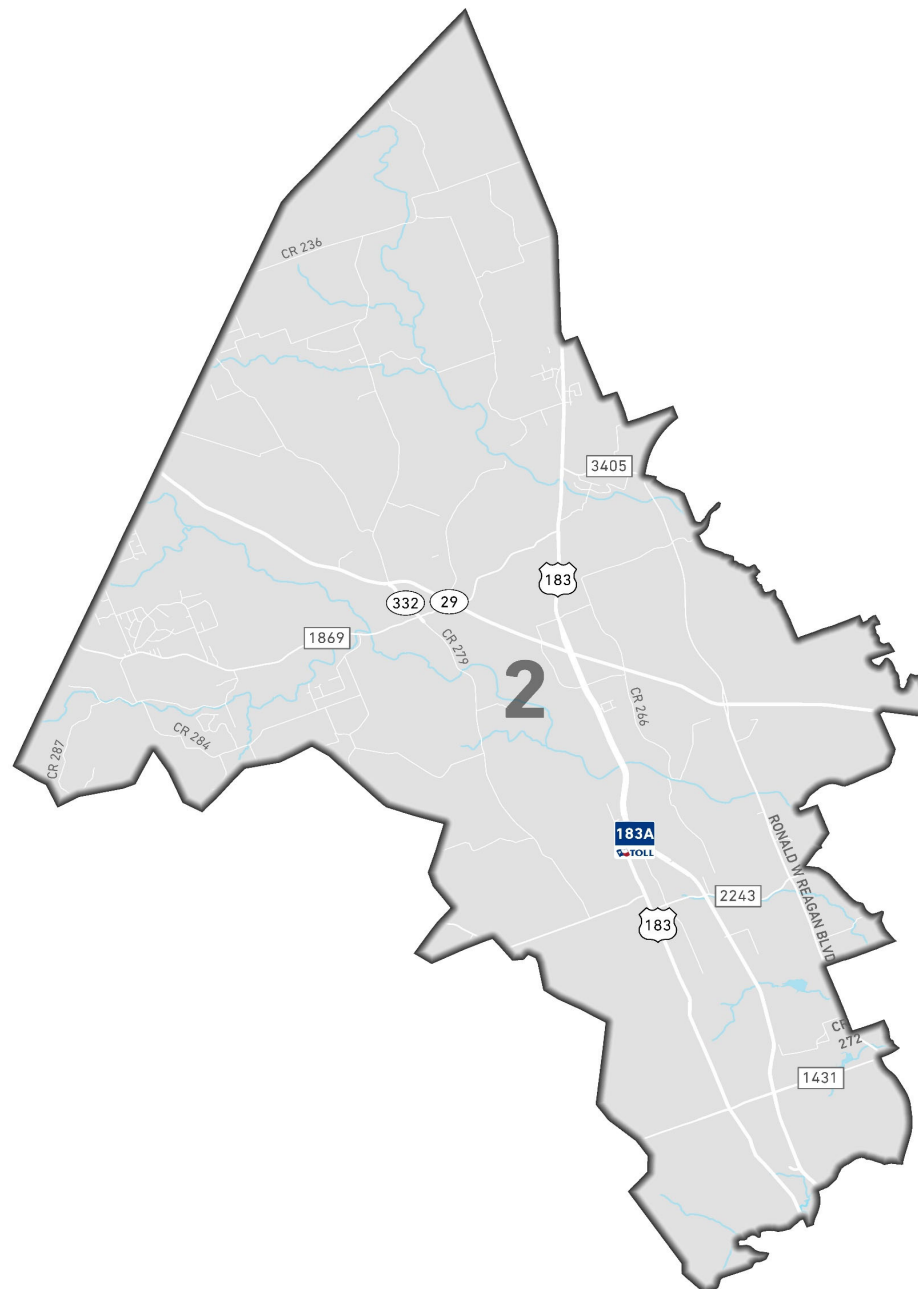
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

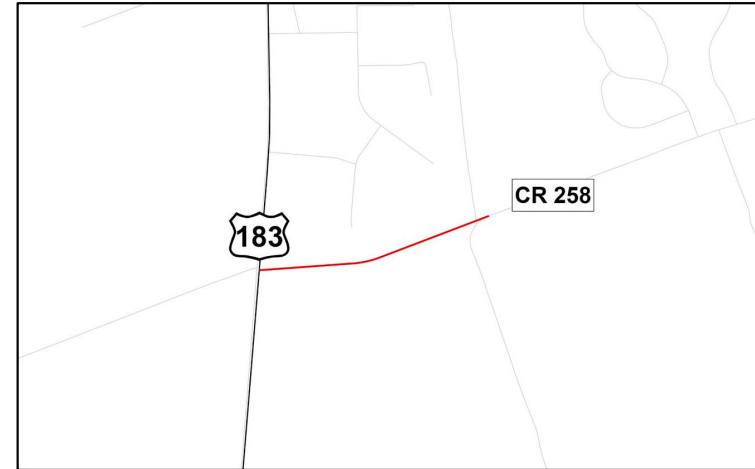


Precinct 2



CR 258 Extension

Anticipated Completion
Early 2024



Original Contract Price = \$5,836,754.36

Total Change Orders to Date = \$291,537.19

Adjusted Contract Price = \$6,128,291.55

Expenditures to Date = \$4,239,767.11 (69%)

CR 258 Extension



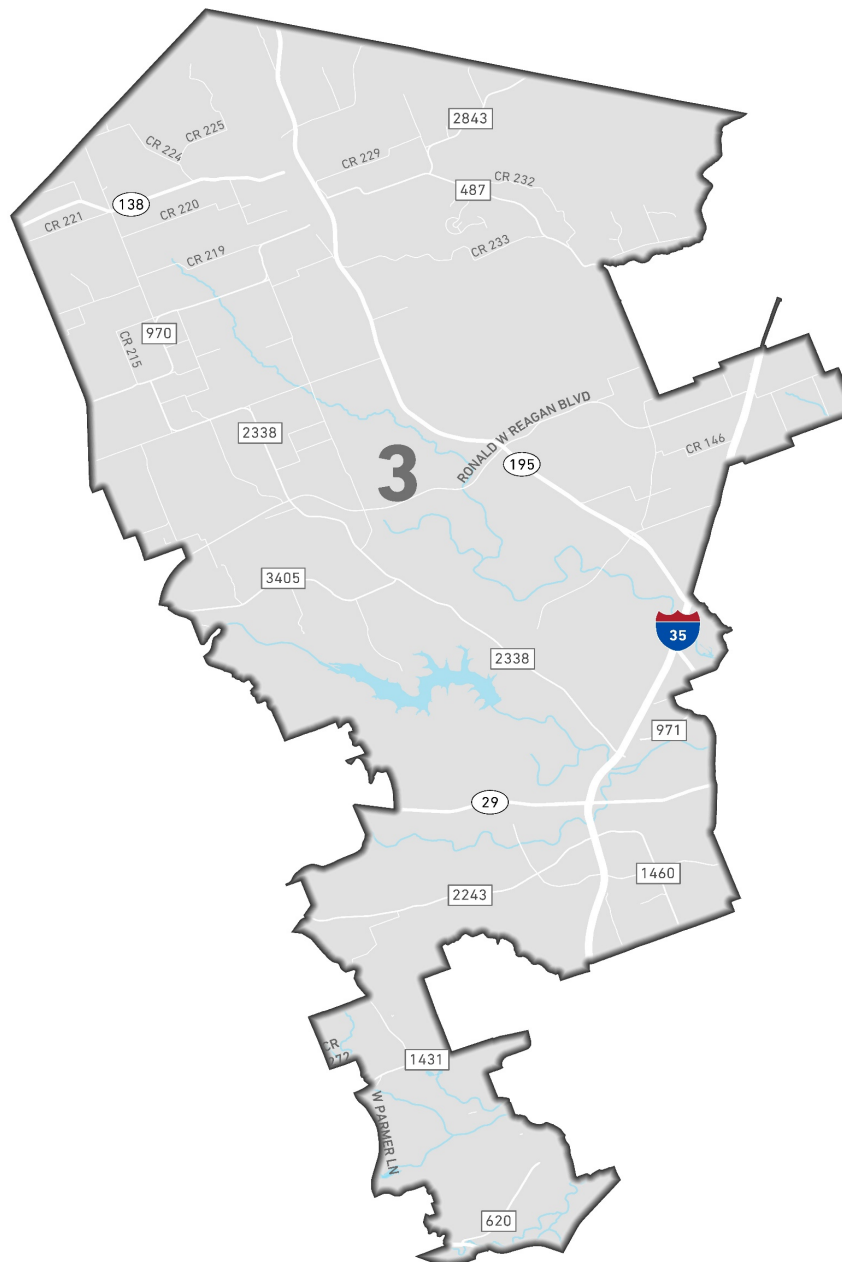
CR 258 Extension



CR 258 Extension

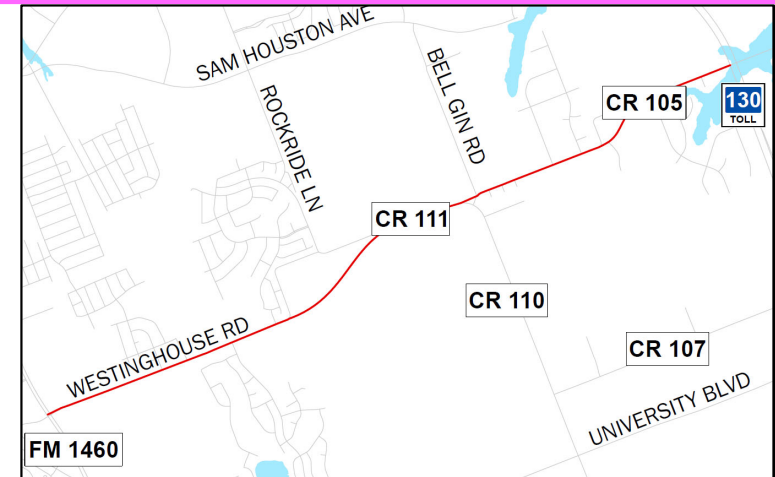


Precinct 3



CR 111 Westinghouse Road

Anticipated Completion
Spring 2024



Original Contract Price = \$21,024,332.88

Total Change Orders to Date = \$1,139,215.80

Adjusted Contract Price = \$22,163,548.68

Expenditures to Date = \$15,739,435.75 (71%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road

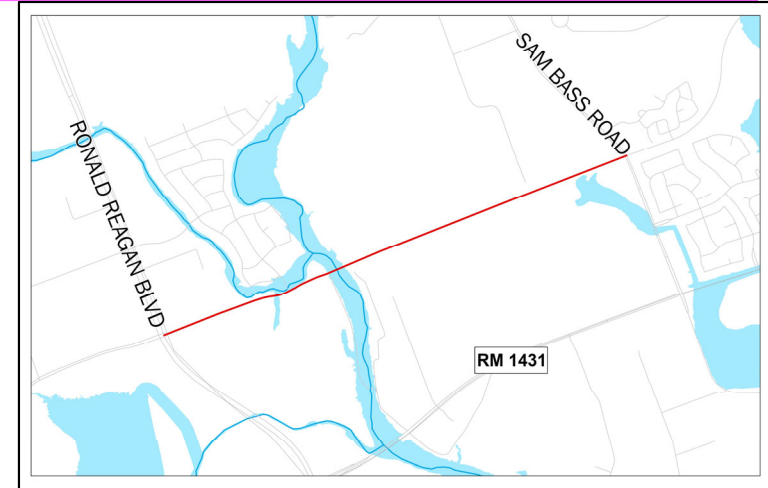


CR 111 Westinghouse Road



New Hope Drive Phase 2A

Anticipated Completion
Spring 2024



Partnership with the City of Cedar Park

Original Contract Amount = \$22,619,961.16

Construction is managed by the City of Cedar Park

New Hope Drive Phase 2A



New Hope Drive Phase 2A

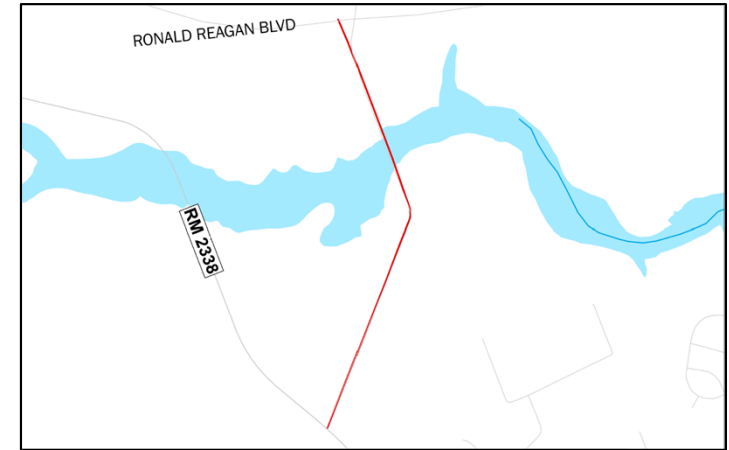


New Hope Drive Phase 2A



CR 245 Reconstruction

Anticipated Completion
Spring 2024



Original Contract Price = \$6,969,195.21

Total Change Orders to Date = \$0.00

Adjusted Contract Price = \$ 6,969,195.21

Expenditures to Date = \$2,063,997.71 (30%)

CR 245 Reconstruction



CR 245 Reconstruction

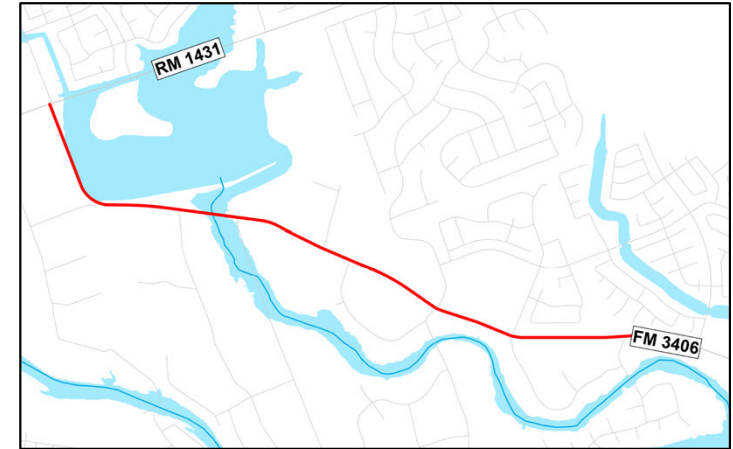


CR 245 Reconstruction



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

Anticipated Completion
Fall 2025



Original Contract Price = \$36,145,959.00

Total Change Orders to Date = -\$2,394,078.12

Adjusted Contract Price = \$33,751,880.88

Expenditures to Date = \$1,895,086.83 (6%)

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

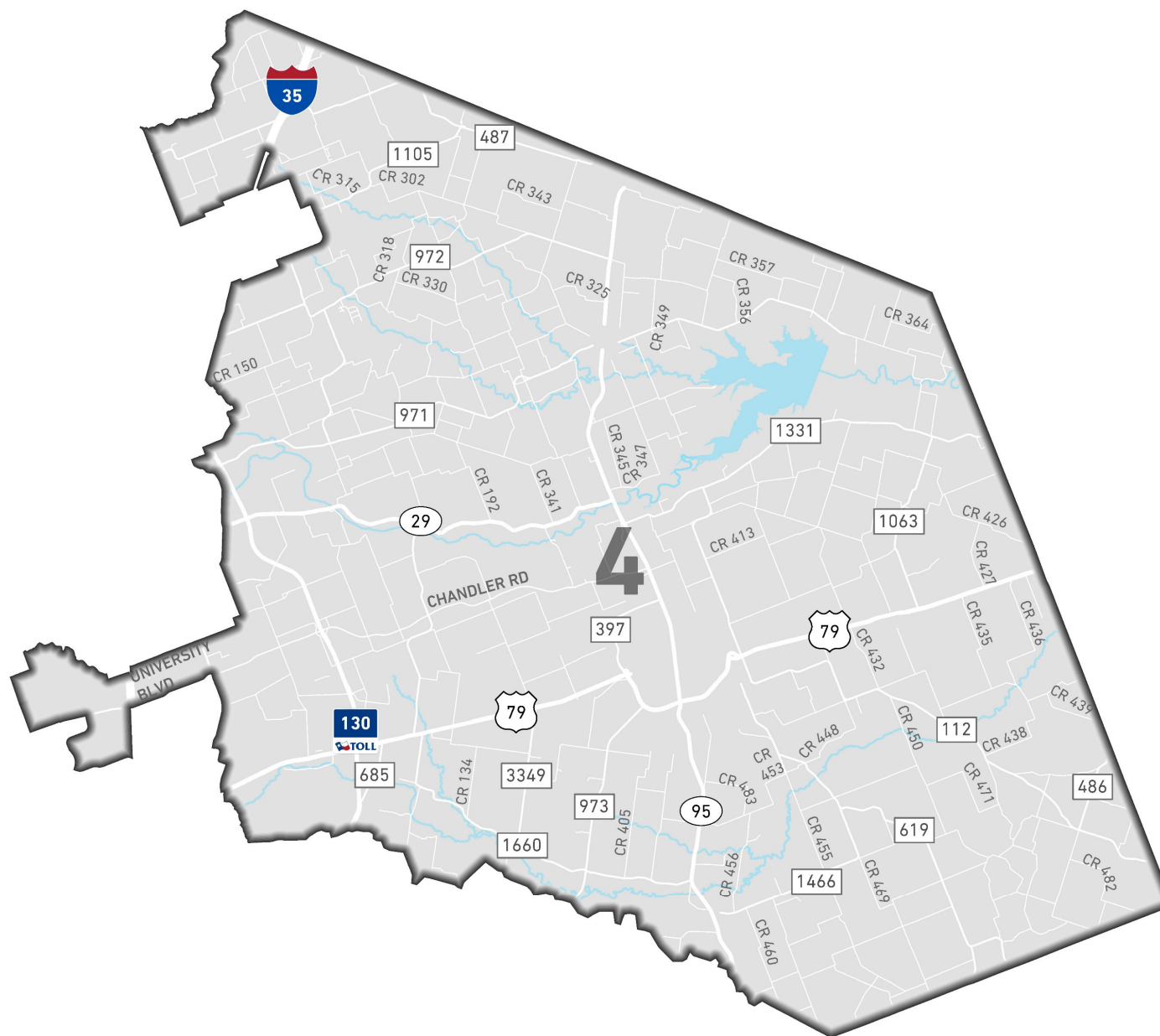


Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



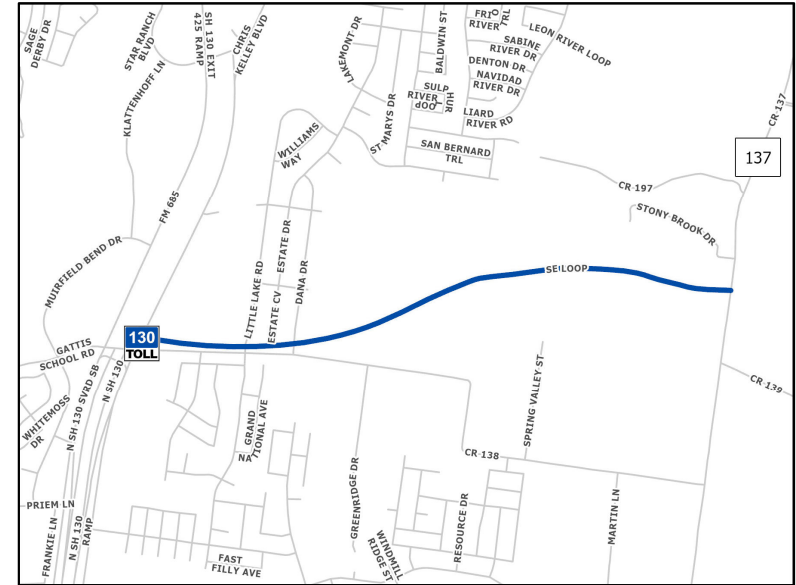
Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)





East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)

Anticipated Completion
Summer 2023



Original Contract Amount = \$11,526,789.09

Total Change Orders = \$1,649,338.56

Adjusted Contract Price = \$13,176,127.65

Expenditures to Date = \$11,145,192.29 (85%)

East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)



East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)

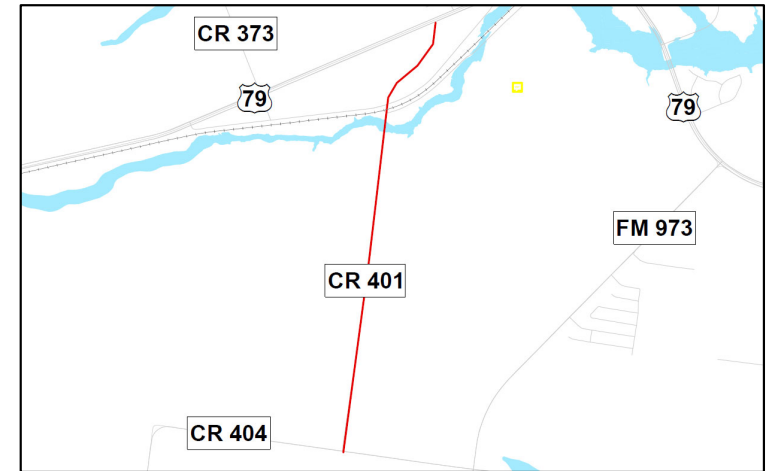


East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)



CR 401 Reconstruction

Anticipated Completion
Summer 2023



Original Contract Amount = \$12,673,200.94

Total Change Orders = \$830,893.84

Adjusted Contract Price = \$ 13,504,094.78

Expenditures to Date = \$11,597,552.94 (86%)

CR 401 Reconstruction



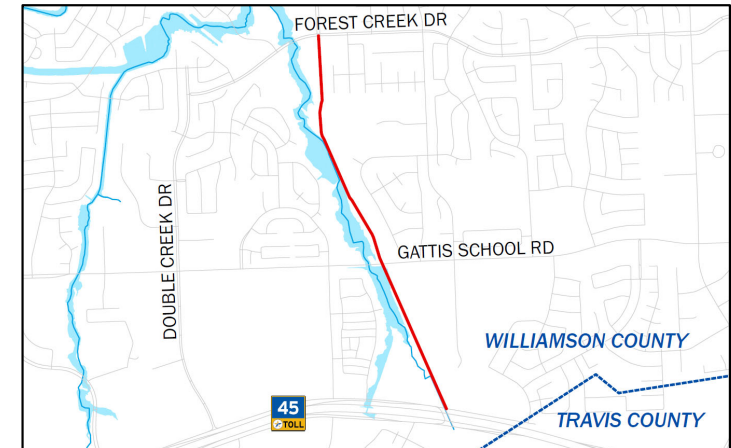
CR 401 Reconstruction



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

37

Anticipated Completion
Late 2023



Partnership with the City of Round Rock

Original Contract Amount = \$23,409,120.97

Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

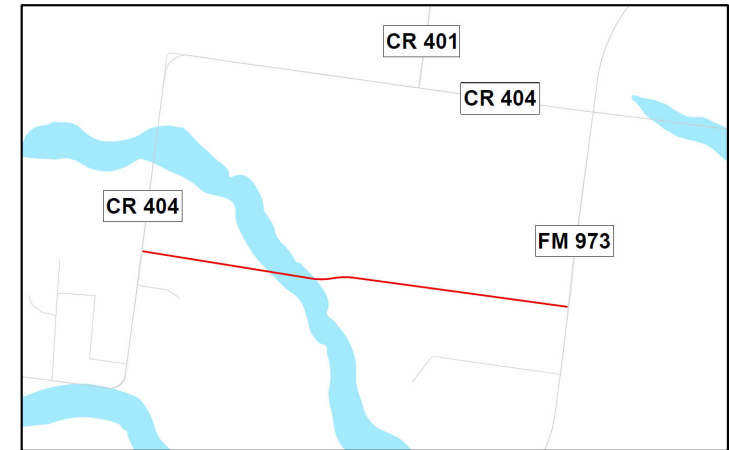


Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



Samsung Highway (Future County Road) ⁴¹ (CR 404 to FM 973)

Anticipated Completion
Fall 2023



Original Contract Amount = \$11,289,929.00

Total Change Orders = \$41,260.00

Adjusted Contract Price = \$11,331,189.00

Expenditures to Date = \$10,679,501.35 (94%)



Samsung Highway (Future County Road) (CR 404 to FM 973)



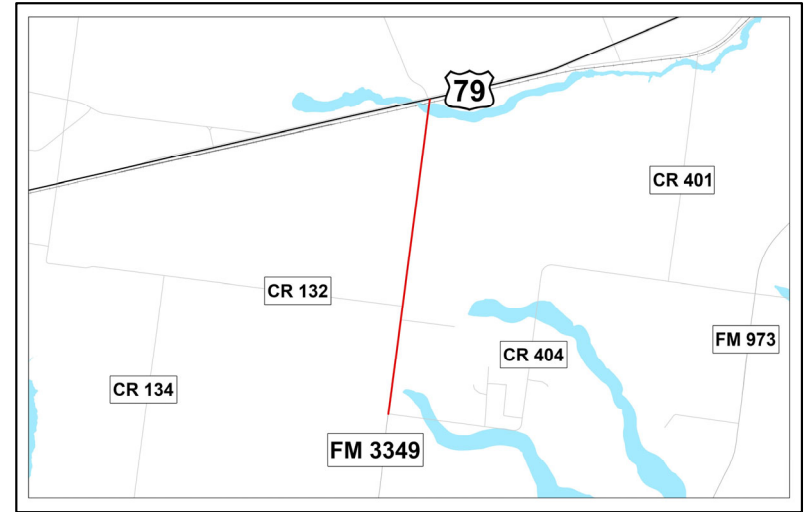


Samsung Highway (Future County Road) (CR 404 to FM 973)



East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

Anticipated Completion
Summer 2025 (Roadwork)



Original Contract Amount = \$81,941,038.13

Total Change Orders = \$1,202,657.22

Adjusted Contract Price = \$ 83,143,695.35

Expenditures to Date = \$17,842,375.82 (21%)

East Wilco Highway (FM 3349 / US 79) Interchange (US 79 to CR 404)



East Wilco Highway (FM 3349 / US 79) Interchange (US 79 to CR 404)

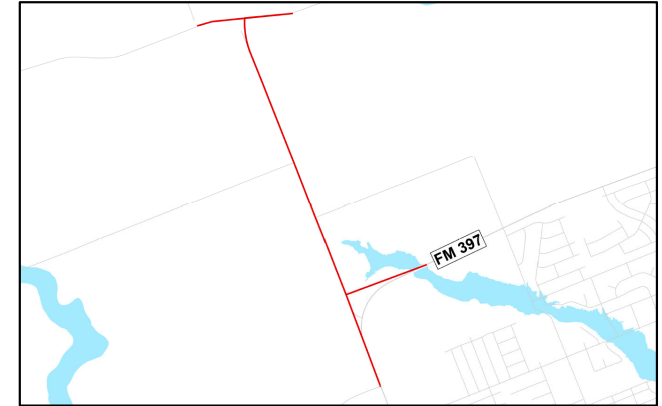


East Wilco Highway (FM 3349 / US 79) Interchange (US 79 to CR 404)



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)

Anticipated Completion
Summer 2024



Original Contract Amount = \$17,694,262.46

Total Change Orders = \$11,562.50

Adjusted Contract Price = \$17,705,824.96

Expenditures to Date = \$4,161,766.30 (24%)

CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)





CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)

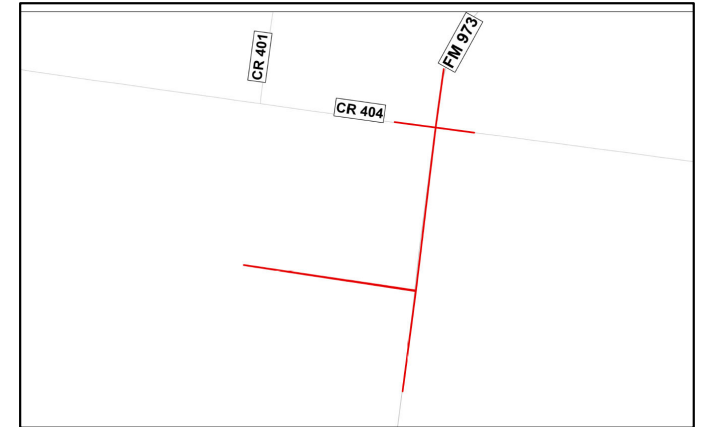


CR 366 Reconstruction (Chandler Road to Carlos G. Parker Blvd.)



CR 404 and FM 973 Improvements

Anticipated Completion
Summer 2023



Original Contract Amount = \$4,622,143.93

Total Change Orders = \$0.00

Adjusted Contract Price = \$ 4,622,143.93

Expenditures to Date = \$4,291,953.91 (93%)

CR 404 and FM 973 Improvements

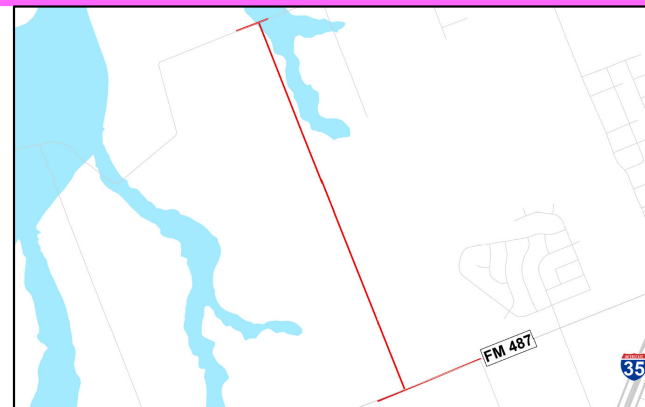


CR 404 and FM 973 Improvements



Bud Stockton Extension (CR 305 to FM 487)

Anticipated Completion
Fall 2023



Original Contract Amount = \$5,917,275.00

Total Change Orders = \$35,830.59

Adjusted Contract Price = \$ 5,953,105.59

Expenditures to Date = \$3,010,052.50 (51%)

Bud Stockton Extension (CR 305 to FM 487)



Bud Stockton Extension (CR 305 to FM 487)

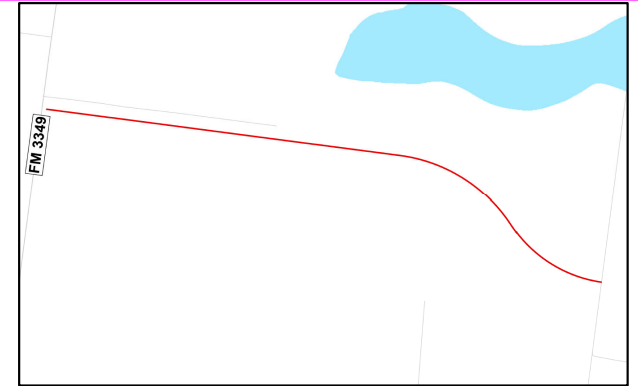


Bud Stockton Extension (CR 305 to FM 487)



Samsung Highway (CR 404 Realignment) ⁵⁹ (FM 3349 to CR 404)

Anticipated Completion
Summer 2024



Original Contract Amount = \$5,139,487.45

Total Change Orders = \$0.00

Adjusted Contract Price = \$5,139,487.45

Expenditures to Date = \$1,054,105.16 (21%)

Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)



Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)

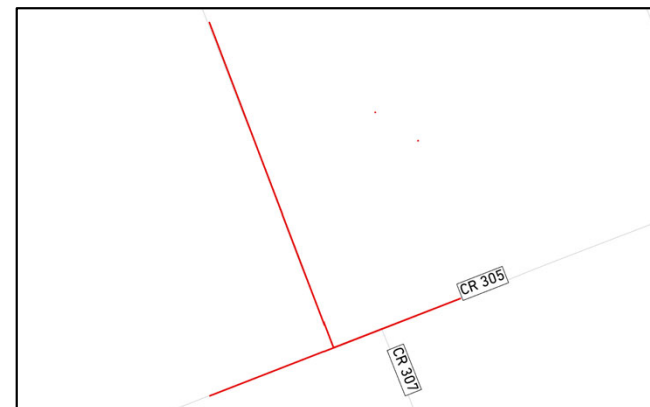


Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)



CR 307 Reconstruction (CR 307 North of CR 305)

Anticipated Completion
Fall 2023



Original Contract Amount = \$2,796,832.80

Total Change Orders = \$0.00

Adjusted Contract Price = \$2,796,832.80

Expenditures to Date = \$559,664.00 (20%)

CR 307 Reconstruction (CR 307 North of CR 305)



CR 307 Reconstruction (CR 307 North of CR 305)



CR 307 Reconstruction (CR 307 North of CR 305)





ROAD BOND PROGRAM

Construction Summary Report

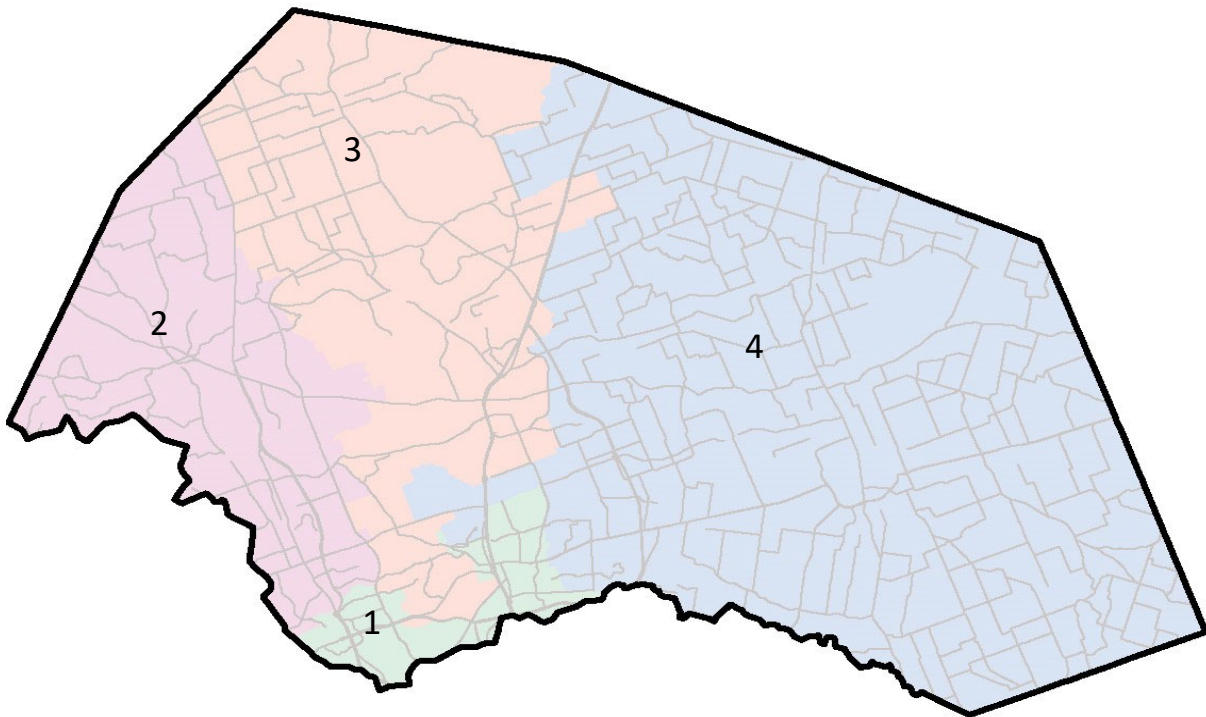
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

July 2023

WWW.ROADBOND.ORG

Volume XXIII - Issue No.7



Presented By:



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CR 366 (Chandler Road to Carlos G. Parker Boulevard)	42
Bud Stockton Extension (CR 305 to FM 487)	44
CR 404 at FM 973 Improvements	46
CR 307 and CR 305 (CR 307 North of CR 305)	48
Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404).....	50

WILLIAMSON COUNTY

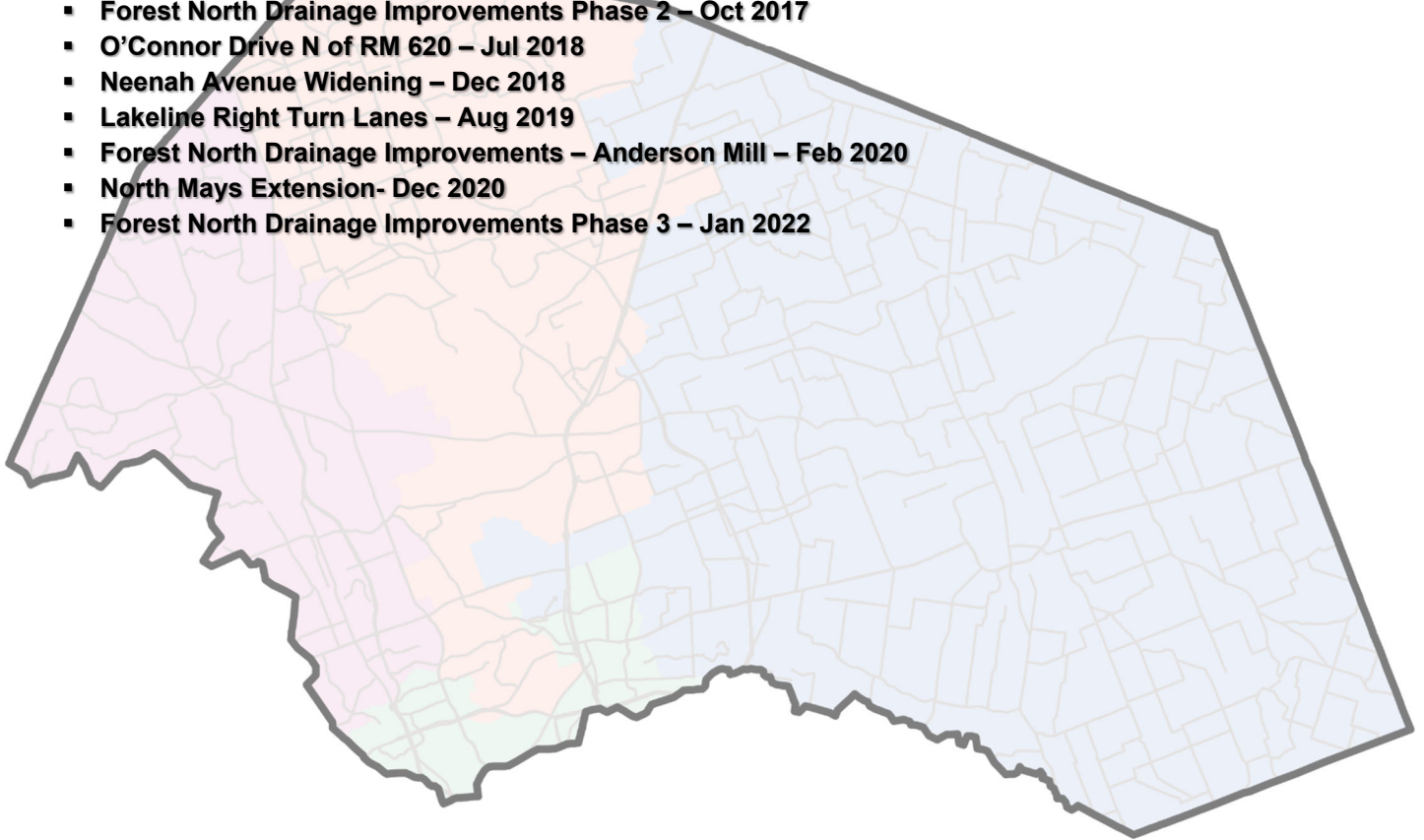
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

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



WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
- San Gabriel Ranch Road Bridge – Mar 2020
- Corridor F / US 183 Planning - Jan 2021
- Seward Junction Improvements – Mar 2021
- Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022
- CR 200 (CMTA Railroad to CR 201) – Oct 2022
- Ronald Reagan Safety Improvements – July 2023

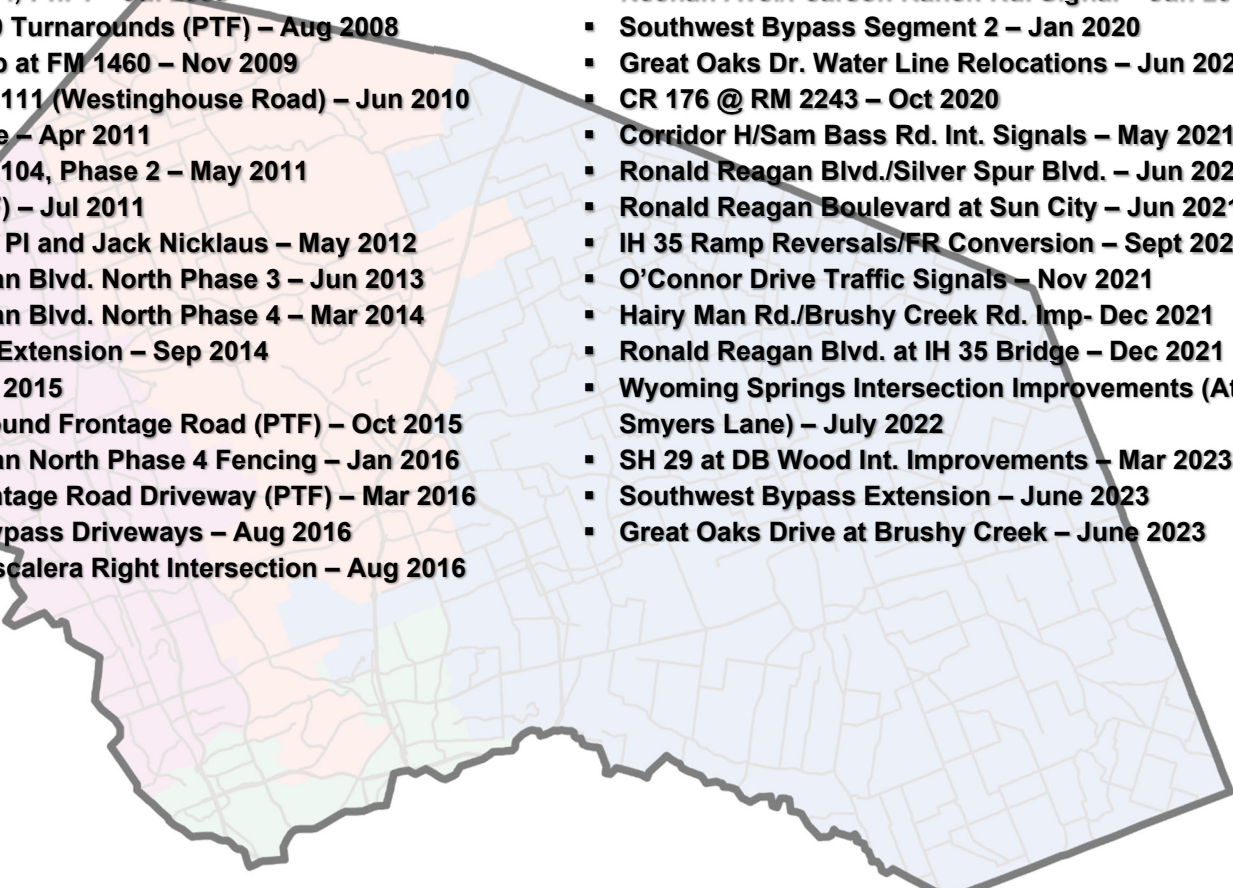
WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 3

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

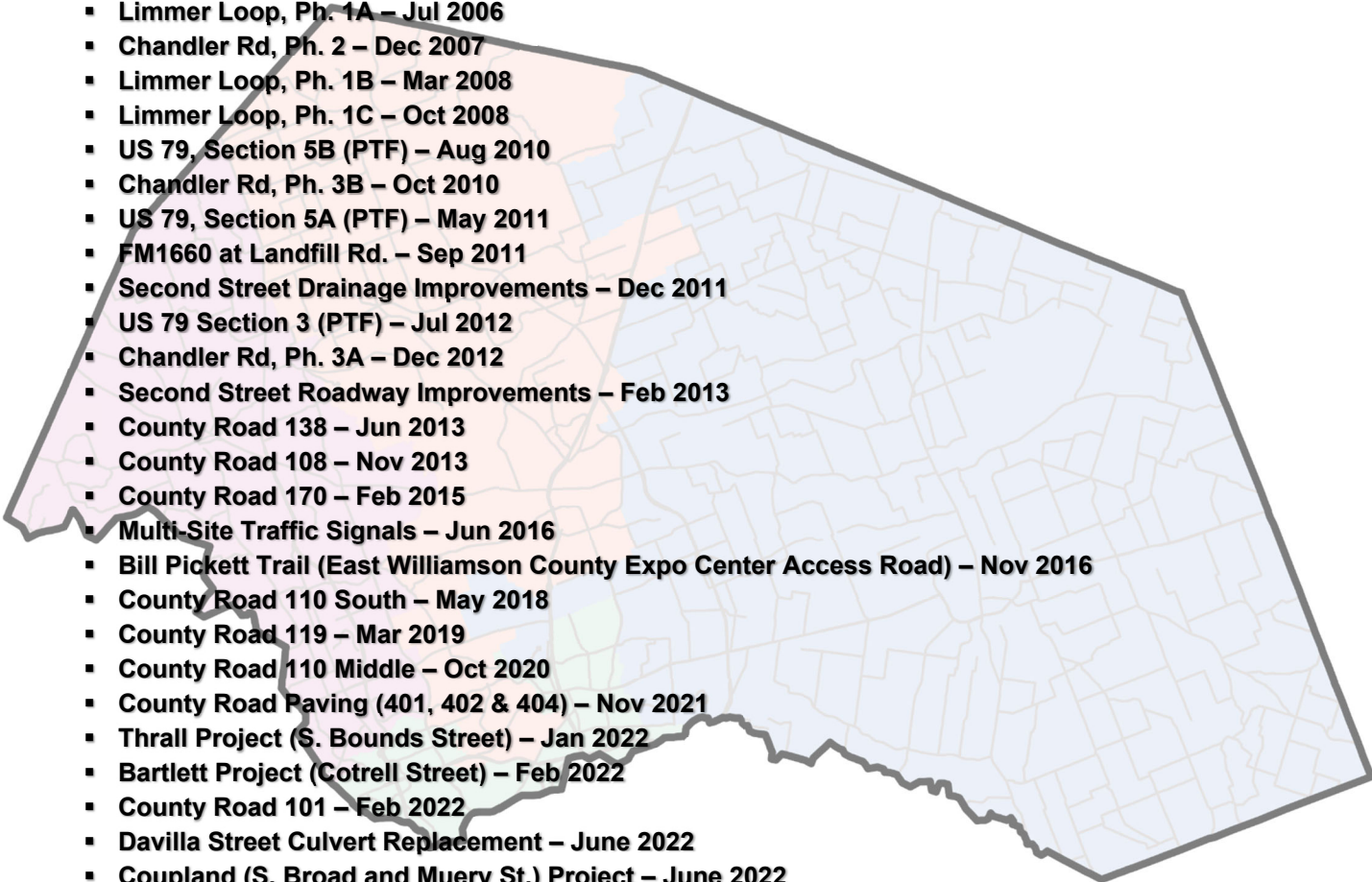
WILLIAMSON COUNTY

ROAD BOND PROGRAM

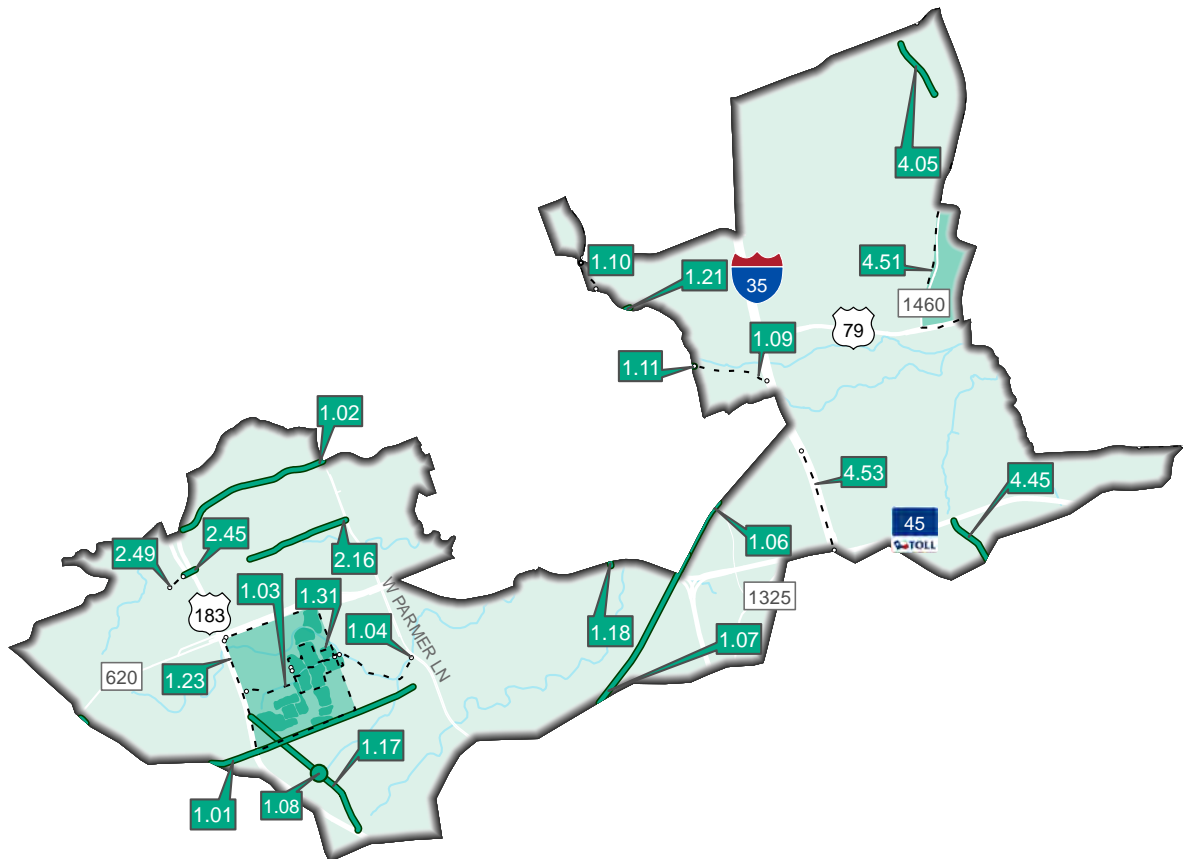
COMPLETED PROJECTS

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

Precinct 4

- 
- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
 - County Road 368 and 369 – Nov 2002
 - County Road 412 – Aug 2003
 - County Road 300 and 301 – Dec 2003
 - County Road 424 Bridge Replacement – Jan 2004
 - Chandler Rd. Extension, Ph. 1 – Mar 2005
 - County Road 112, Ph. 1 – Aug 2005
 - County Road 137 – Oct 2005
 - Limmer Loop, Ph. 1A – Jul 2006
 - Chandler Rd, Ph. 2 – Dec 2007
 - Limmer Loop, Ph. 1B – Mar 2008
 - Limmer Loop, Ph. 1C – Oct 2008
 - US 79, Section 5B (PTF) – Aug 2010
 - Chandler Rd, Ph. 3B – Oct 2010
 - US 79, Section 5A (PTF) – May 2011
 - FM1660 at Landfill Rd. – Sep 2011
 - Second Street Drainage Improvements – Dec 2011
 - US 79 Section 3 (PTF) – Jul 2012
 - Chandler Rd, Ph. 3A – Dec 2012
 - Second Street Roadway Improvements – Feb 2013
 - County Road 138 – Jun 2013
 - County Road 108 – Nov 2013
 - County Road 170 – Feb 2015
 - Multi-Site Traffic Signals – Jun 2016
 - Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
 - County Road 110 South – May 2018
 - County Road 119 – Mar 2019
 - County Road 110 Middle – Oct 2020
 - County Road Paving (401, 402 & 404) – Nov 2021
 - Thrall Project (S. Bounds Street) – Jan 2022
 - Bartlett Project (Cotrell Street) – Feb 2022
 - County Road 101 – Feb 2022
 - Davilla Street Culvert Replacement – June 2022
 - Coupland (S. Broad and Muery St.) Project – June 2022
 - CR 404 Hutto Water Line Realignment – Sept 2022
 - University Boulevard Widening – Apr 2023
 - University Boulevard (Chandler Road) Expansion – May 2023

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



Completed/Open to Traffic

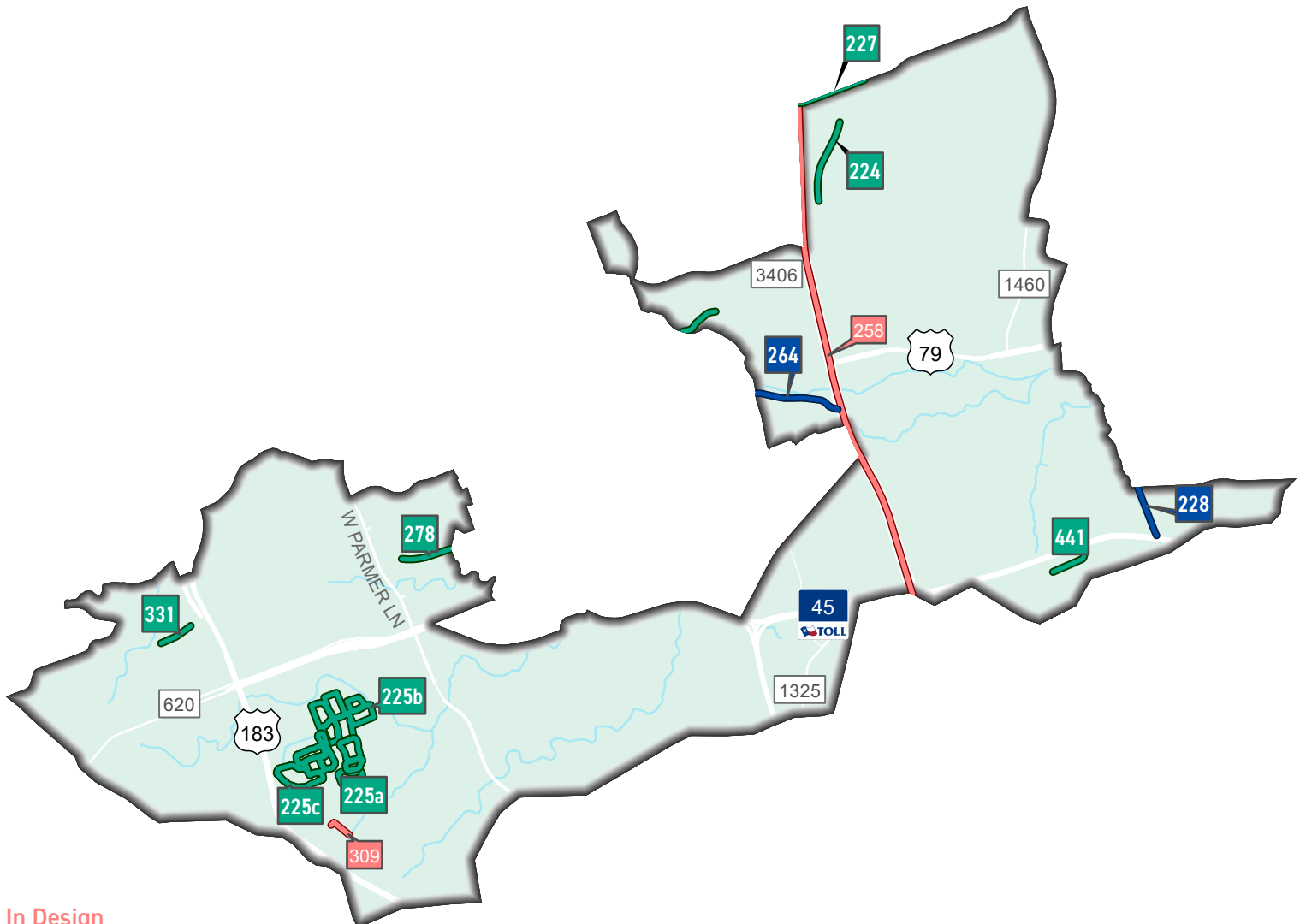
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage - Phase 1 ----
- 1.04 Lake Creek Drainage - Phase 2 ----
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility ----
- 1.10 Wyoming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

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

[---] Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

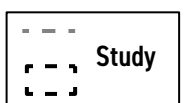
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

Under Construction/Bidding

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

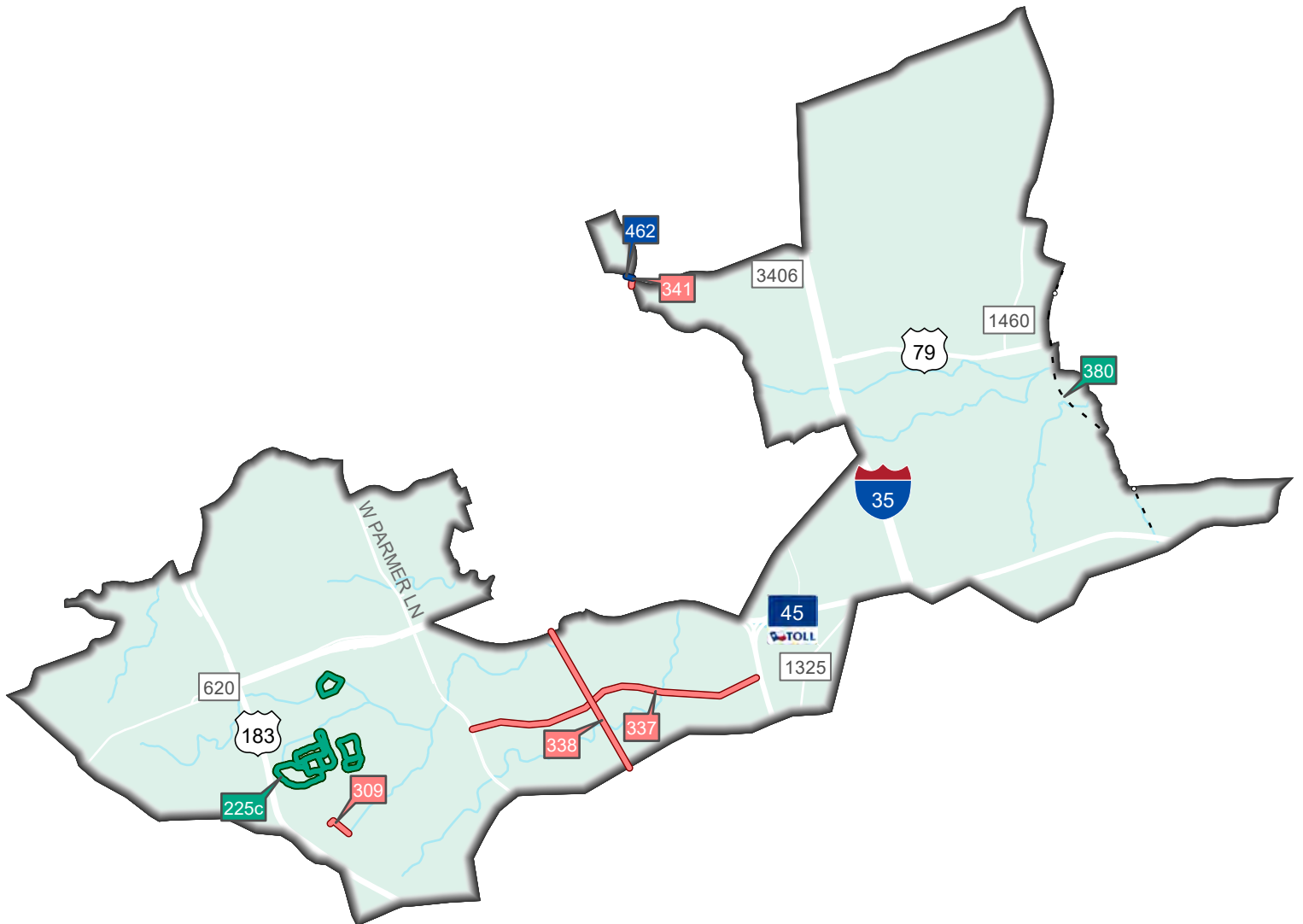
Completed/Open to Traffic

- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 225a Forest North Drainage Improvements Anderson Mill Zone
- 225b Forest North Drainage Improvements Phase 2
- 225c Forest North Drainage Improvements Phase 3 (Design)
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 331 Lakeline Boulevard Right Turn Lanes
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)



2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

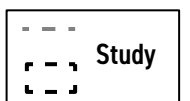
- 309 Pond Springs Road Area Drainage Improvements
- 337 Anderson Mill Road (FM734-Loop1)
- 338 RM 620/SH 45 intersection to McNeil Road
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)

Under Construction/Bidding

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

Completed/Open to Traffic

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



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

Original Contract Price = \$10,775,835.75

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

7/31/2023 Comments - The contractor is troubleshooting one luminaire that is not consistently burning.

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

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

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

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

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

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

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

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

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

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

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

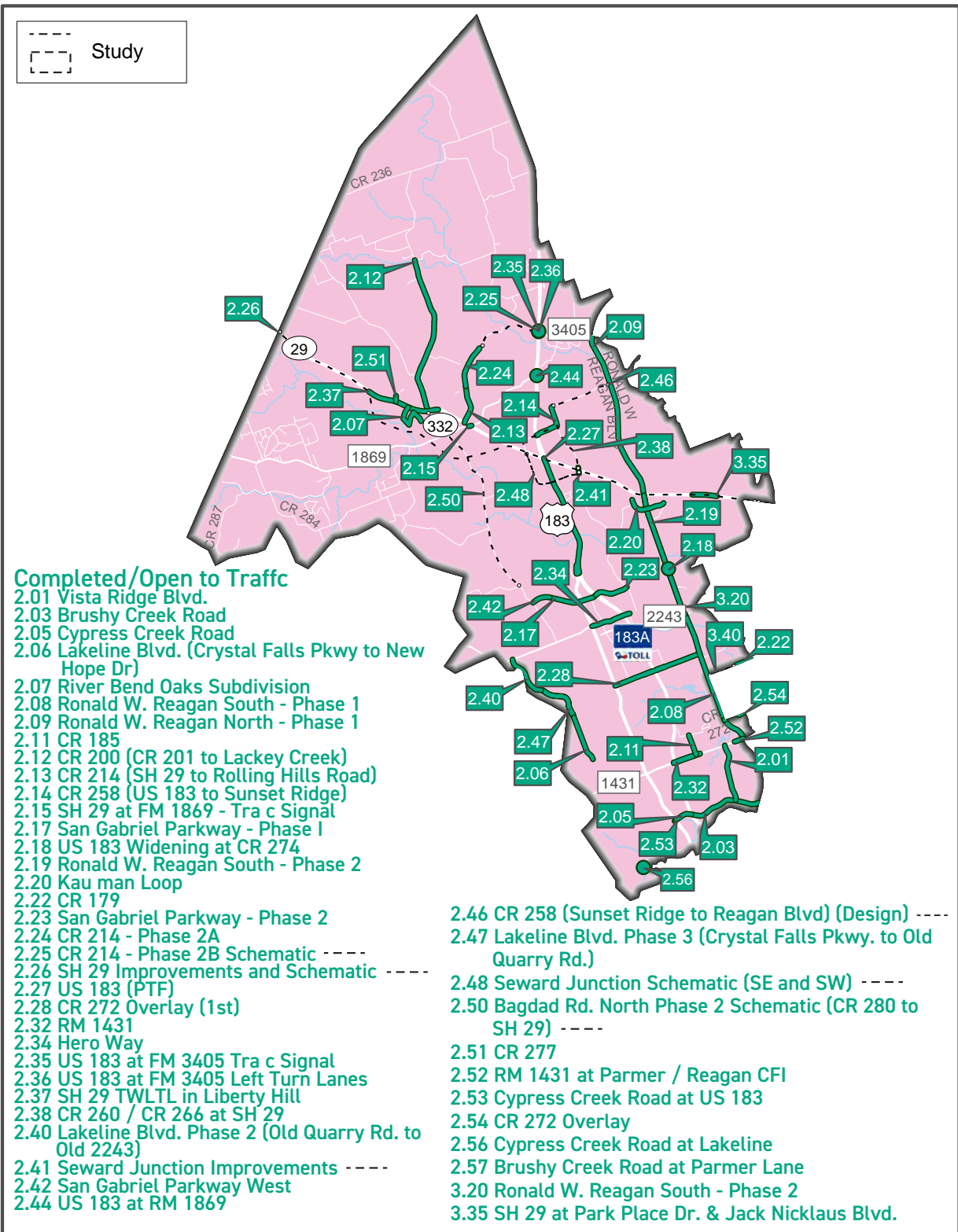
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

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

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

Adjusted Price = \$11,750,980.68

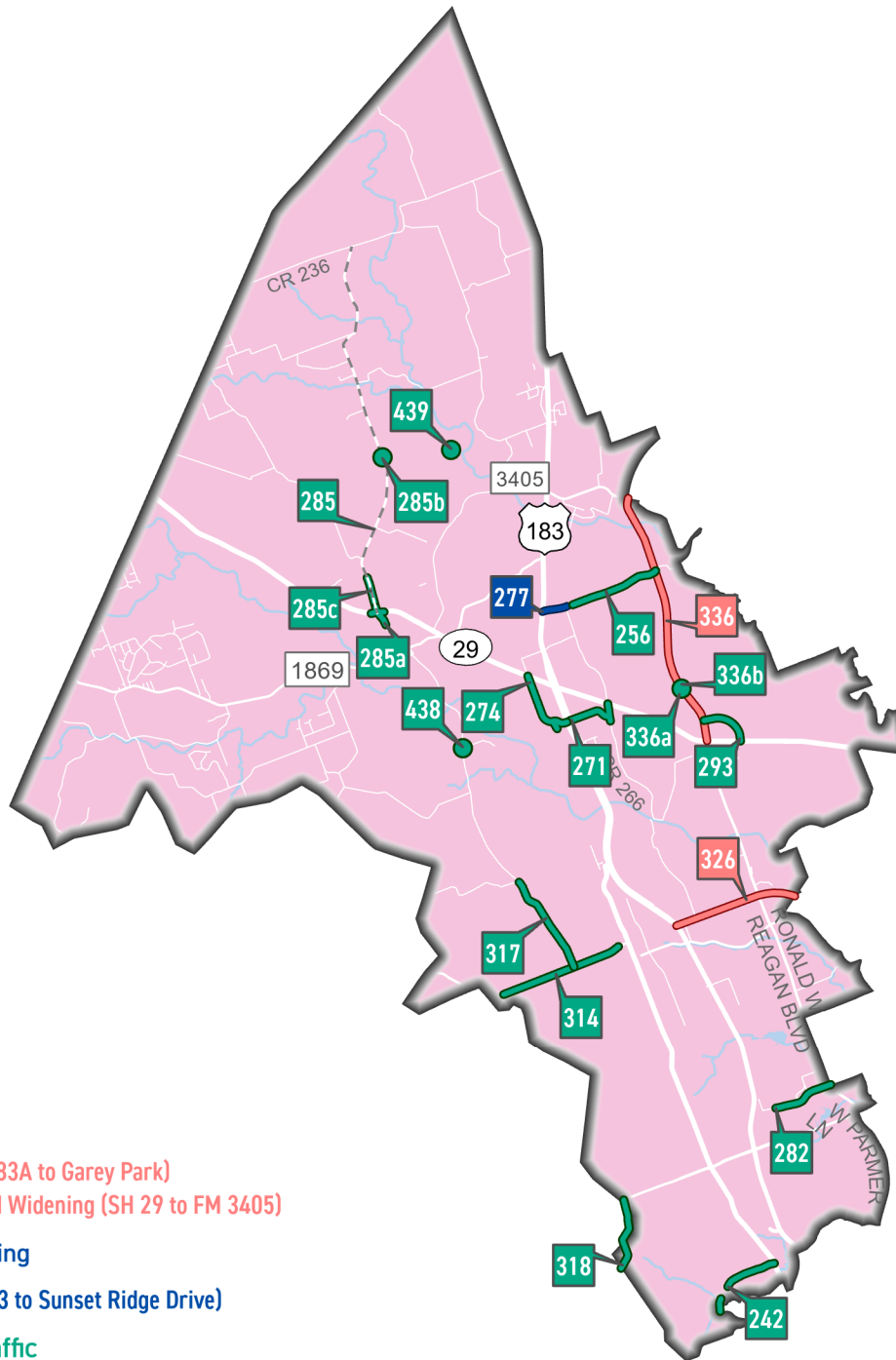
2000/2006 Road Bond Program Projects Precinct 2 - Commissioner Long



2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long

Study



In Design

- 326 RM 2243 Realignment (183A to Garey Park)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

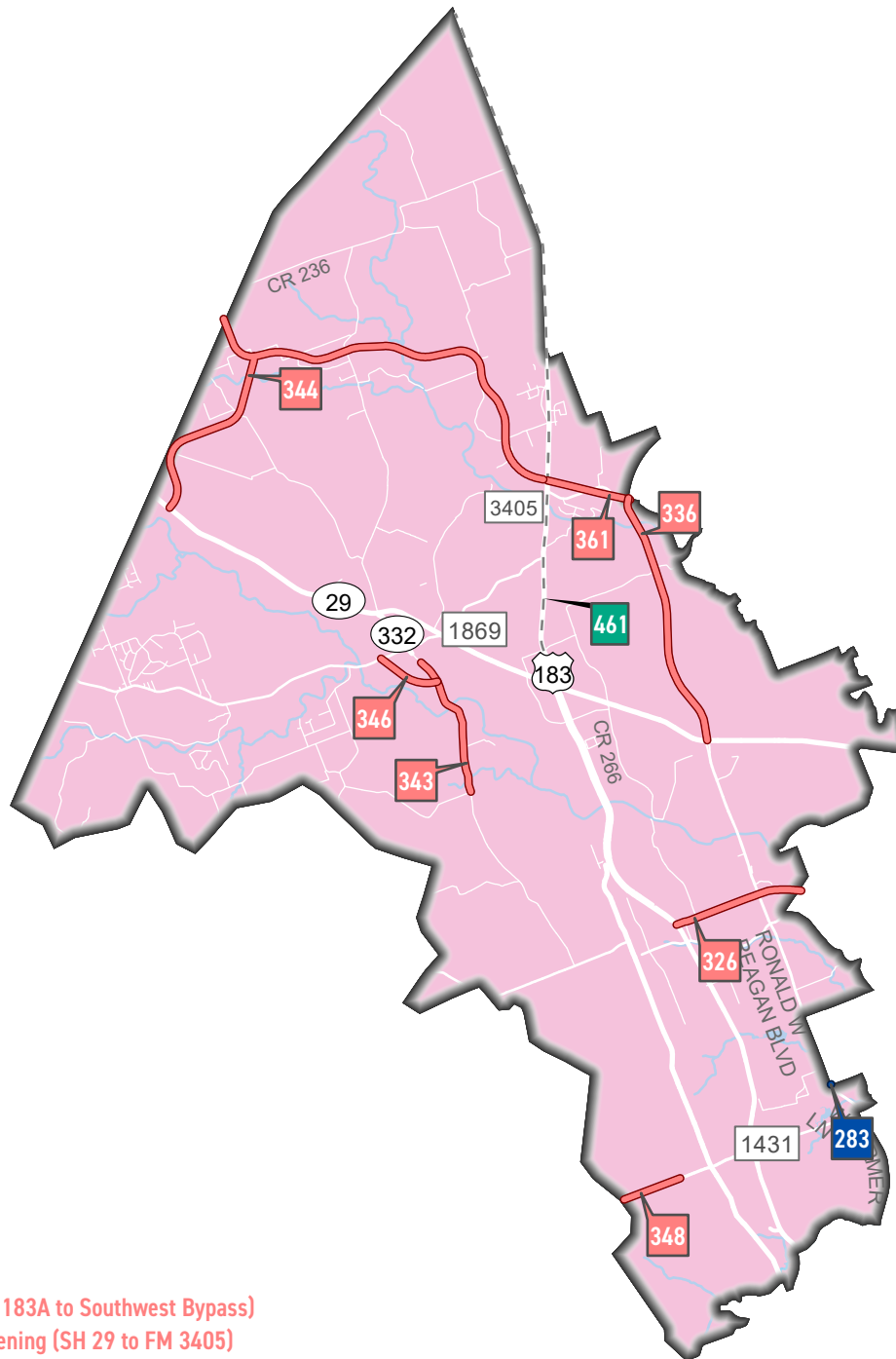
- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)

Completed/Open to Traffic

- | | |
|--|--|
| 242 Little Elm Trail (Lakeline Boulevard to US 183) | 336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard |
| 256 CR 258 (Sunset Ridge to Reagan Boulevard) | 336b Ronald Reagan Safety Improvements |
| 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266) | 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) |
| 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259) | 439 San Gabriel Ranch Road Bridge at Lackey Creek |
| 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard) | |
| 285 CR 200 Study and Schematic (SH 29 to CR 236) | |
| 285a State Highway 29 Intersection at CR 200/Loop 332 | |
| 285b CR 200 at Bold Sundown Left Turn Lane | |
| 285c CR 200 (CMTA Railroad to CR 201) | |
| 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29) | |
| 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183) | |
| 317 Bagdad Road North (Collaborative Way to RM 2243) | |
| 318 Anderson Mill Road (Gaspar Bend to RM 1431) | |
| 328 Ronald Reagan at Santa Rita | |

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

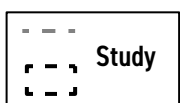
- 326 RM 2243 (Hero Way) (US 183A to Southwest Bypass)
- 336 Ronald Reagan Blvd. Widening (SH 29 to FM 3405)
- 343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
- 344 Corridor I2 (Burnet County Line to US 183)
- 346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
- 348 Whitestone Boulevard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

Under Construction/Bidding

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

Completed/Open to Traffic

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



**CR 200 Reconstruction
Project No. T5023**

Original Contract Price = \$4,975,515.09

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/8/2021	9/30/2021	11/15/2021	11/25/2021	10/7/2022			308	0	308
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	11/15/2021	12/3/2021	19	\$322,884.45	\$322,884.45	\$35,876.05	\$35,876.05	8	6
2	12/4/2021	12/31/2021	28	\$243,429.75	\$566,314.20	\$27,047.75	\$62,923.80	14	15
3	1/1/2022	1/28/2022	28	\$322,421.76	\$888,735.96	\$35,824.64	\$98,748.44	21	24
4	1/29/2022	2/28/2022	31	\$522,074.39	\$1,410,810.35	\$58,008.27	\$156,756.71	34	34
5	3/1/2022	3/28/2022	28	\$360,789.80	\$1,771,600.15	\$40,087.75	\$196,844.46	42	44
6	3/29/2022	4/29/2022	32	\$353,052.72	\$2,124,652.87	\$39,228.08	\$236,072.54	51	54
7	4/30/2022	5/27/2022	28	\$352,739.26	\$2,477,392.13	\$39,193.25	\$275,265.79	59	63
8	5/28/2022	7/1/2022	35	\$185,880.12	\$2,663,272.25	\$20,653.35	\$295,919.14	64	74
9	7/2/2022	8/1/2022	31	\$258,962.10	\$2,922,234.35	\$28,773.57	\$324,692.71	70	84
10	8/2/2022	9/2/2022	32	\$660,525.72	\$3,582,760.07	\$73,391.74	\$398,084.45	86	95
11	9/3/2022	9/30/2022	28	\$865,676.01	\$4,448,436.08	-\$307,300.04	\$90,784.41	98	104
12	10/1/2022	10/31/2022	6	\$95,705.92	\$4,544,142.00	\$1,953.18	\$92,737.59	100	100
13	11/1/2022	3/31/2023	0	\$61,767.99	\$4,605,909.99	-\$46,213.25	\$46,524.34	100	100
14	4/1/2023	6/30/2023	0	\$46,524.35	\$4,652,434.34	-\$46,524.34	\$0.00	100	100

7/31/2023 Comments - Final payment has been processed.

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

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

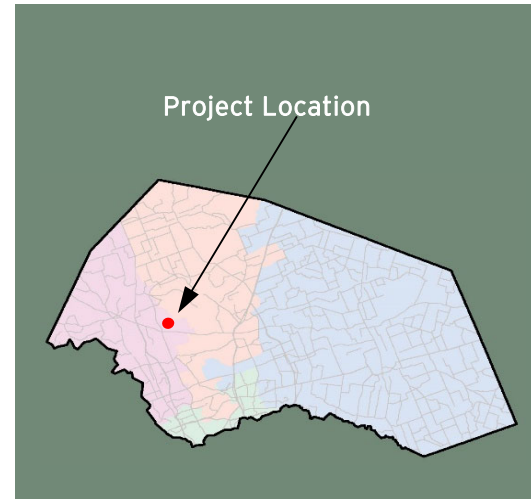
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2022	\$ 4,058.92	\$ 30,857.04

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

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

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

Adjusted Price = \$4,652,434.34



CR 258 Extension

(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles

Roadway Classification: Major Collector

Project Schedule: October 2022 - Early 2024

Estimated Construction Cost: \$6.1 Million



JULY 2023 IN REVIEW

7/7/2023: Joe Bland Construction (JBC) completed placing embankment on the south end of CR 258. The contractor continued processing flexible base from the east end of the project to the pipeline crossing. JBC formed headwalls and safety end treatments at various locations.

7/14/2023: JBC continued processing flexible base on the east end of the project and southbound CR 258 to CR 260. Subcontractor BMP began installing rock gabion mattresses along the left side of CR 258 at the west end of the project.

7/21/2023: JBC continued to grade ditches and spread topsoil at various locations. Subcontractor Lone Star Paving primed, seal coated and paved the first course of asphalt.

7/28/2023: JBC completed processing flexible base at the east end of the project. Subcontractor LoneStar Paving primed, seal coated and paved the first course of asphalt. JBC formed and poured concrete mow strip at various locations.



Design Engineer: American
Structurepoint
Contractor: Joe Bland Construction
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

**CR 258 Extension
Project No. 22IFB141**

Original Contract Price = \$5,836,754.36

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/14/2022	9/27/2022	11/28/2022	12/8/2022			395		395	
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invocied</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	11/1/2022	11/30/2022	0	\$47,590.20	\$47,590.20	\$5,287.80	\$5,287.80	1	0
2	12/1/2022	1/31/2023	55	\$536,565.20	\$584,155.40	\$59,618.36	\$64,906.16	11	14
3	2/1/2023	2/28/2023	28	\$463,314.38	\$1,047,469.78	\$51,479.37	\$116,385.53	19	21
4	3/1/2023	3/31/2023	31	\$354,614.85	\$1,402,084.63	\$39,401.65	\$155,787.18	25	29
5	4/1/2023	4/30/2023	30	\$455,839.20	\$1,857,923.83	\$50,648.80	\$206,435.98	34	36
6	5/1/2023	5/31/2023	31	\$1,166,374.04	\$3,024,297.87	\$129,597.12	\$336,033.10	55	44
7	6/1/2023	6/30/2023	30	\$1,003,480.88	\$1,003,480.88	-\$124,044.74	\$211,988.36	69	52

7/31/2023 Comments- Contractor continued roadway excavation and embankment, poured concrete headwalls, began paving, and placed riprap and ribbon curb in various locations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/11/2022	\$ -	\$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	11/22/2022	\$ 422,565.69	\$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/6/2023	22,263.50	444,829.19

4D. Third Party Accommodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/1/2023	-153,292.00	291,537.19

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in the Project Construction Manual to \$1,250/day. 1B. Design Error or Omission. This Change Order also revises the Unit of Measure for the asphalt items that were added in Change Order #2.

Adjusted Price = \$6,128,291.55

Ronald Reagan at Elizabeth Park Temporary Signals
Project No. 23IFB21

Original Contract Price = \$216,902.22

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/7/2023	2/28/2023	4/7/2023	4/17/2023				135		135
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	4/1/2023	4/30/2023	14	\$30,069.40	\$30,069.40	\$3,341.04	\$3,341.04	14	10
2	5/1/2023	5/31/2023	31	\$64,940.18	\$95,009.58	\$7,215.58	\$10,556.62	43	33
3	6/1/2023	6/30/2023	30	\$86,210.24	\$181,219.82	-\$1,018.73	\$9,537.89	78	56

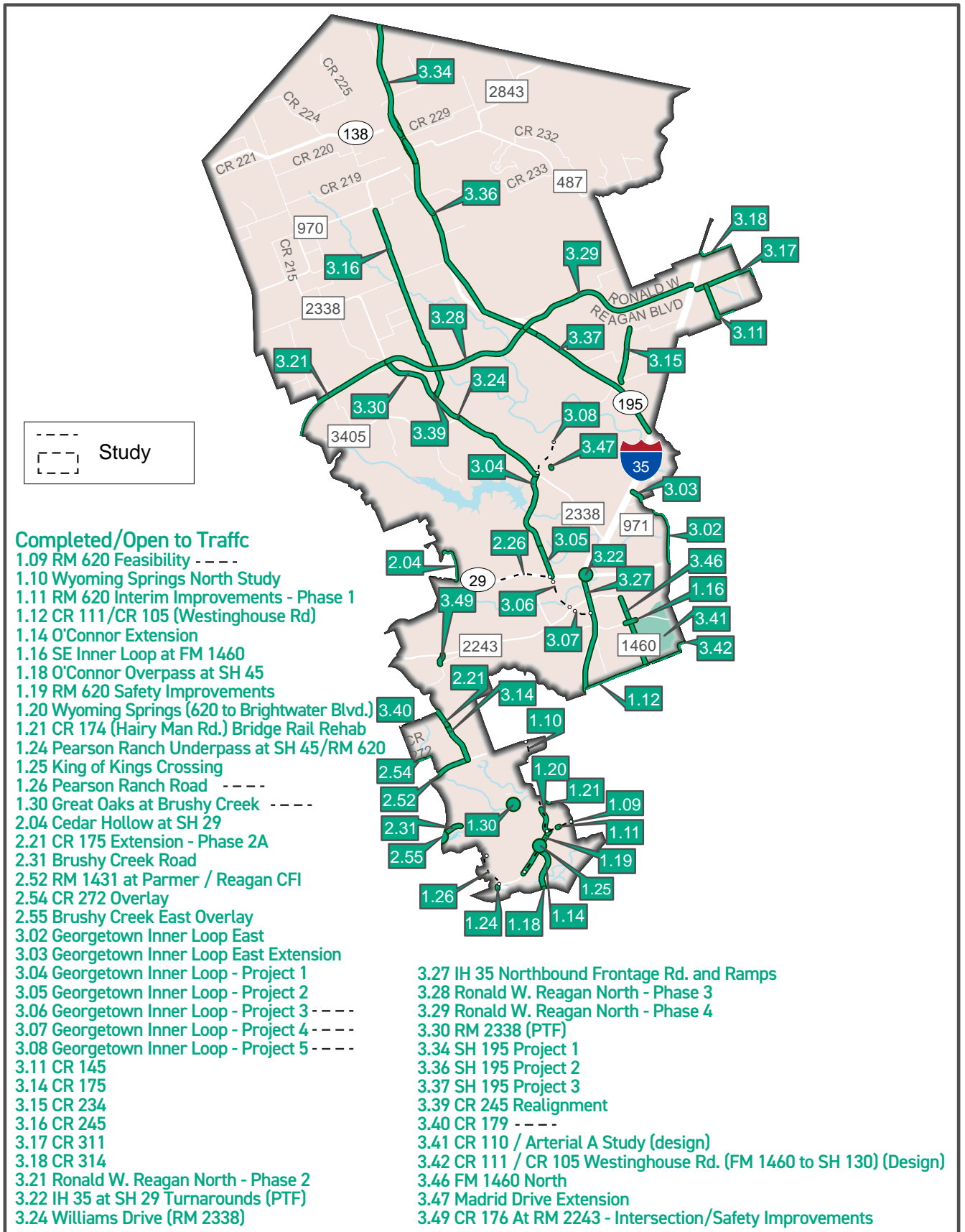
7/31/2023 Comments - The traffic signals were fully activated on 7/6/2023. The required seven-day activation period is now complete. Levy Construction continued working on punchlist items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/24/2023	\$28,245.75	\$ 28,245.75

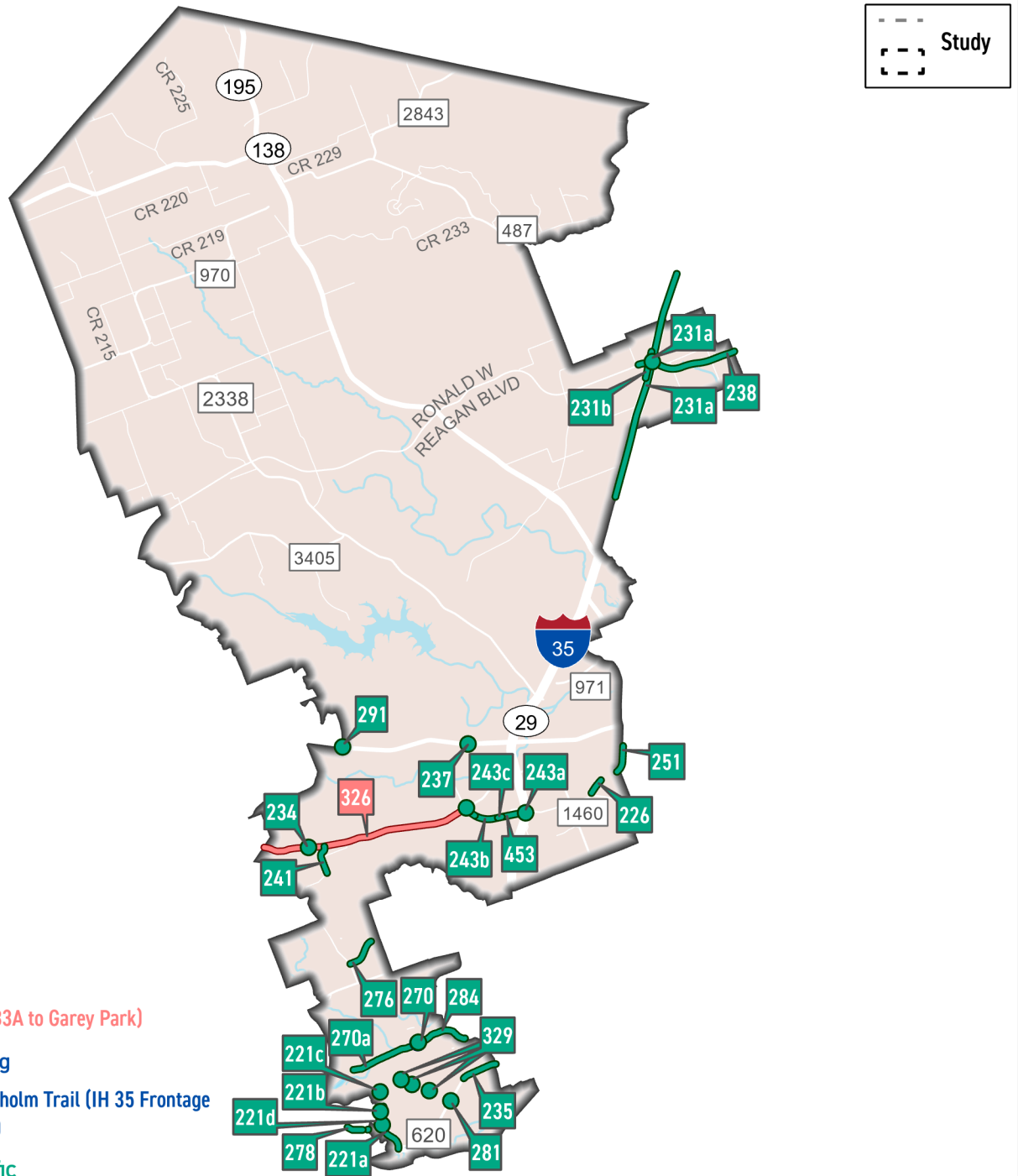
2. Unadjusted utility (unforeseeable). 2G. Other: This Change Order will add and remove items from the project due to unforeseen changes in field conditions. The project conditions have been altered since the initial design and this Change Order will correct these issues. This Change order will also compensate the contractor for installing a temporary controller so that the signal can be activated immediately rather than waiting on the permanent controller which has a long lead-time for delivery.

Adjusted Price = \$245,147.97

2000/2006 Road Bond Program Projects Precinct 3 - Commissioner Covey



Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (183A to Garey Park)

Under Construction/Bidding

264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)

221b Pearson Ranch Road and Iveans Way Pedestrian Crossing

221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal

221d Neenah Avenue and Pearson Ranch Road Traffic Signal

226 Inner Loop Safety Improvements (LTL at Wilco Way)

231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)

231b Relocation of 48" Williamson County Regional Raw Waterline - Line B

231c Ronald Reagan Boulevard at IH 35 Bridge Replacement

234 RM 2243 at Escalera Parkway (Intersection Improvements)

235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)

237 SH 29 at DB Wood (Intersection Improvements)

238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)

241 CR 176 at RM 2243 Intersection (Safety Improvements)

243a Southwest Bypass Driveways

243b Southwest Bypass Access Route

243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)

251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)

270 Great Oaks Drive Bridge at Brushy Creek

270a Great Oaks Drive Waterline Relocations

276 Arterial H Extension Phase 1 (CR 175 to Massey Way)

278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)

281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements
(Brushy Bend to Sam Bass Road)

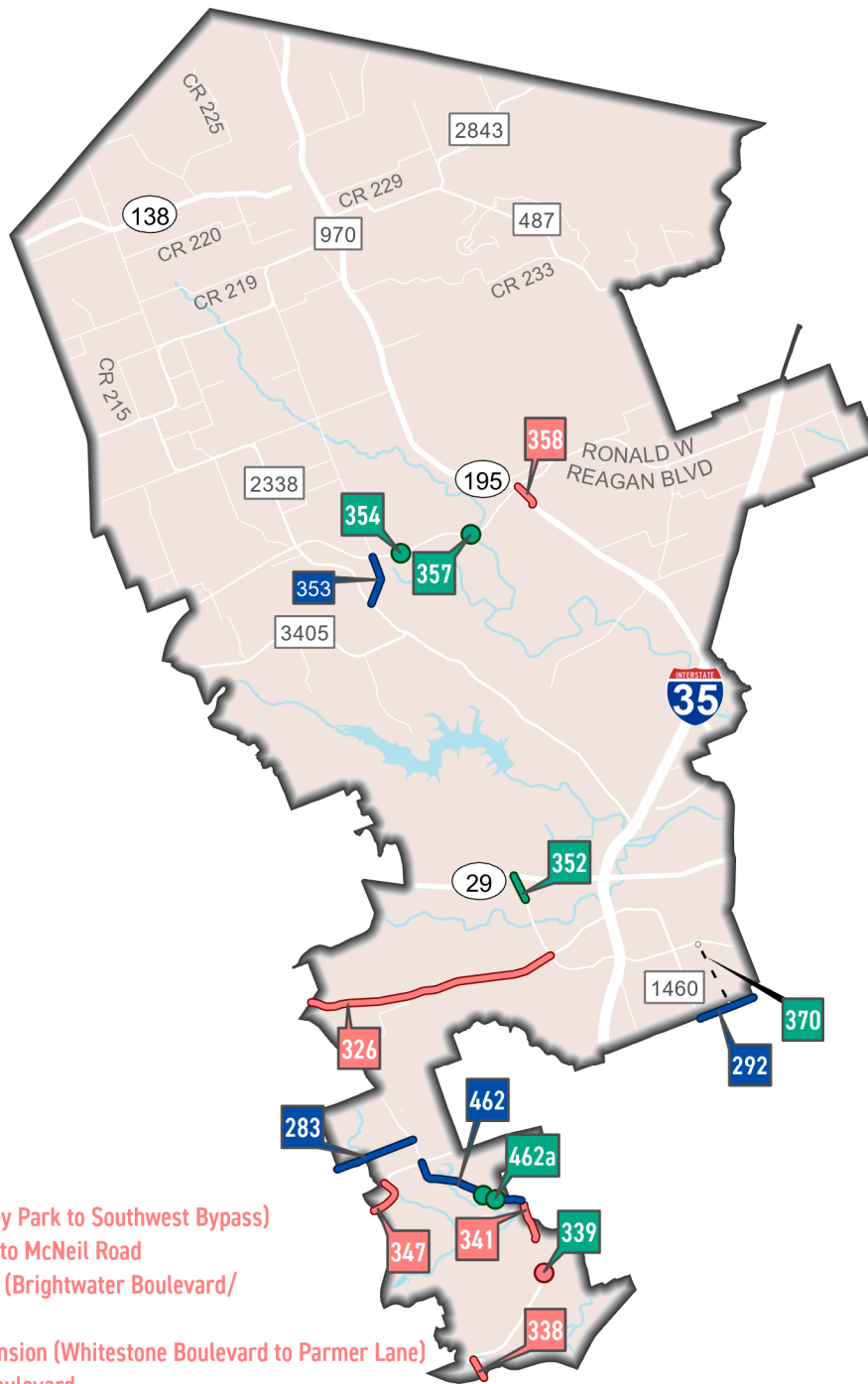
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)

329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

- 326 RM 2243 Realignment (Garey Park to Southwest Bypass)
- 338 RM 620/SH 45 intersection to McNeil Road
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
- 358 SH 195 at Ronald Reagan Boulevard

Under Construction/Bidding

- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
- 292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)
- 353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

- 339 Wyoming Springs Intersection Improvements (At Smyers Lane)
- 352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
- 354 Ronald Reagan at Silver Spur Boulevard
- 357 Ronald Reagan at Sun City Boulevard
- 370 MoKan (Georgetown Inner Loop to University Boulevard) - - -
- 462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = \$10,580,634.11

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>		<u>Days Added</u>	<u>Total Days</u>
6/30/2021	8/3/2021	9/3/2021	9/13/2021			585			585
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	9/13/2021	9/30/2021	18	\$299,881.08	\$299,881.08	\$33,320.12	\$33,320.12	3	3
2	10/1/2021	10/31/2021	31	\$305,937.90	\$605,818.98	\$33,993.10	\$67,313.22	6	8
3	11/1/2021	11/30/2021	30	\$353,916.66	\$959,735.64	\$39,324.07	\$106,637.29	10	14
4	12/1/2021	12/31/2021	31	\$323,378.73	\$1,283,114.37	\$35,930.97	\$142,568.26	13	19
5	1/1/2022	1/31/2022	31	\$388,799.66	\$1,671,914.03	\$43,199.97	\$185,768.23	17	24
6	2/1/2022	2/28/2022	28	\$496,378.98	\$2,168,293.01	\$55,153.22	\$240,921.45	22	29
7	3/1/2022	3/31/2022	31	\$243,581.01	\$2,411,874.02	\$27,064.55	\$267,986.00	25	34
8	4/1/2022	4/30/2022	30	\$232,084.08	\$2,643,958.10	\$25,787.13	\$293,773.13	27	39
9	5/1/2022	5/31/2022	31	\$754,642.60	\$3,398,600.70	\$83,849.18	\$377,622.31	35	45
10	6/1/2022	6/30/2022	30	\$340,143.43	\$3,738,744.13	\$37,793.71	\$415,416.02	38	50
11	7/1/2022	7/31/2022	31	\$475,914.67	\$4,214,658.80	\$52,879.41	\$468,295.43	43	55
12	8/1/2022	8/31/2022	31	\$373,966.90	\$4,588,625.70	\$41,551.87	\$509,847.30	47	60
13	9/1/2022	9/30/2022	30	\$334,474.19	\$4,923,099.89	\$37,163.80	\$547,011.10	51	65
14	10/1/2022	10/31/2022	31	\$596,227.60	\$5,519,327.49	\$66,247.51	\$613,258.61	57	71
15	11/1/2022	11/30/2022	30	\$150,522.30	\$5,669,849.79	\$16,724.70	\$629,983.31	58	76
16	12/1/2022	12/31/2022	31	\$210,284.10	\$5,880,133.89	\$23,364.90	\$653,348.21	60	81
17	1/1/2023	1/31/2023	31	\$487,668.38	\$6,367,802.27	\$54,185.38	\$707,533.59	65	86
18	2/1/2023	2/28/2023	28	\$319,021.56	\$6,686,823.83	\$35,446.84	\$742,980.43	69	91
19	3/1/2023	3/31/2023	31	\$481,061.68	\$7,167,885.51	\$53,451.29	\$796,431.72	74	97
20	4/1/2023	4/30/2023	30	\$1,102,824.63	\$8,270,710.14	-\$361,131.19	\$435,300.53	80	102
21	5/1/2023	5/31/2023	31	\$398,266.76	\$8,668,976.90	\$20,961.41	\$456,261.94	84	107
22	6/1/2023	6/30/2023	30	\$713,888.01	\$9,382,864.91	\$37,573.06	\$493,835.00	91	112

7/31/2023 Comments - Contractor completed the installation of the illumination under the bridge and continued completing punchlist items throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/29/2022	\$ 29,487.96	\$ 29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2022	\$ 100,234.16	\$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/2/2023	27,926.96	157,649.08

1A: Incorrect PS&E. This Change Order adds items to pay for traffic rail Junction Boxes, a 36' tall traffic signal pole, an Electric Service TY A, a Guardrail End Treatment, and Removable Work Zone Pavement Markings. These items of work were not properly addressed in the project plan set.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/2/2023	11,820.42	169,469.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/22/2023	2,831.80	172,301.30

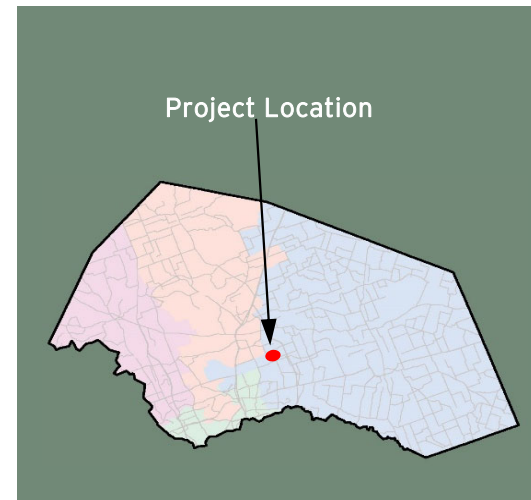
2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional signs needed at the Oak Ridge Drive and Great Oaks Drive intersection during Phase 3 construction. This Change Order also adds an item to pay for water valves to be adjusted on the southwest corner of the existing Great Oaks Drive and Brushy Creek Road intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	7/11/2023	65,607.52	237,908.82

2G. Miscellaneous difference in site conditions. Unadjusted utility (unforeseeable). This Change Order adds an item to pay for the redesigned Panel 7 at Wall 1A due to BCMUD water line elevations differing from that shown in the plans. This Change Order also adds an item to pay for the reinforcing steel previously ordered and delivered to the project for the original design of Panel 7 at Wall 1A. In addition, this Change Order reduces the original item 423-6005 RETAINING WALL (SPREAD FOOTING) due to this change.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	7/11/2023	9,735.71	247,644.53
1A. Design Error or Omission. Incorrect PS&E: This Change Order adds a new pay item to reimburse the contractor for replacing a mis-sized traffic signal pole (Pole #7), due to incorrect height in the plans. The contractor ordered and received the traffic signal pole prior to the error being found. The contractor has delivered the mis-sized pole to the Williamson County Maintenance yard.			

Adjusted Price = \$10,828,278.64



CR 111 Westinghouse Road
 (FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: January 2022 - Spring 2024
Estimated Construction Cost: \$22.2 Million



JULY 2023 IN REVIEW

7/7/2023: Capital Excavation continued construction of the center median on the east side of the intersection at FM 1460. Subcontractor Bennett Paving placed prime on the flexible base throughout the project. Subcontractor Texas Materials placed chip seal and Type B asphalt.

7/14/2023 Capital Excavation completed the headwall at the culvert west of Jacobs Way and began excavating and forming the headwall footing at the Culvert 11 outfall. Subcontractor Bryant & Frey continued to bore a 24-inch steel casing for the developer east of Gateway School.

7/21/2023: Capital Excavation switched traffic onto the new roadway section from CR 105 Spur to east of Bell Gin. Capital placed curb and gutter at the Vogel Street extension. Subcontractor Bryant & Frey completed boring the sleeves for the developer east of Gateway School.

7/28/2023: Capital Excavation removed topsoil, excavated to subgrade and placed one lift of flexible base at the east end of project. Subcontractor ESSi continued seeding and placed soil retention blankets at Bell Gin Road.



Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
 Chuck Evans, HNTB

**CR 111 Westinghouse Road
Project No. 22IFB39**

Original Contract Price = \$21,024,332.88

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/15/2021	1/11/2022	1/20/2022	1/30/2022			700		700	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/1/2022	2/28/2022	28	\$142,149.86	\$142,149.86	\$15,794.43	\$15,794.43	1	4
2	3/1/2022	3/31/2022	31	\$1,624,724.26	\$1,766,874.12	\$180,524.92	\$196,319.35	9	8
3	4/1/2022	4/30/2022	30	\$1,286,121.32	\$3,052,995.44	\$142,902.37	\$339,221.72	15	13
4	5/1/2022	5/31/2022	31	\$1,110,146.62	\$4,163,142.06	\$123,349.64	\$462,571.36	21	17
5	6/1/2022	6/30/2022	30	\$482,208.08	\$4,645,350.14	\$53,578.66	\$516,150.02	23	21
6	7/1/2022	7/31/2022	31	\$787,719.86	\$5,433,070.00	\$87,524.44	\$603,674.46	27	26
7	8/1/2022	8/31/2022	31	\$822,906.88	\$6,255,976.88	\$91,434.10	\$695,108.56	31	30
8	9/1/2022	9/30/2022	30	\$1,707,686.45	\$7,963,663.33	\$189,742.92	\$884,851.48	40	35
9	10/1/2022	10/31/2022	31	\$1,107,286.40	\$9,070,949.73	\$123,031.82	\$1,007,883.30	45	39
10	11/1/2022	11/30/2022	30	\$518,917.48	\$9,589,867.21	\$57,657.50	\$1,065,540.80	48	43
11	12/1/2022	12/31/2022	31	\$1,285,779.15	\$10,875,646.36	-\$493,138.36	\$572,402.44	52	48
12	1/1/2023	1/31/2023	31	\$620,120.59	\$11,495,766.95	\$32,637.93	\$605,040.37	55	52
13	2/1/2023	2/28/2023	28	\$846,149.01	\$12,341,915.96	\$44,534.15	\$649,574.52	59	56
14	3/1/2023	3/31/2023	31	\$639,962.65	\$12,981,878.61	\$33,682.25	\$683,256.77	62	61
15	4/1/2023	4/30/2023	30	\$717,084.56	\$13,698,963.17	\$37,741.29	\$720,998.06	65	65
16	5/1/2023	5/31/2023	31	\$661,601.87	\$14,360,565.04	\$34,821.15	\$755,819.21	68	69
17	6/1/2023	6/30/2023	30	\$591,898.92	\$14,952,463.96	\$31,152.58	\$786,971.79	71	74

7/31/2023 Comments - Contractor placed flexible base, seal coat, and HMA paving at several locations. The contractor continued placing soil retention blankets and stone riprap at outfalls at various locations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/3/2022	\$233,364.00	\$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/3/2022	\$7,553.84	\$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/14/2022	\$20,307.20	\$ 261,225.04

1. Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/13/2022	\$454,267.40	\$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	11/22/2022	\$41,134.66	\$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	11/22/2022	\$24,159.20	\$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	12/14/2022	\$28,440.00	\$ 809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	12/14/2022	\$276,200.00	\$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	4/25/2023	\$14,282.00	\$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	6/6/2023	\$39,507.50	\$ 1,139,215.80

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

Adjusted Price = \$22,163,548.68

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = \$4,288,543.00

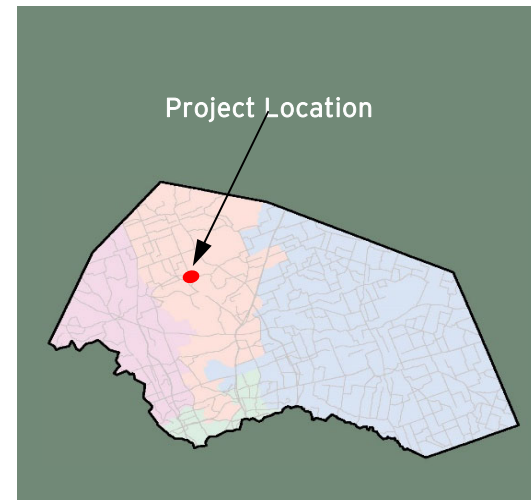
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/23/2022	7/12/2022	8/18/2022	8/29/2022			239		239	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	8/29/2022	8/31/2022	3	\$77,542.20	\$77,542.20	\$8,615.80	\$8,615.80	2	1
2	9/1/2022	9/30/2022	30	\$126,769.50	\$204,311.70	\$14,085.50	\$22,701.30	5	14
3	10/1/2022	10/31/2022	31	\$460,653.35	\$664,965.05	\$51,183.71	\$73,885.01	17	27
4	11/1/2022	11/30/2022	30	\$148,852.80	\$813,817.85	\$16,539.20	\$90,424.21	21	39
5	12/1/2022	12/31/2022	31	\$180,500.40	\$994,318.25	\$20,055.60	\$110,479.81	26	52
6	1/1/2023	1/31/2023	31	\$308,200.50	\$1,302,518.75	\$34,244.50	\$144,724.31	34	65
7	2/1/2023	2/28/2023	28	\$424,385.10	\$1,726,903.85	\$47,153.90	\$191,878.21	45	77
8	3/1/2023	3/31/2023	31	\$778,428.08	\$2,505,331.93	-\$60,018.63	\$131,859.58	61	90
9	4/1/2023	4/30/2023	30	\$585,017.55	\$3,090,349.48	\$30,790.39	\$162,649.97	76	103
10	5/1/2023	5/31/2023	31	\$109,588.94	\$3,199,938.42	\$5,767.84	\$168,417.81	78	115
11	6/1/2023	6/30/2023	30	\$220,158.23	\$3,420,096.65	\$11,587.28	\$180,005.09	84	128

7/31/2023 Comments - Contractor seeded, fertilized and placed soil retention blankets throughout the project. The Contractor finished the installation of steel plates at the sidewalk bridges and placed concrete at the adjacent sidewalk panels.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/18/2023	3,440.89	3,440.89

2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order covers several different changes that took place on the project, including adjusting the ditch along Wolf Ranch to avoid water line, installing cave gates instead of the fencing, revising the sidewalk under the bridge, placing concrete driveway instead of asphalt driveway into Wolf Ranch Apartments and revising the SWPPP sheets per the updated WPAP. 5D. Contractor Convenience. Additional safety work/measures desired by the contractor. Barrier was installed along the work zone for the SH 29 widening at the Southwest Bypass.

Adjusted Price = \$4,291,983.89



**CR 245 Reconstruction
(North of RM 2338 to Ronald Reagan Boulevard)**

**Project Length: 0.962 Miles
Roadway Classification: Suburban Arterial**

**Project Schedule: January 2023 - Spring 2024
Estimated Construction Cost: \$6.97 Million**



JULY 2023 IN REVIEW

7/7/2023: Joe Bland Construction (JBC) continued processing flexible base from Rocky Hollow Drive up to the bridge. Subcontractor Lonestar Paving began paving Type B asphalt from Ronald Reagan to the bridge and from RM 2338 to Rocky Hollow Drive. Subcontractor Greater Austin continued forming and pouring concrete rip rap at the bridge abutments.

7/14/2023 JBC continued processing flexible base from Rocky Hollow Drive up to the south end of the bridge. Subcontractor Greater Austin placed bridge beams.

7/21/2023: JBC began shouldering up against the edges of asphalt from Ronald Reagan to the north end of the bridge. Subcontractor Lonestar Paving placed prime and seal coat on CR 245 by Smokestack Lane.

7/28/2023: JBC continued shouldering up against the edges of asphalt from Rocky Hollow Drive to the south end of the bridge. Subcontractor Greater Austin continued placing bridge deck panels. Subcontractor LoneStar Paving paved asphalt on CR 245 from Smokestack Lane to Rocky Hollow Drive.



**Design Engineer: Bridgefarmer
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB**

**Williamson County
Road Bond Program**

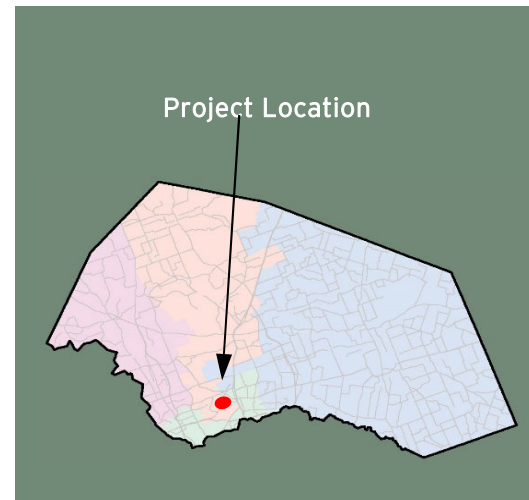
Project Name: CR 245 Reconstruction
Project No. 23IFB12

Original Contract Price = \$6,969,195.21

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/6/2022	12/13/2022	2/1/2023	2/10/2023				423		423
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/10/2023	2/28/2023	19	\$143,464.59	\$143,464.59	\$15,940.51	\$15,940.51	2	4
2	3/1/2023	3/31/2023	31	\$355,908.11	\$499,372.70	\$39,545.35	\$55,485.86	8	12
3	4/1/2023	4/30/2023	30	\$378,182.90	\$877,555.60	\$42,020.32	\$97,506.18	14	19
4	5/1/2023	5/31/2023	31	\$541,611.28	\$1,419,166.88	\$60,179.03	\$157,685.21	23	26
5	6/1/2023	6/30/2023	30	\$438,431.06	\$1,857,597.94	\$48,714.56	\$206,399.77	30	33

7/31/2023 Comments - Contractor continued placing bridge decks panels and paved asphalt in various locations.

Adjusted Price = \$6,969,195.21



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

**Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial**

**Project Schedule: January 2022 - Fall 2025
Estimated Construction Cost: \$33.8 Million**



JULY 2023 IN REVIEW

7/7/2023: Subcontractor HL Chapman continued to excavate the bore pit for the Round Rock water line south of the dam for Dry Fork Creek. Subcontractor CTRB continued to prepare for the Oak tree bore for the Round Rock water line just south of RM 1431.

7/14/2023: Cash excavated for the storm sewer inlets south of RM 1431. Subcontractor HL Chapman began to excavate the bore pit for the Round Rock water line at the north end of project. HL Chapman trenched for the BCMUD water line just east of Deer Trail Circle.

7/21/2023: Cash excavated for the storm sewer inlets east of Thousand Oaks. Subcontractor CTRB began boring at the Oak tree bore for the Round Rock water line just south of RM 1431.

7/28/2023: Cash began installing the storm sewer pipe and manholes just south of RM 1431. Subcontractor HL Chapman began trenching for the BCMUD water line between Great Oaks Drive and Walsh Ranch Blvd. Subcontractor Matoka installed the silt fence just east of Walsh Drive.



**Design Engineer: K Friesen
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB**

**Williamson County
Road Bond Program**

Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = \$36,145,959.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/20/2022	1/13/2023	3/13/2023	3/23/2023			911		911	
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	4/1/2023	4/30/2023	30	\$21,095.55	\$21,095.55	\$2,343.95	\$2,343.95	0	3
2	5/1/2023	5/31/2023	31	\$511,459.79	\$532,555.34	\$56,828.87	\$59,172.82	2	7
3	6/1/2023	6/30/2023	30	\$1,024,886.41	\$1,557,441.75	\$113,876.26	\$173,049.08	5	10
4	7/1/2023	7/31/2023	31	\$148,136.40	\$1,705,578.15	\$16,459.60	\$189,508.68	6	13

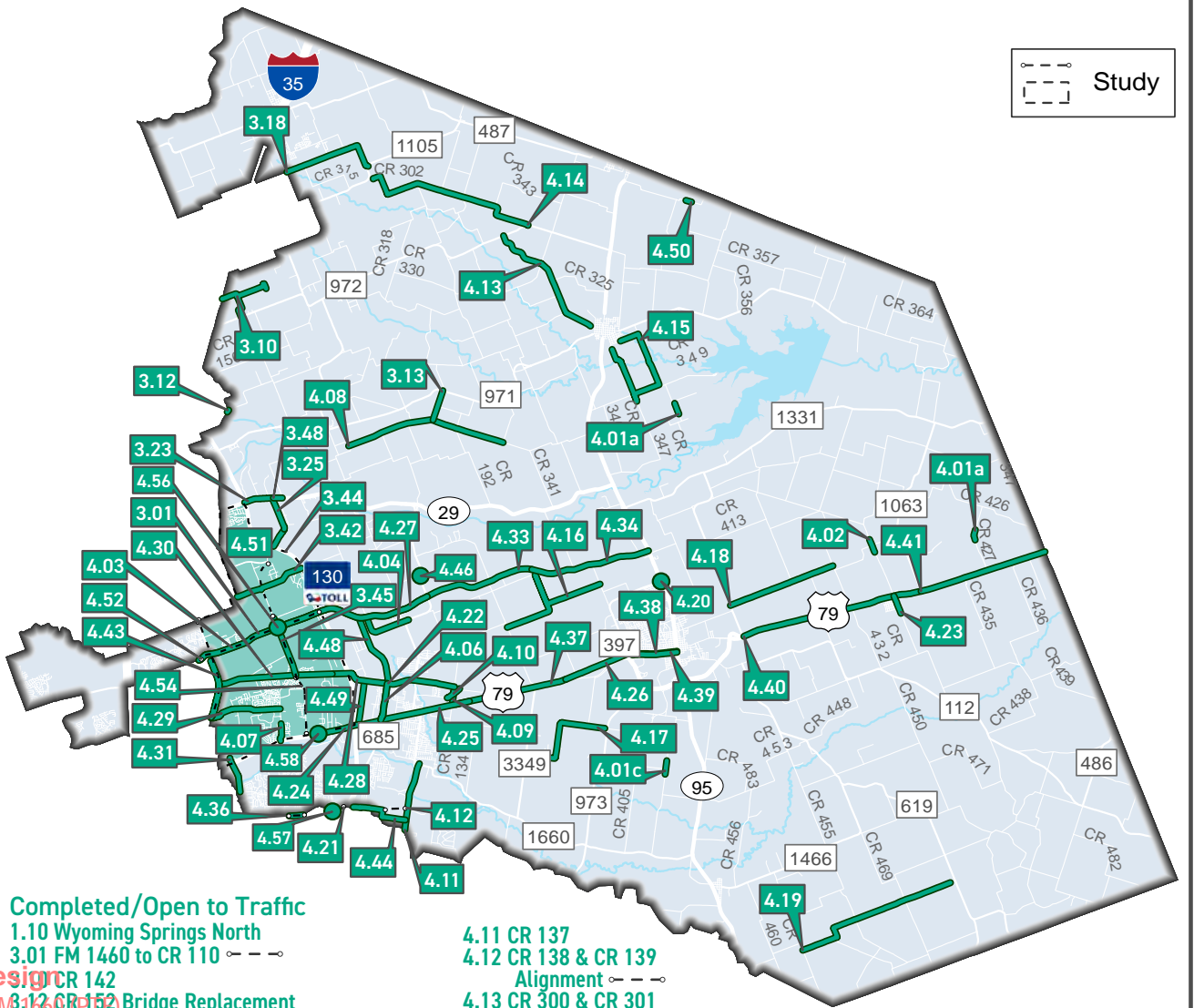
7/31/2023 Comments - Contractor installed silt fences, started jack & bore casing for the 42" City of Round Rock waterline, and continued pre-trenching for the City of Round Rock waterline and BCMUD water lines.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/27/2023	\$ (2,394,078.12)	\$ (2,394,078.12)

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Adjusted Price = \$33,751,880.88

2000/2006 Road Bond Program Projects Precinct 4 - Commissioner Boles



Completed/Open to Traffic

- 1.10 Wyoming Springs North
- 3.01 FM 1460 to CR 110
- 3.12 CR 142
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.18 CR 314
- 3.23 SH 29/CR 104 - Phase 1
- 3.25 CR 104 - Phase 2
- 3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
- 3.44 CR 110 North (North of CR 107 to North of Sam Houston)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 4.01a CR 427 Bridge Replacement
- 4.01b CR 390 Bridge Replacement
- 4.01c CR 406 Bridge Replacement
- 4.02 CR 424 Bridge Replacement
- 4.03 Chandler Road - Phase 1
- 4.04 CR 100
- 4.06 CR 119
- 4.07 CR 122 at US 79
- 4.08 CR 124
- 4.09 CR 132
- 4.10 CR 136

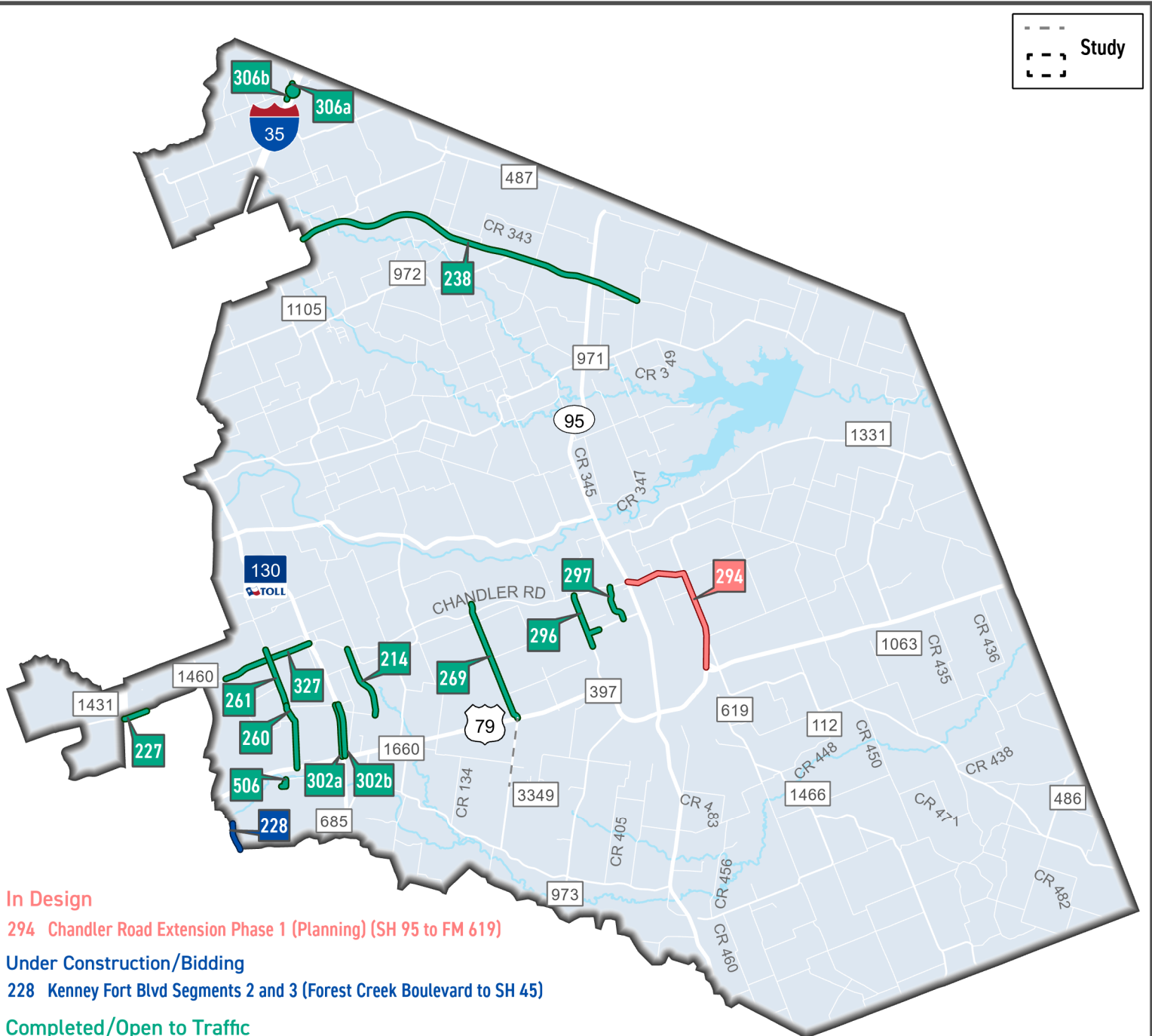
- 4.11 CR 137
- 4.12 CR 138 & CR 139
- 4.13 CR 300 & CR 301
- 4.14 CR 302
- 4.15 CR 347 & CR 348
- 4.16 CR 368 & CR 369 (CR 101 to CR 366)
- 4.17 CR 404
- 4.18 CR 412
- 4.19 CR 466
- 4.20 FM 397 at SH 95 Signal
- 4.21 Gattis School Rd. ROW
- 4.22 Limmer Loop - Phase 1A
- 4.23 Thrall School Zone
- 4.24 US 79 - Section 1
- 4.25 US 79 - Section 2
- 4.26 US 79 - Section 3A
- 4.27 Chandler Rd. - Phase 2
- 4.28 Limmer Loop - Phase 1B
- 4.29 CR 113 / Old Settlers Blvd.
- 4.30 Limmer Loop - Phase 1C
- 4.31 Kenney Fort Boulevard - Phase 1
- 4.33 Chandler Rd. - Phase 3A
- 4.34 Chandler Rd. - Phase 3B
- 4.36 Gattis School Road

- 4.37 US 79 - Section 3 (PTF)
- 4.38 2nd Street Improvements
- 4.39 2nd Street Drainage Improvements
- 4.40 US 79 Section 5A (PTF)
- 4.41 US 79 Section 5B (PTF)
- 4.43 FM 1460 Section 2
- 4.44 CR 138
- 4.46 FM 1660 at Landfill Rd. (CR 128)
- 4.48 CR 119
- 4.49 CR 108
- 4.50 CR 351 at Donahoe Creek
- 4.51 CR 110 / Arterial A
- 4.52 University Blvd. (Chandler Rd.) Expansion
- 4.54 CR 110 South - (US 79 to Limmer Lp)
- 4.56 CR 110 at University Blvd. (Signal)
- 4.57 Gattis School Rd. at Winterfield Dr. (Signal)
- 4.58 Tradesman Park Crossing

In Design
4.35 FM 1460 N 152

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)

Under Construction/Bidding

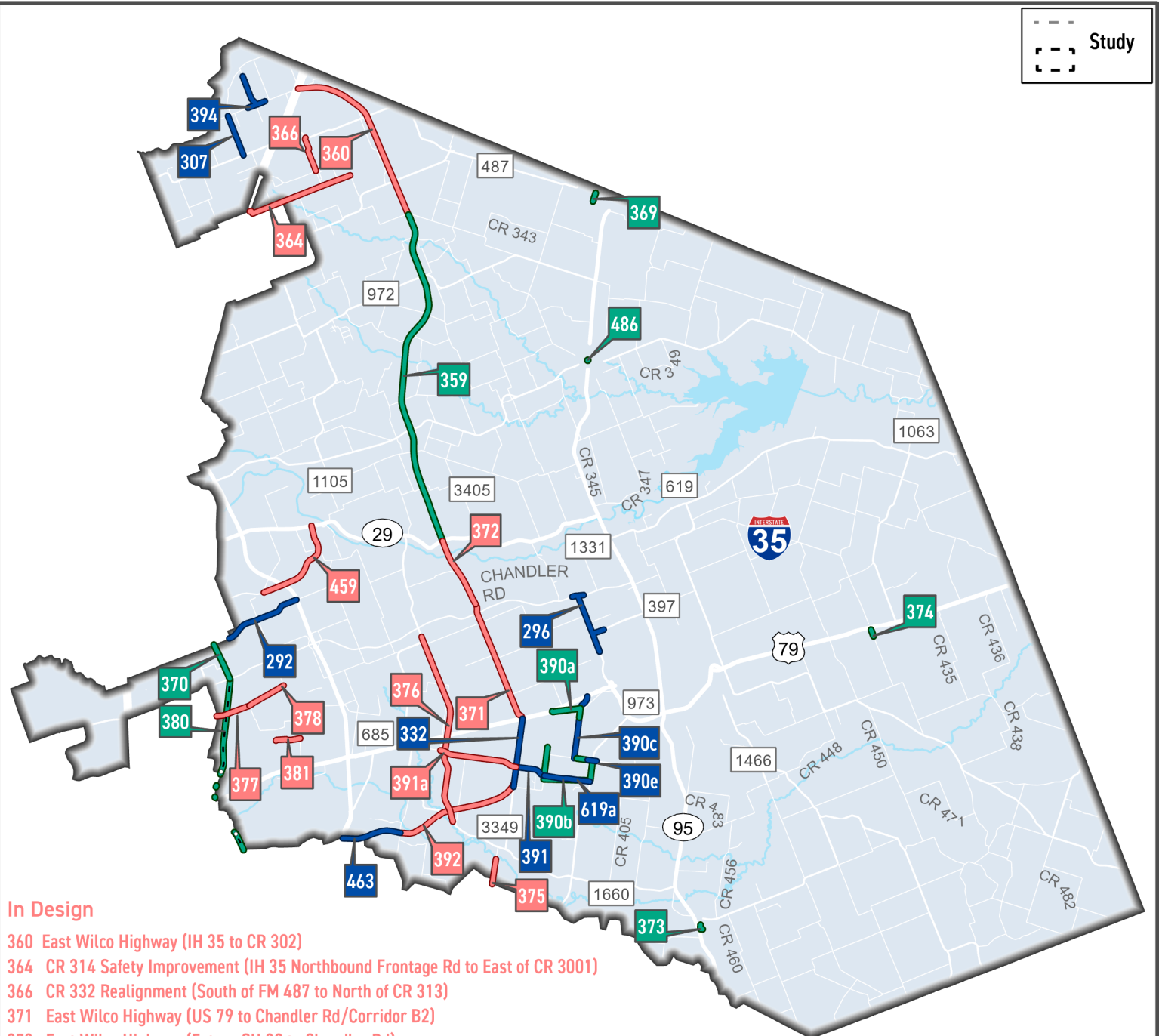
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 269 CR 101 (US 79 to North of Chandler Road)
- 260 CR 110 South (US 79 to Limmer Loop)
- 261 CR 110 Middle (Limmer Loop to CR 107)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
- 302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
- 302b SH 130 Traffic Study - - -
- 306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 306b CR 305 at IH 35 Bridge Replacement
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange (US 79 to CR 404) - - -
- 506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

- 360 East Wilco Highway (IH 35 to CR 302)
- 364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
- 366 CR 332 Realignment (South of FM 487 to North of CR 313)
- 371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2)
- 372 East Wilco Highway (Future SH 29 to Chandler Rd)
- 375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
- 376 CR 134/CR 132 Extension (Hutto Arterial)
- 377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
- 378 CR 112 Widening (CR 117 to CR 110)
- 381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
- 391a CR 132 Realignment
- 392 East Wilco Highway (Southeast Loop Segment 2) (CR 137 to CR 404)
- 459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

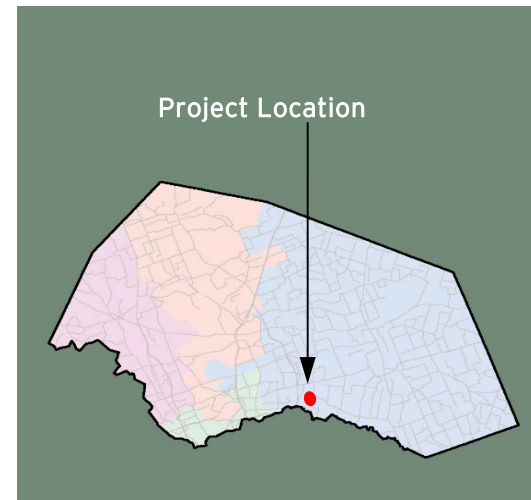
Under Construction/Bidding

- 292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
- 296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
- 307 Bud Stockton Extension (CR 305 to FM 487)
- 332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
- 390c CR 401/CR 404 Improvements (US 79 to CR 404)
- 390e CR 404 at FM 973 (CR 404)

- 391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
- 394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
- 463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
- 619a Samsung Highway (Future County Road) (CR 404 to FM 973)

Completed/Open to Traffic

- 359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/Corridor D)
- 369 Bartlett Project (Cottrell Street)
- 370 MoKan (Georgetown Inner Loop to University Boulevard)
- 373 Coupland Street Project (S. Broad & Muery Streets)
- 374 Thrall Street Project - S Bounds Street
- 380 MoKan (University Boulevard to SH 45)
- 390a CR Improvements and Paving (CR 401, CR 402, CR 404)
- 390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
- 486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)



East Wilco Highway (Southeast Loop Segment 1) (Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - Summer 2023
Estimated Construction Cost: \$13.2 Million



JULY 2023 IN REVIEW

7/7/2023: James Construction (JCG) continued working on punch list items.

7/14/2023: Subcontractor TEM removed silt fence from the project.

7/21/2023: JCG set the lane closure at Dana Drive to allow for drainage work to be performed in this area. JCG excavated, placed and backfilled drainage lines and inlets that are underneath Dana Drive.

7/28/2023: JCG excavated, placed and backfilled drainage lines near Dana Drive. JCG excavated and removed the existing inlets and drainage lines at Dana Drive.



Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Project Name: East Wilco Highway (Southeast Loop, Segment 1)**Project No. T3346**

Original Contract Price = \$11,526,789.09

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/30/2021	4/27/2021	7/12/2021	7/19/2021			534	24	558	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	7/19/2021	8/31/2021	44	\$767,411.06	\$767,411.06	\$85,267.90	\$85,267.90	6	8
2	9/1/2021	9/30/2021	30	\$328,739.28	\$1,096,150.34	\$36,526.58	\$121,794.48	9	13
3	10/1/2021	10/31/2021	31	\$221,811.16	\$1,317,961.50	\$24,645.69	\$146,440.17	11	19
4	11/1/2021	11/30/2021	30	\$278,008.69	\$1,595,970.19	\$30,889.85	\$177,330.02	13	24
5	12/1/2021	12/31/2021	31	\$331,070.23	\$1,927,040.42	\$36,785.58	\$214,115.60	16	30
6	1/1/2022	1/31/2022	31	\$624,535.89	\$2,551,576.31	\$69,392.88	\$283,508.48	22	35
7	2/1/2022	2/28/2022	28	\$352,666.85	\$2,904,243.16	\$39,185.20	\$322,693.68	24	40
8	3/1/2022	3/31/2022	31	\$815,310.79	\$3,719,553.95	\$90,590.09	\$413,283.77	31	46
9	4/1/2022	4/30/2022	30	\$741,856.71	\$4,461,410.66	\$82,428.53	\$495,712.30	38	51
10	5/1/2022	5/31/2022	31	\$625,433.98	\$5,086,844.64	\$69,492.66	\$565,204.96	43	57
11	6/1/2022	6/30/2022	30	\$498,845.27	\$5,585,689.91	\$55,427.25	\$620,632.21	47	62
12	7/1/2022	7/31/2022	31	\$521,580.90	\$6,107,270.81	\$57,953.44	\$678,585.65	52	68
13	8/1/2022	8/31/2022	31	\$672,002.44	\$6,779,273.25	\$74,666.93	\$753,252.58	57	73
14	9/1/2022	9/30/2022	30	\$936,075.41	\$7,715,348.66	\$104,008.38	\$857,260.96	65	79
15	10/1/2022	10/31/2022	31	\$851,880.44	\$8,567,229.10	-\$406,354.16	\$450,906.80	68	84
16	11/1/2022	11/30/2022	30	\$625,071.12	\$9,192,300.22	\$32,898.48	\$483,805.28	73	90
17	12/1/2022	12/31/2022	31	\$290,510.48	\$9,482,810.70	\$15,290.02	\$499,095.30	76	95
18	1/1/2023	1/31/2023	31	\$55,998.20	\$9,538,808.90	\$2,947.27	\$502,042.57	76	101
19	2/1/2023	2/28/2023	28	\$161,924.00	\$9,700,732.90	\$8,522.32	\$510,564.89	77	106
20	3/1/2023	3/31/2023	31	\$291,588.78	\$9,992,321.68	\$15,346.78	\$525,911.67	80	111
21	4/1/2023	4/30/2023	30	\$160,641.77	\$10,152,963.45	\$8,454.83	\$534,366.50	81	117
22	5/1/2023	5/31/2023	31	\$79,909.01	\$10,232,872.46	\$4,205.73	\$538,572.23	98	122
23	6/1/2023	6/30/2023	30	\$355,060.22	\$10,587,932.68	\$18,687.38	\$557,259.61	85	128

7/31/2023 Comments - The Contractor installed storm drain lines by Dana Dr. and continued working on the remaining punch list items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/3/2021	\$ 148,710.35	\$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/4/2022	\$73,007.39	\$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	2/28/2023	\$177,807.62	\$399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/28/2023	156,231.96	\$55,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

Adjusted Price = \$13,176,127.65

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = \$13,092,842.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
10/10/2019	11/5/2019	6/26/2020	7/6/2020	3/1/2022	7/28/2022	540	64	604	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	7/6/2020	7/25/2020	20	\$366,881.43	\$366,881.43	\$40,764.60	\$40,764.60	3	3
2	7/26/2020	8/30/2020	36	\$2,072,374.48	\$2,439,255.91	\$230,263.83	\$271,028.43	22	9
3	8/31/2020	9/23/2020	24	\$66,831.99	\$2,506,087.90	\$7,425.78	\$278,454.21	23	13
4	9/24/2020	10/25/2020	32	\$531,044.64	\$3,037,132.54	\$59,004.96	\$337,459.17	27	19
5	10/26/2020	11/29/2020	35	\$424,017.36	\$3,461,149.90	\$47,113.04	\$384,572.21	31	24
6	11/30/2020	12/27/2020	28	\$709,323.98	\$4,170,473.88	\$78,813.77	\$463,385.98	38	29
7	12/28/2020	1/27/2021	31	\$294,970.38	\$4,465,444.26	\$32,774.49	\$496,160.47	40	34
8	2/1/2021	2/28/2021	28	\$293,948.14	\$4,759,392.40	\$32,660.91	\$528,821.38	43	39
9	3/1/2021	3/31/2021	31	\$367,172.81	\$5,126,565.21	\$40,796.97	\$569,618.35	46	44
10	4/1/2021	4/30/2021	30	\$421,691.16	\$5,548,256.37	\$46,854.58	\$616,472.93	50	49
11	5/1/2021	5/31/2021	31	\$703,963.56	\$6,252,219.93	\$78,218.17	\$694,691.10	56	54
12	6/1/2021	6/30/2021	30	\$348,806.38	\$6,601,026.31	\$38,756.27	\$733,447.37	59	59
13	7/1/2021	7/31/2021	31	\$450,541.31	\$7,051,567.62	\$50,060.14	\$783,507.51	63	64
14	8/1/2021	8/31/2021	31	\$759,767.66	\$7,811,335.28	\$84,418.63	\$867,926.14	70	69
15	9/1/2021	9/30/2021	30	\$572,768.63	\$8,384,103.91	\$63,640.96	\$931,567.10	75	74
16	10/1/2021	10/31/2021	31	\$731,491.99	\$9,115,595.90	-\$451,798.89	\$479,768.21	78	79
17	11/1/2021	11/30/2021	30	\$496,699.04	\$9,612,294.94	\$26,142.05	\$505,910.26	82	84
18	12/1/2021	12/31/2021	31	\$786,832.47	\$10,399,127.41	\$41,412.24	\$547,322.50	89	89
19	1/1/2022	1/31/2022	31	\$168,386.88	\$10,567,514.29	\$8,862.46	\$556,184.96	90	95
20	2/1/2022	2/28/2022	28	\$662,254.39	\$11,229,768.68	\$34,855.50	\$591,040.46	96	99
21	3/1/2022	3/31/2022	1	\$174,865.08	\$11,404,633.76	\$9,203.42	\$600,243.88	97	99
22	4/1/2022	4/30/2022	0	\$427,447.18	\$11,832,080.94	-\$358,772.84	\$241,471.04	98	100
23	5/1/2022	5/31/2022	0	\$58,135.36	\$11,890,216.30	\$1,186.44	\$242,657.48	98	100
24	6/1/2022	6/30/2022	0	\$1,755.09	\$11,891,971.39	\$35.81	\$242,693.29	98	100
25	7/1/2022	7/31/2022	0	\$1,665.44	\$11,893,636.83	\$33.99	\$242,727.28	98	100
26	8/1/2022	9/30/2022	0	\$36,850.58	\$11,930,487.41	\$752.05	\$243,479.33	98.6	100
27	10/1/2022	6/1/2023	0	\$421,721.02	\$12,352,208.43	-\$243,479.33	\$0.00	100.0	100

7/31/2023 Comments - Final pay estimate has been sent to the County for processing.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/14/2021	\$ 139,570.57	\$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/14/2021	\$ 87,600.15	\$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/28/2021	\$ 81,281.83	\$ 308,452.55

3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/28/2021	\$ (366,519.81)	\$ (58,067.26)

3C: County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F: County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	12/21/2022	\$ (727,246.14)	\$ (785,313.40)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items to the contract to compensate the Contractor for various work including the removal of the drainage pipe at Driveway 19, installing a box culvert and the safety end treatments for the culvert per RFI 20, compensation for unused water line materials that could not be restocked, and compensation for relocation of encasement due to changing field conditions.

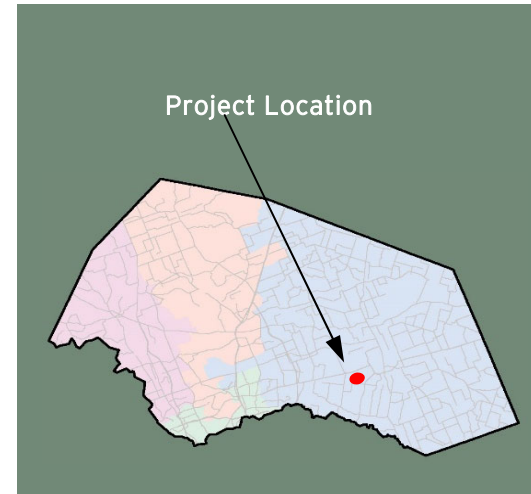
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	4/24/2023	\$ 40,347.72	\$ (744,965.68)

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	6/14/2023	\$ 4,332.41	\$ (740,633.27)

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

Adjusted Price = \$12,352,208.73



CR 401 Reconstruction

Project Length: 1.253 Miles

Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2023

Estimated Construction Cost: \$13.5 Million



JULY 2023 IN REVIEW

7/7/2023: James Construction (JCG) placed topsoil from the old driveway to the Clark Travel business. Subcontractor Sexton continued installing the water line metering station at the south end of the project. Subcontractor Austin Traffic Signal continued work on the US 79 signals. Subcontractor Flasher completed striping the US 79 and CR 401 intersection.

7/14/2023: JCG began working on punchlist items and cleaning up the project. The contractor placed topsoil and performed grading work between the CR 402 intersection and the bridge.

7/21/2023: JCG continued working on punch list items and clean-up. The contractor continued watering to establish vegetation growth. Subcontractor Flasher painted the skip lines at the US 79 and CR 401 intersection for the double-left turns from westbound US 79 to southbound CR 401 and from northbound CR 401 to westbound US 79.

7/28/2023: JCG continued working on punchlist items and clean-up. The contractor continued watering to establish vegetation growth.



Design Engineer: HNTB

Contractor: James Construction

Construction Observation:

Kyle McCoy, HNTB

**Williamson County
Road Bond Program**

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = \$12,673,200.94

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/11/2022	3/22/2022	4/21/2022	5/2/2022			505	-70	435	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	4/14/2022	4/21/2022	0	\$541,350.00	\$541,350.00	\$60,150.00	\$60,150.00	5	0
2	4/22/2022	5/31/2022	30	\$213,264.25	\$754,614.25	\$23,696.03	\$83,846.03	6	7
3	6/1/2022	7/1/2022	31	\$1,394,793.70	\$2,149,407.95	\$154,977.08	\$238,823.11	18	14
4	7/2/2022	7/31/2022	30	\$690,418.59	\$2,839,826.54	\$76,713.17	\$315,536.28	23	21
5	8/1/2022	8/31/2022	31	\$276,688.62	\$3,116,515.16	\$30,743.18	\$346,279.46	26	28
6	9/1/2022	9/30/2022	30	\$784,682.38	\$3,901,197.54	\$87,186.93	\$433,466.39	32	35
7	10/1/2022	10/31/2022	31	\$776,738.57	\$4,677,936.11	\$86,304.29	\$519,770.68	38	42
8	11/1/2022	11/30/2022	30	\$875,684.24	\$5,553,620.35	\$97,298.25	\$617,068.93	46	49
9	12/1/2022	12/31/2022	31	\$422,000.74	\$5,975,621.09	\$46,888.97	\$663,957.90	49	56
10	1/1/2023	1/31/2023	31	\$616,120.11	\$6,591,741.20	\$68,457.79	\$732,415.69	54	63
11	2/1/2023	2/28/2023	28	\$598,319.58	\$7,190,060.78	\$66,479.95	\$798,895.64	59	70
12	3/1/2023	3/31/2023	31	\$603,951.86	\$7,794,012.64	\$67,105.76	\$866,001.40	64	77
13	4/1/2023	4/30/2023	30	\$945,657.20	\$8,739,669.84	-\$406,018.78	\$459,982.62	68	84
14	5/1/2023	5/31/2023	31	\$1,082,327.54	\$9,821,997.38	\$56,964.61	\$516,947.23	77	91
15	6/1/2023	6/30/2023	30	\$1,195,677.91	\$11,017,675.29	\$62,930.42	\$579,877.65	86	98

7/31/2023 Comments - Contractor finished the milestone work and opened CR 401 at US 79, they continue to work on punchlist list and are waiting for UPRR to install the new railroad crossing.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/15/2022	\$ 13,315.52	\$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/20/2022	\$ 414,400.00	\$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

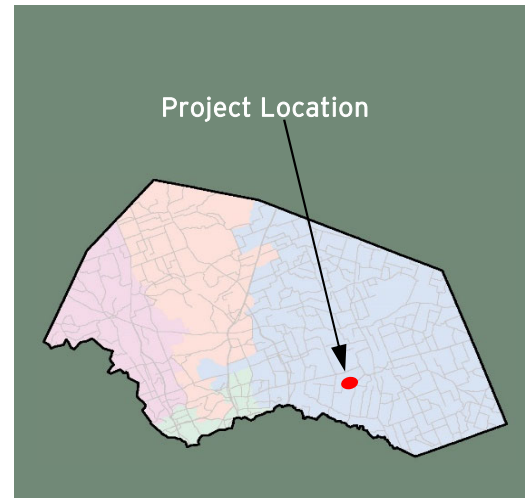
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/5/2022	\$ 214,351.37	\$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	2/28/2023	\$ 188,826.95	\$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Adjusted Price = \$13,504,094.78



**Samsung Highway (Future County Road)
(CR 404 to FM 973)**

**Project Length: 1.466 Miles
Roadway Classification: Rural Major Collector**

**Project Schedule: August 2022 - Fall 2023
Estimated Construction Cost: \$11.3 Million**



JULY 2023 IN REVIEW

7/7/2023: Chasco Constructors continued spreading topsoil and grading the right-of-way throughout the project.

7/14/2023: Chasco Constructors continued spreading topsoil and grading the right-of-way throughout the project. Subcontractor DIJ placed permanent pavement markers. Contractor prepped roadway for stripping.

7/21/2023: Chasco Constructors continued spreading topsoil and grading the right-of-way throughout the project.

7/28/2023: Chasco Constructors continued spreading topsoil and grading the right-of-way west of the bridge. The contractor continued vegetative watering.



**Design Engineer: HNTB
Contractor: Chasco
Construction Observation:
Bruce Williams, HNTB**

**Williamson County
Road Bond Program**

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)

Project No. 22IFB126

Original Contract Price = \$11,289,929.00

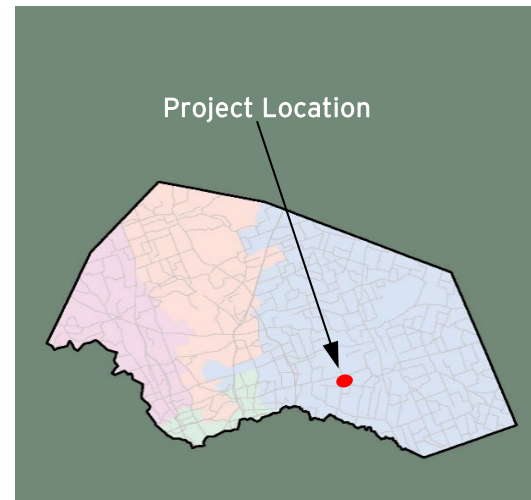
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/12/2022	7/19/2022	8/5/2022	8/15/2022				413		413
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/15/2022	9/27/2022	44	\$415,099.80	\$415,099.80	\$46,122.20	\$46,122.20	4	11
2	9/28/2022	10/31/2022	34	\$1,256,916.42	\$1,672,016.22	\$139,657.38	\$185,779.58	16	19
3	11/1/2022	11/30/2022	30	\$529,743.42	\$2,201,759.64	\$58,860.38	\$244,639.96	22	26
4	12/1/2022	12/31/2022	31	\$196,710.30	\$2,398,469.94	\$21,856.70	\$266,496.66	24	34
5	1/1/2023	1/31/2023	31	\$942,884.78	\$3,341,354.72	\$104,764.98	\$371,261.64	33	41
6	2/1/2023	2/28/2023	28	\$895,707.90	\$4,237,062.62	\$99,523.10	\$470,784.74	42	48
7	3/1/2023	3/31/2023	31	\$2,066,773.05	\$6,303,835.67	\$229,641.45	\$700,426.19	62	55
8	4/1/2023	4/30/2023	30	\$1,637,718.64	\$7,941,554.31	-\$282,449.65	\$417,976.54	74	63
9	5/1/2023	5/31/2023	31	\$1,177,188.70	\$9,118,743.01	\$61,957.30	\$479,933.84	85	70
10	6/1/2023	7/31/2023	61	\$1,026,783.27	\$10,145,526.28	\$54,041.23	\$533,975.07	94	85

7/31/2023 Comments - Contractor continued spreading topsoil and grading throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	1/24/2023	41,260.00	41,260.00

1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

Adjusted Price = \$11,331,189.00



East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: \$83.1 Million



JULY 2023 IN REVIEW

7/7/2023: James Construction (JCG) placed flexible base and continued installing geo-grid at the Jug Handle and the westbound US 79 Auxiliary Lane. JCG poured columns 1-5 for Bent 16 of the northbound frontage road bridge.

7/14/2023: JCG formed and poured sheer keys of the Jug Handle bridge, continued framing, formed caps and poured columns throughout the project. Subcontractor Patin Construction continued installing the 24-inch steel casing and Line B at southbound FM 3349.

7/21/2023: JCG began foam fills and precast panel installation at the Jug Handle Bridge. Subcontractor Patin Construction continued installing the 24-inch steel casing and the 24-inch ductile iron pipe at Line A at FM 3349.

7/28/2023: JCG installed overhang brackets and screed rail for the Jug Handle Bridge. Subcontractor LoneStar Paving applied prime coat and paved asphalt at the Jug Handle. Subcontractor G.K. Construction tied the rebar for the Jug Handle bridge.



Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (FM 3349 at US 79)

Project No. 22IFB139

Original Contract Price = \$81,941,038.13

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/24/2022	9/26/2022	10/6/2022	10/17/2022			1394		1394	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/18/2022	11/25/2022	39	\$755,690.77	\$755,690.77	\$0.00	\$0.00	1	2
2	11/26/2022	12/25/2022	30	\$5,128,955.59	\$5,884,646.36	\$0.00	\$0.00	7	0
3	12/26/2022	1/25/2023	31	\$1,448,580.10	\$7,333,226.46	\$0.00	\$0.00	9	7
4	1/26/2023	2/25/2023	31	\$1,272,882.90	\$8,606,109.36	\$0.00	\$0.00	10	9
5	2/26/2023	3/25/2023	28	\$2,922,159.15	\$11,528,268.51	\$0.00	\$0.00	14	11
6	3/26/2023	4/25/2023	31	\$1,419,905.85	\$12,948,174.36	\$0.00	\$0.00	16	14
7	4/26/2023	5/25/2023	30	\$1,672,497.88	\$14,620,672.24	\$0.00	\$0.00	18	16
8	5/26/2023	6/25/2023	31	\$3,188,150.58	\$17,808,822.82	\$0.00	\$0.00	21	18

7/31/2023 Comments - The Contractor completed installing geogrid and flex base at Jughandle Rd. The Contractor finished placing foam fills and precast panels at the Jug Handle Bridge. The Contractor continued installation of traffic signal components at the intersections of US 79 and Jug Handle Rd. and the City of Hutto waterline along FM 3349.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

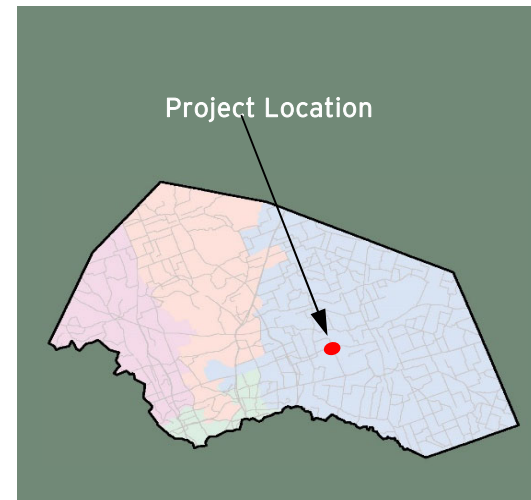
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with \$82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Adjusted Price = \$83,143,695.35



CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)

Project Length: 2.751 Miles
Roadway Classification: Rural Arterial

Project Schedule: January 2023 - Summer 2024
Estimated Construction Cost: \$17.7 Million



JULY 2023 IN REVIEW

7/7/2023: James Construction (JCG) continued processing subgrade along CR 366. JCG placed geogrid and flexible base at CR 366 and Chandler Road. Subcontractor Patin continued installing water lines for Jonah at CR 366 and FM 397. JCG began forming abutments 1 and 2 along CR 366.

7/14/2023: JCG continued processing subgrade along CR 366. JCG processed flexible base at CR 366 and Chandler Road. JCG formed and poured both concrete bridge abutments along CR 366.

7/21/2023: JCG continued geogrid installation at CR 366 and Chandler Road. JCG delivered and processed flexible base at CR 366 and Chandler Road. JCG poured bridge abutment 1.

7/28/2023: JCG continued geogrid installation at CR 366 and Chandler Road. JCG delivered and processed flexible base at CR 366 and Chandler Road. The contractor continued roadway excavation along CR 366.



Design Engineer: Garver
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

**Williamson County
Road Bond Program**

CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138

Original Contract Price = \$17,694,262.46

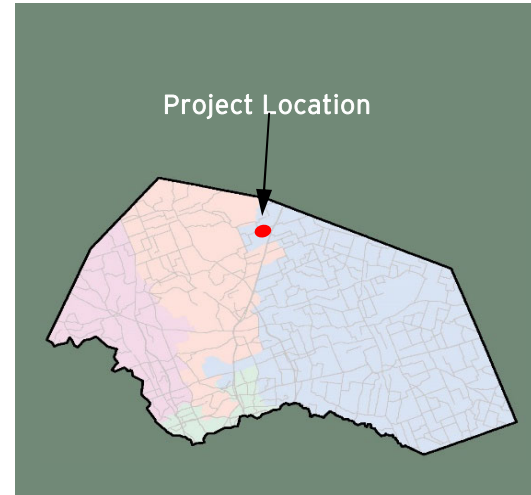
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	1/6/2023	2/28/2023	54	\$1,184,919.53	\$1,184,919.53	\$131,657.73	\$131,657.73	7	10
2	3/1/2023	3/31/2023	31	\$220,649.15	\$1,405,568.68	\$24,516.57	\$156,174.30	9	17
3	4/1/2023	4/30/2023	30	\$195,624.79	\$1,601,193.47	\$21,736.09	\$177,910.39	10	22
4	5/1/2023	5/31/2023	31	\$540,591.96	\$2,141,785.43	\$60,065.77	\$237,976.16	13	28
5	6/1/2023	6/30/2023	30	\$1,603,804.24	\$3,745,589.67	\$178,200.47	\$416,176.63	24	34

7/31/2023 Comments - Contractor finished installing geogrid and continued processing flexible base at CR 366 and Chandler Road. The contractor placed concrete at abutments 1 and 2 of the Bull Branch Tributary bridge.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/6/2023	\$ 11,562.50	\$ 11,562.50

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

Adjusted Price = \$17,705,824.96



Bud Stockton Extension (CR 305 to FM 487)

Project Length: 1.78 Miles
Roadway Classification: Rural Arterial

Project Schedule: Early 2023 - Fall 2023
Estimated Construction Cost: \$5.9 Million



JULY 2023 IN REVIEW

7/7/2023: Cash Construction continued processing flexible base from the FM 487 intersection to CR 305. Subcontractor Alpha Paving began placing prime coat on CR 305 and on Bud Stockton from CR 305 to the south.

7/14/2023: Cash continued backfilling around completed safety end treatments and installing rock riprap. Subcontractor Greater Austin began pouring concrete riprap on the east side of the Bud Stockton and FM 487 intersection.

7/21/2023: Cash began shouldering up against edges of asphalt from CR 305 to FM 487. Subcontractor Greater Austin continued forming and pouring concrete riprap in ditch line on the east side of the Bud Stockton and FM 487 intersection. Subcontractor Alpha Paving paved asphalt on Bud Stockton from CR 305 to FM 487 and along the FM 487 widening.

7/28/2023: Cash began drill seeding and placing compost. Subcontractor Alpha Paving paved hot mix asphalt on Bud Stockton from CR 305 to FM 487 and on CR 305.



Design Engineer: Pape-Dawson
Contractor: Cash Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

Bud Stockton Extension (CR 305 to FM 487)**Project No. 23IFB13**

Original Contract Price = \$5,917,275.00

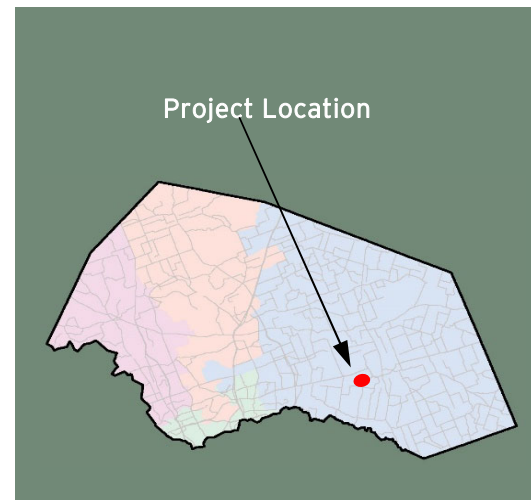
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/12/2022	12/20/2022	1/3/2023	2/9/2023				177		177
<u>Invoice</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</u>
1	2/1/2023	2/28/2023	16	\$173,685.65	\$173,685.65	\$19,298.41	\$19,298.41	3	9
2	3/1/2023	3/31/2023	31	\$509,598.69	\$683,284.34	\$56,622.07	\$75,920.48	13	27
3	4/1/2023	4/30/2023	30	\$596,757.76	\$1,280,042.10	\$66,306.42	\$142,226.90	24	44
4	5/1/2023	5/31/2023	31	\$935,377.65	\$2,215,419.75	\$103,930.85	\$246,157.75	41	61
5	6/1/2023	6/30/2023	30	\$493,627.50	\$2,709,047.25	\$54,847.50	\$301,005.25	51	78

7/31/2023 Contractor finished placing Ty B and Ty D HMA at the CR 305 and FM 487 widenings and Bud Stockton extension. The
 Comments - Contractor continued placing shoulder backing and top soil. The contractor continued placing concrete for pipe safety end treatments and head walls.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/7/2023	\$ 35,830.59	\$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Adjusted Price = \$5,953,105.59



CR 404 at FM 973 Improvements

Project Length: 1.477 Miles

Roadway Classification: Rural Minor Arterial

Project Schedule: Early 2023 - Summer 2023

Estimated Construction Cost: \$4.6 Million



JULY 2023 IN REVIEW

7/7/2023: Jordan Foster (JFC) backfilled the southwest corner of the Samsung Highway and FM 973 intersection. Subcontractor ESSI installed metal beam guard fence at the north end of the project. Subcontractor Flasher striped the lane lines throughout the project. Subcontractor Austin Traffic Signal continued placing signal foundations at the CR 404 intersection.

7/14/2023: JFC continued backfilling throughout the project. Subcontractor Flasher continued permanent striping and pavement markings throughout the project. Subcontractor Austin Traffic Signal began installing traffic signal poles and arms and placed concrete for ground boxes.

7/21/2023: JFC continued backfilling throughout the project. Subcontractor Flasher completed permanent striping and pavement markings throughout the project. Subcontractor J. Arbor installed rock berms throughout the project.

7/28/2023: JFC continued working on punchlist items. Subcontractor J. Arbor sprayed hydro-mulch throughout the project.



Design Engineer: HNTB
Contractor: Jordan Foster Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

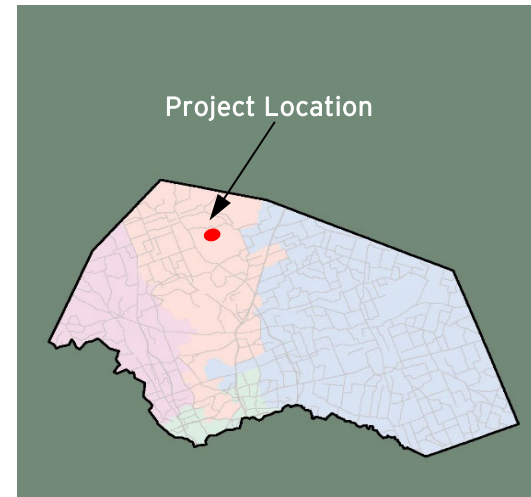
Project Name: CR 404 at FM 973**Project No. 23IFB6**

Original Contract Price = \$4,622,143.93

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/22/2022	12/6/2022	2/1/2023	2/10/2023				150		150
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/10/2023	2/28/2023	19	\$358,668.36	\$358,668.36	\$39,852.04	\$39,852.04	9	13
2	3/1/23	3/31/2023	31	\$668,378.84	\$1,027,047.20	\$74,264.32	\$114,116.36	25	33
3	4/1/2023	4/30/2023	30	\$601,756.01	\$1,628,803.21	\$66,861.78	\$180,978.14	39	53
4	5/1/2023	5/31/2023	31	\$555,140.47	\$2,183,943.68	\$61,682.27	\$242,660.41	52	74
5	6/1/2023	6/30/2023	30	\$1,893,411.89	\$4,077,355.57	-\$28,062.78	\$214,597.63	93	94

7/31/2023 Comments - Contractor worked on punchlist items and sprayed hydro-mulch throughout the project.

Adjusted Price = \$4,622,143.93



**CR 307 and CR 305
(CR 307 North of CR 305)**

**Project Length: 0.75 Miles
Roadway Classification: Rural Local**

**Project Schedule: Spring 2023 - Fall 2023
Estimated Construction Cost: \$2.8 Million**



JULY 2023 IN REVIEW

7/7/2023: Joe Bland Construction (JBC) began removing the existing roadway on CR 307 and began processing subgrade.

7/14/2023: JBC continued removing the existing roadway and processing subgrade on CR 307. JBC began lime treating subgrade on CR 307.

7/21/2023: JBC continued lime treatment of subgrade on CR 307. Pipe crews excavated and began installing the 24-inch pipe under the roadway.

7/28/2023: JBC began hauling in and processing flexible base on CR 307. JBC began excavating and installing the drainage pipe for driveways along CR 307 and installing the remaining drainage structures at various culverts.



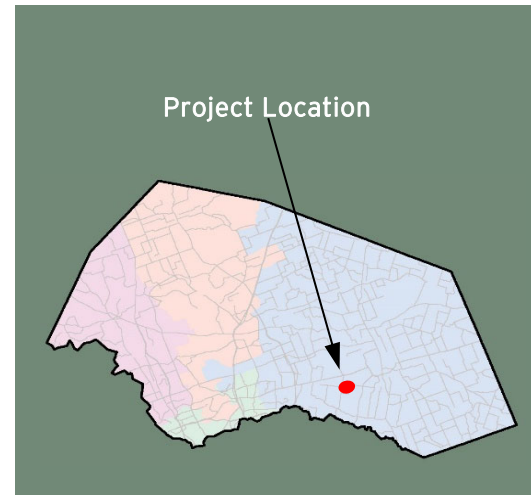
**Design Engineer: K.C. Engineering
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB**

**Williamson County
Road Bond Program**

CR 307 and CR 305
Project No. 23IFB34

Original Contract Price = \$2,796,832.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/22/2023	3/7/2023	4/7/2023	4/17/2023			120		120	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/1/2023	4/30/2023	13	\$105,372.90	\$105,372.90	\$11,708.10	\$11,708.10	4	11
2	5/1/2023	5/31/2023	31	\$78,480.00	\$183,852.90	\$8,720.00	\$20,428.10	7	37
3	6/1/2023	6/30/2023	30	\$319,844.70	\$503,697.60	\$35,538.30	\$55,966.40	20	62
7/31/2023	Comments -	Contractor continued the reconstruction of the eastern half of CR 307. The Contractor finished the lime stabilization of the subgrade and placed flex base.							
						Adjusted Price = \$2,796,832.80			



Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)

Project Length: 0.942 Miles
Roadway Classification: Urban Major Collector

Project Schedule: Spring 2023 - Summer 2024
Estimated Construction Cost: \$5.1 Million



JULY 2023 IN REVIEW

7/7/2023: Capital Excavation completed processing lime slurry on the west end to the middle of the project. Capital began processing embankment.

7/14/2023: Capital continued processing embankment and flexible base.

7/21/2023: Capital continued processing flexible base throughout the project.

7/28/2023: Capital continued processing flexible base on the west end of the project. Dirt crews completed the select embankment fill in the middle section of the project. Concrete crews formed and poured concrete for the safety end treatments at driveways 2-5.



Design Engineer: RPS
Contractor: Capital Excavation Company
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)
Project No. 23IFB33

Original Contract Price = \$5,139,487.45

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/15/2023	2/28/2023	4/12/2023	4/24/2023			312		312	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/24/2023	5/31/2023	38	\$427,494.19	\$427,494.19	\$47,499.35	\$47,499.35	9	12
2	6/1/2023	6/30/2023	30	\$521,200.45	\$948,694.64	\$57,911.17	\$105,410.52	21	22
7/31/2023	Comments - Contractor continued processing flexible base and poured concrete for the safety end treatments throughout the project.								
						Adjusted Price = \$5,139,487.45			

Commissioners Court - Regular Session**42.****Meeting Date:** 08/15/2023

RFSQ #23RFSQ53 for Development of Schematics and Possible Design of Corridor A2

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 RFSQ #23RFSQ53 Engineering Services for Development of Schematics and Possible Design of Corridor A2 from FM 3349 to SH 95 to LJA Engineering in the not-to-exceed amount of One-Million, Seven Hundred Thousand Dollars, \$1,700,000.00 and authorizing execution of the contract. Funding source is P628.

Background

Williamson County sent out over 5,400 notifications with ten (10) engineering firms submitting qualifications for providing engineering services to assist Williamson County staff in the development of schematics and possible design of Corridor A2 from FM 3349 to SH 95. LJA is recommended for award based on their qualifications for the scope of work. The funding source is P628. The point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Recommendation Letter

Scoresheet-redacted

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 08/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/09/2023 11:51 AM

08/09/2023 12:45 PM

Started On: 08/01/2023 10:25 AM

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one-million seven hundred thousand Dollars (\$1,700,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does

not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

LJA Engineering, Inc.
Attn:Derek Bohls, P.E.
2700 La Frontera Blvd. Suite 150
Round Rock, TX 78681

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's

Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX. 78626

With copy to:

Williamson County Auditor's Office
Attn: Contracts Auditor
901 South Austin Avenue
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

and to:

Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Engineer: LJA Engineering, Inc.
Derek Bohls, PE
2700 La Frontera Blvd. Suite 150
Round Rock, TX 78681

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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 County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____, 20____

ENGINEER

_LJA Engineering, Inc.

By _____

Printed Name: _Derek Bohls, PE_

Title: Vice President

Date: July 26, 2023

APPROVED

By Christen Eschberger at 11:09 am, Jul 28, 2023

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

LJA Engineering, Inc.

Name of Firm



Signature of Certifying Official

Derek Bohls, PE

Printed Name of Certifying Official

Vice President

Title of Certifying Official

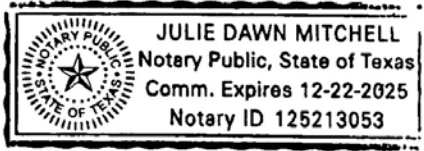
July 26, 2023

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Derek Bohls
the Vice President of LA Engineering, on behalf of
said firm.



Julie Mitchell
Notary Public in and for the
State of Texas

My commission expires: 12-22-2025

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Corridor A2 from FM 3349 to SH 95** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Williamson County, Texas

By: _____

By: _____

Signature

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D - Rate Schedule

2023 LJA ENGINEERING RATES	
Postion	Rate (\$/hr)
Project Principal	\$290.00
Senior Project Manager	\$270.00
Project Manager	\$250.00
Quality Manager	\$240.00
Senior Engineer (15+ yrs)	\$235.00
Project Engineer (10-15 yrs)	\$190.00
Design Engineer (5-10 yrs)	\$170.00
Graduate Engineer	\$145.00
Senior Designer	\$155.00
Designer	\$120.00
Engineer-in-Training	\$145.00
Senior Structural Engineer	\$235.00
Structural Engineer	\$210.00
Senior Engineering Technician	\$155.00
Senior CADD Operator	\$140.00
CADD Technician	\$110.00
Project Representative	\$130.00
Utility Coordinator	\$140.00
Senior Utility Coordinator	\$170.00
GIS Analyst/Cartography	\$140.00
GIS Technician	\$125.00
Admin	\$85.00

IEA, Inc. 13809 Research Blvd. Suite 812 Austin, TX 78750	
Submitted to: Williamson County REQUEST FOR TITLE AND HOURLY RATE APPROVAL FORM Submitted July 24, 2023	
Titles / Minimum Experience	Loaded Hourly Rate
Administrative Specialist I (4-8 yrs)	\$ 98.96
Administrative Specialist II (8-12 yrs)	\$ 120.26
Administrative Supervisor II (8-12 yrs)	\$ 129.37
CADD Technician III (10-15 yrs)	\$ 138.72
Supervisory CADD III (12-15 yrs)	\$ 145.44
Supervisory CADD IV (15-20 yrs)	\$ 168.05
Engineering Technician I (1-5 yrs)	\$ 89.52
Engineering Technician II (5-10 yrs)	\$ 109.28
Engineering Technician III (10-15 yrs)	\$ 138.72
Engineering Associate I (0-5 yrs)	\$ 109.04
Engineering Associate II (5-10 yrs)	\$ 116.27
Engineer in Training I (0-5 yrs)	\$ 111.97
Engineer in Training II (5-10 yrs)	\$ 124.17
Professional Engineer I (4-8 yrs)	\$ 148.95
Professional Engineer II (8 -10 yrs)	\$ 169.38
Professional Engineer III (10-15 yrs)	\$ 199.79
Professional Engineer IV (15-20 yrs)	\$ 234.87
Professional Engineer V (20-25 yrs)	\$ 283.23
Professional Engineer VI (25+ yrs)	\$ 317.76
Supervisory Engineer II (10-12 yrs)	\$ 253.14
Supervisory Engineer III (12-15 yrs)	\$ 272.36
Supervisory Engineer IV (15-20 yrs)	\$ 290.52
Managing Engineer III (12-15 yrs)	\$ 287.49
Managing Engineer IV (15-20 yrs)	\$ 313.91
Managing Engineer V (20-25 yrs)	\$ 334.40

SWCA Labor Categories and Billing Rates 2023

Labor Categories	Rates
Subject Matter Expert IV	\$ 279.00
Subject Matter Expert III	\$ 255.00
Subject Matter Expert II	\$ 230.00
Subject Matter Expert I	\$ 219.00
Specialist XII	\$ 215.00
Specialist XI	\$ 197.00
Specialist X	\$ 180.00
Specialist IX	\$ 161.00
Specialist VIII	\$ 150.00
Specialist VII	\$ 140.00
Specialist VI	\$ 130.00
Specialist V	\$ 117.00
Specialist IV	\$ 107.00
Specialist III	\$ 97.00
Specialist II	\$ 85.00
Specialist I	\$ 72.00
Technician II	\$ 60.00



Survey Standard Rates

1/01/2023 - 12/31/2023

Description	Rate	Units
Office and Field Staff Rates		
Survey Division Manager	\$ 260.00	HR
Survey Director	\$ 229.00	HR
Survey Project Manager IV	\$ 215.00	HR
Survey Project Manager III	\$ 205.00	HR
Survey Project Manager II	\$ 190.00	HR
Survey Project Manager I	\$ 177.00	HR
Surveyor II	\$ 162.00	HR
Surveyor I	\$ 152.00	HR
CADD Manager	\$ 165.00	HR
Senior CAD Technician	\$ 149.00	HR
CAD Technician IV	\$ 129.00	HR
CAD Technician III	\$ 117.00	HR
CAD Technician II	\$ 112.00	HR
CAD Technician I	\$ 104.00	HR
Survey Field Technician	\$ 90.00	HR
2-Person Survey Crew	\$ 215.00	HR
1-Person Survey Crew	\$ 130.00	HR
2-Person Survey Crew Travel Rate (Transit Time)	\$ 95.00	HR
2-Person Survey Crew Travel Rate (Transit Time)	\$ 160.00	HR
Abstactor	\$ 116.00	HR
Administrative Assistant	\$ 93.00	HR
Materials and Equipment Reimbursable Expenses		
Mileage Survey Vehicle (4x4 Truck)	IRS RATE	MI
LiDAR Equipment (UAS, Drone, etc)	\$ 155.00	DAY
Mobile/Terrestrial Laser Scanner (Ground or Vehicle Mounted)	\$ 105.00	DAY
Survey Materials & Supplies	At-Cost (no markup)	
Plotting, Printing, Binding Materials	At-Cost (no markup)	
Overnight and Courier Fees - Invoice Actual Cost	At-Cost (no markup)	

EXHIBIT D - RATE SCHEDULE

2023 LJA ENGINEERING OVERHEAD DIRECT EXPENSES		
Photocopies B/W (11" X 17")	each	\$0.25
Photocopies B/W (8 1/2" X 11")	each	\$0.15
Photocopies Color (11" X 17")	each	\$1.50
Photocopies Color (8 1/2" X 11")	each	\$1.00
Digital Ortho Plotting	sheet	\$3.00
Plots (B/W on Bond)	per sq. ft.	\$2.00
Plots (Color on Bond)	per sq. ft.	\$5.00
Plots (Color on Photographic Paper)	per sq. ft.	\$6.00
Color Graphics on Foam Board	square foot	\$20.00

EXHIBIT E

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE



July 18, 2023

Ms. Joy Simonton
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 23RFSQ53 Engineering Services for Corridor A2 from FM 3349 to SH 95

Dear Ms. Simonton:

Based on the attached supporting documentation, the Engineering Services for Corridor A2 from FM 3349 to SH 95 Selection Committee recommends the selection of LJA Engineering, Inc. which was the top ranked firm from the evaluation process.

Ten firms were evaluated on July 17, 2023 by the following Selection Committee:

Russ Boles, Commissioner Precinct 4
Robert B. Daigh, P.E., Senior Director of Infrastructure
Kon Kwan, Supervising Engineer

Please feel free to contact me if you have any questions.

Sincerely,

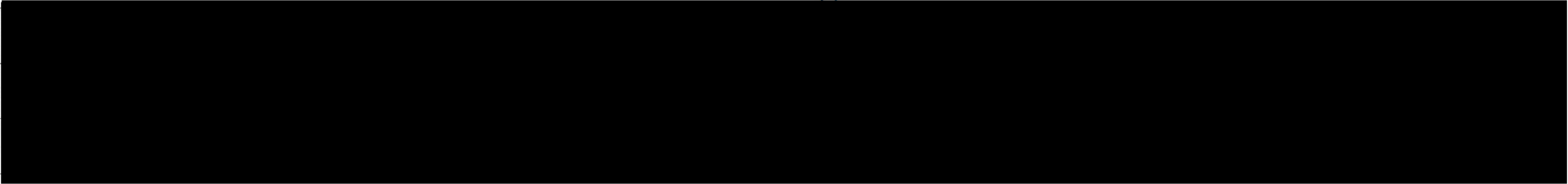
Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

EVALUATION - Corridor A2 from FM 3349 to SH 95
23RFSQ53
DATE: 07.17.2023

10 Firms

Evaluation Criteria	Maximum Score Points	Alliance Transportation	American Structurepoint	DE Corp	Halff Assoc	Huitt-Zollars	LJA	JMT	Kimley-Horn	RPS	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/ Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	40	35	40	25	35	45	35	35	40	40
Individuals on Project Team's Experience/Qualifications with roadway planning and design	50	35	35	35	25	35	35	35	35	35	35
Individuals on Project Team's Experience/Qualifications providing drainage, planning and drainage conveyance design services	50	30	35	30	30	35	30	35	30	35	30
Individuals on Project Team's Experience/Qualifications providing structures planning/ design	50	35	35	35	35	35	35	35	35	35	35
Individuals on Project Team's Experience/Qualifications providing environmental clearance for roadway projects in central Texas	50	25	25	35	35	25	35	35	35	35	25
Availability of PM and relevant staff and previous performance on Williamson County Projects	50	30	30	30	10	20	40	30	30	30	30
Understanding of the Project	50	30	30	30	5	30	35	25	30	30	30
TOTAL	350	225	225	235	165	215	255	230	230	240	225



Commissioners Court - Regular Session**43.****Meeting Date:** 08/15/2023

LTP Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a LTP transfer per HNTB, to close P601 (FM 973 Corridor Planning) and move \$2,000,000 to P628 (Corridor A2 FM 3349 to SH 95) and \$767,647.70 to P629 (Corridor K SH 195 from IH-35 to Corridor E). Also, to transfer 2,000,000 from P459 (Corridor C) to P629 (Corridor K SH 195 from IH-35 to Corridor E).

Background

This transfer is necessary to close P601 (FM 973 Corridor Planning) and create P628 (Corridor A2 FM 3349 to SH 95) and P629 (Corridor K SH 195 from IH-35 to Corridor E). Please see the attached memo for further information.

Fiscal Impact

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

Attachments

LTP Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/09/2023

Reviewed By

Becky Pruitt

Date

08/09/2023 03:57 PM

Started On: 08/09/2023 01:40 PM

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



August 7, 2023

Re: FY 2023 Transportation Corridor Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment for the Long-Range Transportation Plan Projects:

- Move \$2,000,000.00 from P601 FM 973 Corridor Planning to a new P# for Corridor A2 from FM 3349 to SH 95;
- Close P601 FM 973 Corridor Planning and move remaining amount to new P# for Corridor K (SH 195) from IH-35 to Corridor E;
- Move \$2,000,000.00 from LTP P459 Corridor C (SH 29 Bypass) to a new P# for Corridor K (SH 195) from IH-35 to Corridor E.

If you have any questions, please let me know.

Thank you.

A handwritten signature in blue ink that reads "Christen Eschberger".

Christen Eschberger, P.E.

Cc: Julie Kiley, Williamson County Auditor's Office
Pam Navarrette, 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**44.****Meeting Date:** 08/15/2023

Bagdad Rd. Letter Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a letter agreement with the SCR Property Owners Association for 252 square feet of right of way needed on the Bagdad Rd. project (Parcel 43). Funding Source: Road Bond P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Charlie Crossfield (Originator)

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Charlie Crossfield

Becky Pruitt

Date

08/09/2023 03:53 PM

08/10/2023 01:53 PM

08/10/2023 01:55 PM

Started On: 08/09/2023 03:25 PM

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8740 (D) • fax 512-255-8986

adam@scrclaw.com

August 1, 2023

Via e-mail scrpoaboard@gmail.com

Scott Desbles

SCR Property Owners Association, Inc.

PO Box 371

Liberty Hill, Texas

Re: Williamson County — CR279 Improvements
Parcel 43

Dear Mr. Desbles:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a real property interest by Williamson County, Texas ("County") via correction instrument of the property owned by SCR Property Owner Association, Inc. ("Owner") as part of the County's proposed roadway improvements ("Project").

By execution of this letter, the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged Correction Instrument and Deed with such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the total sum of \$1,000.00 in cash or other good funds ("Purchase Price").

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at another date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a title insurance policy, with standard printed exceptions, to County in completing this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent, or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after September 1, 2023, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed wastewater facility improvement construction project of County.

To the extent allowed by law County, its agents, and contractors agree to release, indemnify and otherwise hold Owner harmless from any damages or other losses to Owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the correction instrument is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



Adam H. Hill
Sheets & Crossfield, PLLC

[signature pages follow]

EXHIBIT A
PROPERTY DESCRIPTION

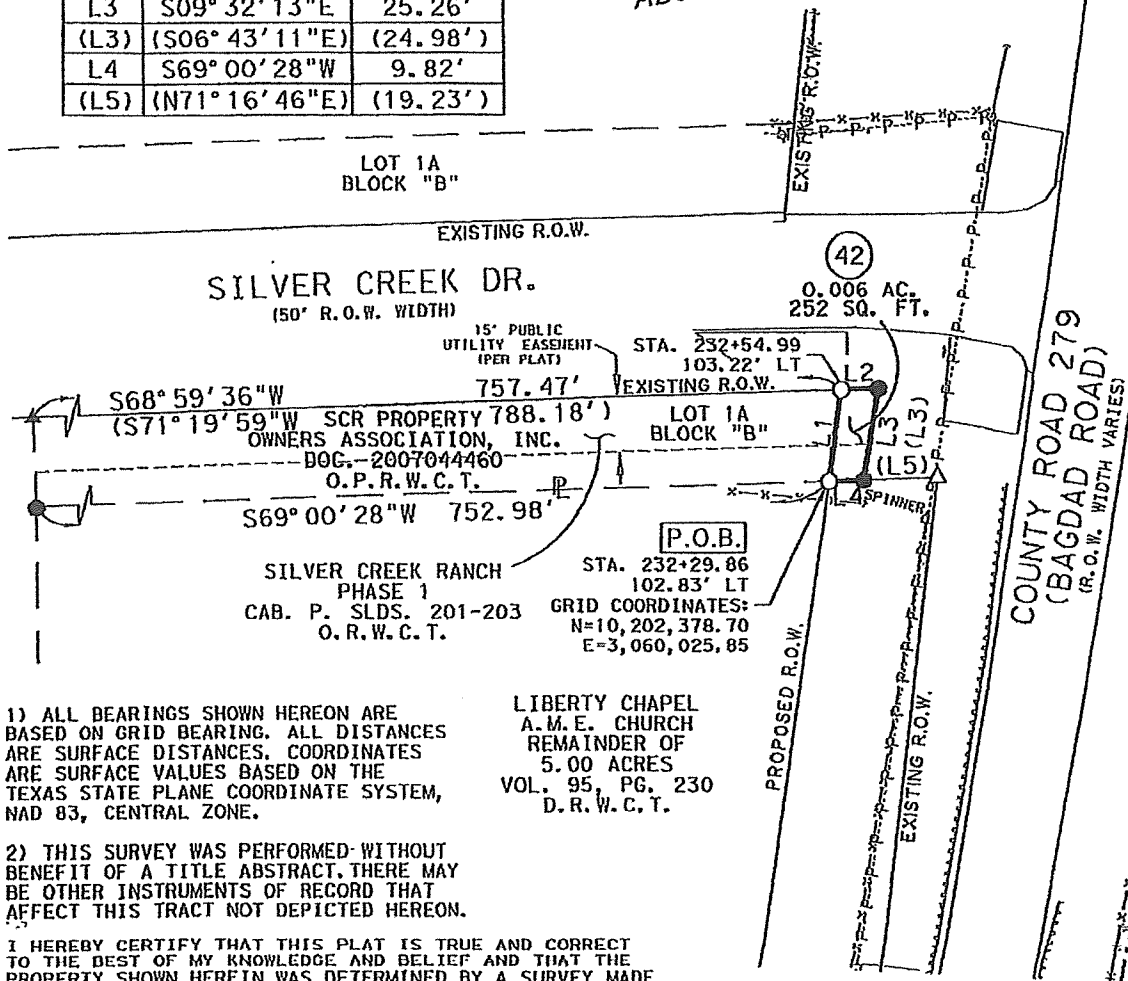
EXHIBIT " "

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
Δ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "WILLIAMSON COUNTY" SET	O.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
P PROPERTY LINE	WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L1	N11° 05' 58"W	25.13'
L2	N68° 59' 36"E	10.52'
L3	S09° 32' 13"E	25.26'
(L3)	(S06° 43' 11"E)	(24.98')
L4	S69° 00' 28"W	9.82'
(L5)	(N71° 16' 46"E)	(19.23')

JOSEPH LEE SURVEY
ABSTRACT NO. 393

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.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

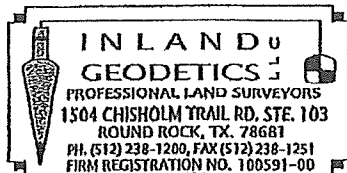
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

DATE

PRELIMINARY
This document shall not be
recorded for any purpose.

08/23/2021



PARCEL PLAT SHOWING PROPERTY OF
**SCR PROPERTY OWNERS
ASSOCIATION, INC.**

SCALE
1" = 50'

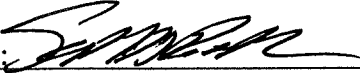
PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PARCEL 42
0.006 ACRES
252 Sq. Ft.

PAGE 2 OF 2

AGREED:

By: 
SCR Property Owners Association, Inc.

Its: PRESIDENT

Date: 8/4/2023

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

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 **SCR PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation**, 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 0.006-acre (252 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 43**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

SCR Property Owners Association, Inc.

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:

County: Williamson
 Parcel: 42- SCE Property Owners Association, Inc.
 Highway: Bagdad Rd (CR 279)

EXHIBIT A
 PROPERTY DESCRIPTION

DESCRIPTION OF A 0.006 ACRE (252 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "B", SILVER CREEK RANCH PHASE 1, A SUBDIVISION OF RECORD IN CABINET P, SLIDES 201-203 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CITED IN DEED WITHOUT WARRANTY TO SCR PROPERTY OWNERS ASSOCIATION, INC. RECORDED IN DOCUMENT NO. 2007044460 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.006 ACRE (252 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 102.83 feet left of Bagdad Road Baseline Station 232+29.86 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,202,378.70 E=3,060,025.85), being the northerly boundary line of the remainder of that called 5.00 acre tract of land described in a Deed to Liberty Chapel A.M.E. Church recorded in Volume 95, Page 230 of the Deed Records of Williamson County, Texas, same being the southerly boundary line of said Lot 1A, for the southwesterly corner and POINT OF BEGINNING of the herein described parcel and from which a 1/2" iron rod found being the northwesterly corner of the remainder of said 5.00 acre tract, same being the southwesterly corner of said Lot 1A bears S 69°00'28" W at a distance of 752.98 feet;

- 1) THENCE, departing the remainder of said 5.00 acre tract, with said proposed westerly ROW line, through the interior of said Lot 1A, N 11°05'58" W for a distance of 25.13 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 103.22 feet left of Bagdad Road Baseline Station 232+54.99, in the existing southerly ROW line of Silver Creek Drive, (50' ROW width), being the northerly boundary line of said Lot 1A, for the northwesterly corner of the herein described parcel and from which a 60D Nail found, being the northwesterly corner of said Lot 1A, same being the southerly existing ROW line of said Silver Creek Drive bears S 68°59'36" W at a distance of 757.47 feet;
- 2) THENCE, departing said proposed ROW line, with the northerly boundary line of said Lot 1A, same being said existing southerly ROW line, N 68°59'36" E for a distance of 10.52 feet to a 1/2" iron rod found, being the northeasterly corner of said Lot 1A, also being the existing westerly ROW line of Bagdad Road County Road (C.R.) 279 (variable width ROW), for the northeasterly corner of the herein described parcel;
- 3) THENCE, departing said Silver Creek Drive, with the easterly boundary line of said Lot 1A, same being said westerly ROW line of C.R. 279, S 09°32'13" E for a distance of 25.26 feet to a 1/2" iron rod found, being an ell corner in said westerly ROW line, same being the northerly boundary line of the remainder of said 5.00 acre tract, for the southeasterly corner of said Lot 1A, and of the herein described parcel;
- 4) THENCE, departing said existing ROW line, with the common boundary line of the remainder of said 5.00 acre tract and said Lot 1A, S 69°00'28" W for a distance of 9.82 feet to the POINT OF BEGINNING, containing 0.006 acres (252 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
 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 78001

PRELIMINARY
 Date: _____
 This document shall not be
 recorded for any purpose.

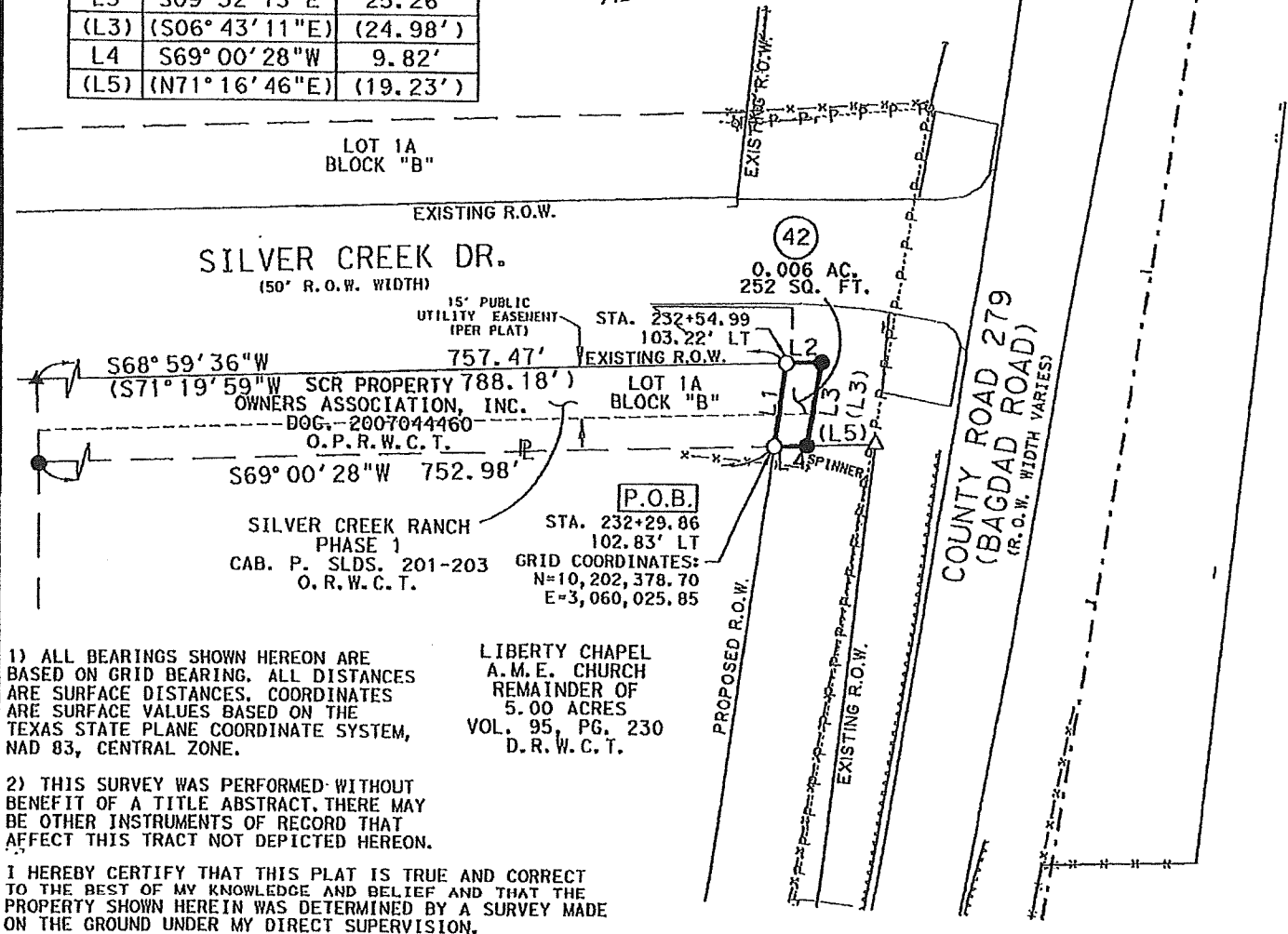
LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "WILLIAMSON COUNTY" SET	O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
(UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS
ℙ PROPERTY LINE	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L1	N11° 05' 58" W	25.13'
L2	N68° 59' 36" E	10.52'
L3	S09° 32' 13" E	25.26'
(L3)	(S06° 43' 11" E)	(24.98')
L4	S69° 00' 28" W	9.82'
(L5)	(N71° 16' 46" E)	(19.23')

JOSEPH LEE SURVEY
ABSTRACT NO. 393



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.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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.

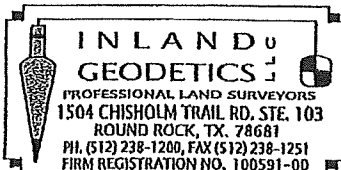
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

DATE

PRELIMINARY

This document shall not be
recorded for any purpose.

08/23/2021



PARCEL PLAT SHOWING PROPERTY OF

SCR PROPERTY OWNERS
ASSOCIATION, INC.

SCALE
1" = 50'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PARCEL 42
0.006 ACRES
252 Sq. Ft.

PAGE 2 OF 2

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SCR Property Owner Association, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► Nonprofit Corporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 371	Requester's name and address (optional)
6 City, state, and ZIP code Liberty Hill, TX 78642-0371		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
2	7		-	0	8	7	4	7	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► 

Date ► 8/4/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Commissioners Court - Regular Session**45.****Meeting Date:** 08/15/2023

Ronald Reagan Widening Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a purchase contract with Rio Ranch Texas, LLC for 0.534 acres (Block A Lot 16) needed as right of way on the Ronald Reagan Widening project (Parcel 16). Funding Source: Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:00 AM

Started On: 08/09/2023 03:30 PM

REAL ESTATE CONTRACT
Ronald Reagan Widening Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RIO RANCH TEXAS LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Lot 16, Block A, RIO RANCH, a subdivision in the City Liberty Hill, Williamson County, Texas, according to the map or plat of record in Document Number 2022130163 of the Official Public Records of Williamson County, Texas (**Parcel 16**);

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 Property interests described herein, any improvements on the Property, and any cost of cure or damage to the remaining property of Seller, shall be the sum of ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED and 00/100 Dollars (\$108,500.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. Potential Driveway Location. By execution of this Agreement, Purchaser acknowledges that the remaining property of Seller (the "*Seller's Other Property*") is subject to driveway location spacing and sight distance analysis under current Williamson County access management rules (the "*Access Rules*"). Any driveway permit sought by Seller for access to Seller's Other Property to Ronald Reagan Boulevard shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane. If and when Ronald Reagan is expanded to four (4) lanes, *but not before*, any driveway for the benefit of Seller's Other Property shall be restricted to right turn in/right turn out. (the "*Right Turn Requirements*"). For the avoidance of doubt, the Right Turn Requirements shall *only* be a condition for a driveway permit to service Seller's Other Property if such permit application is submitted after the completion of SB Ronald Reagan as depicted on Exhibit A (the "*Ronald Reagan Expansion*") with any application for driveway permit before the Ronald Reagan Expansion not being subject to the Right Turn Requirements for initial installation, but in any event shall otherwise become subject to the Right Turn Requirements upon construction of the Ronald Reagan Expansion.

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 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, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title

exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted at the sole cost and expense of Purchaser.
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable at the sole cost and expense of Purchaser; 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 any and all endorsements 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 \$5,000 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.

8.08. Intentionally omitted.

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 Ronald Reagan Widening 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:

Rio Ranch Texas LLC, a Texas limited liability company

By: Texas IRAJ LLC, a Texas limited liability company,
its Managing Member

By:	<u>G. Mallik</u>
Name:	<u>Mallik Gilakattula</u>
Its:	<u>Manager</u>

Date: Aug 8, 2023

Address: 3220 Prentiss Lane, Leander, TX, 78641

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

pcycolor_ANSIB.tbl
cyppdf_ANSIB_Aerials.plt
pw:\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.60 Exhibits\1900559_RDpp24.dgn

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[illegible]

EXHIBIT "B" TO RIGHT OF WAY CONTRACT

Parcel 16

DEED

Lot 16 Block A -Ronald Reagan Boulevard

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 **Rio Ranch Texas LLC**, hereinafter referred to as Grantor, whether one or more, for good and valuable consideration to Grantor, including the acceptance by Grantee of those certain reservations from and exceptions to conveyance and warranty and in consideration of the sum of Ten Dollars (\$10.00), 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"):

Lot 16, Block A, Rio Ranch, City of Liberty Hill, Williamson County, Texas according to the map or plat thereof recorded in Clerk's File No. 2022130163 in the Official Public Records of Williamson County, Texas.

Said Property depicted in the sketch attached hereto as "Exhibit A".

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: 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 Ronald Reagan Boulevard.

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.

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.

GRANTOR IS SELLING THE PROPERTY TO GRANTEE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT FOR THE WARRANTIES SET OUT IN THIS DEED. GRANTEE IS ACQUIRING THE PROPERTY BASED UPON ITS OWN STUDIES AND CONCLUSIONS, AND NOT BASED UPON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES CONCERNING THE PROPERTY, INCLUDING THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, GRANTOR MAKES NO WARRANTIES REGARDING ENDANGERED SPECIES OR ENVIRONMENTAL CONDITIONS. GRANTEE AGREES THAT THIS PROVISION IS A MATERIAL PORTION OF THE CONSIDERATION FOR GRANTEE'S PURCHASE, AND ACKNOWLEDGES THAT GRANTOR WOULD NOT AGREE TO SELL THE PROPERTY TO GRANTEE ON ANY OTHER BASIS.

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]

Rio Ranch Texas LLC, a Texas limited liability company

By: Texas IRAJ LLC, a Texas limited liability company,
its Managing Member

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____, _____ of Texas IRAJ LLC, a Texas limited liability company, Managing Member of Rio Ranch Texas LLC, a Texas limited liability company, on behalf of said limited liability companies in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

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

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

Exhibit A

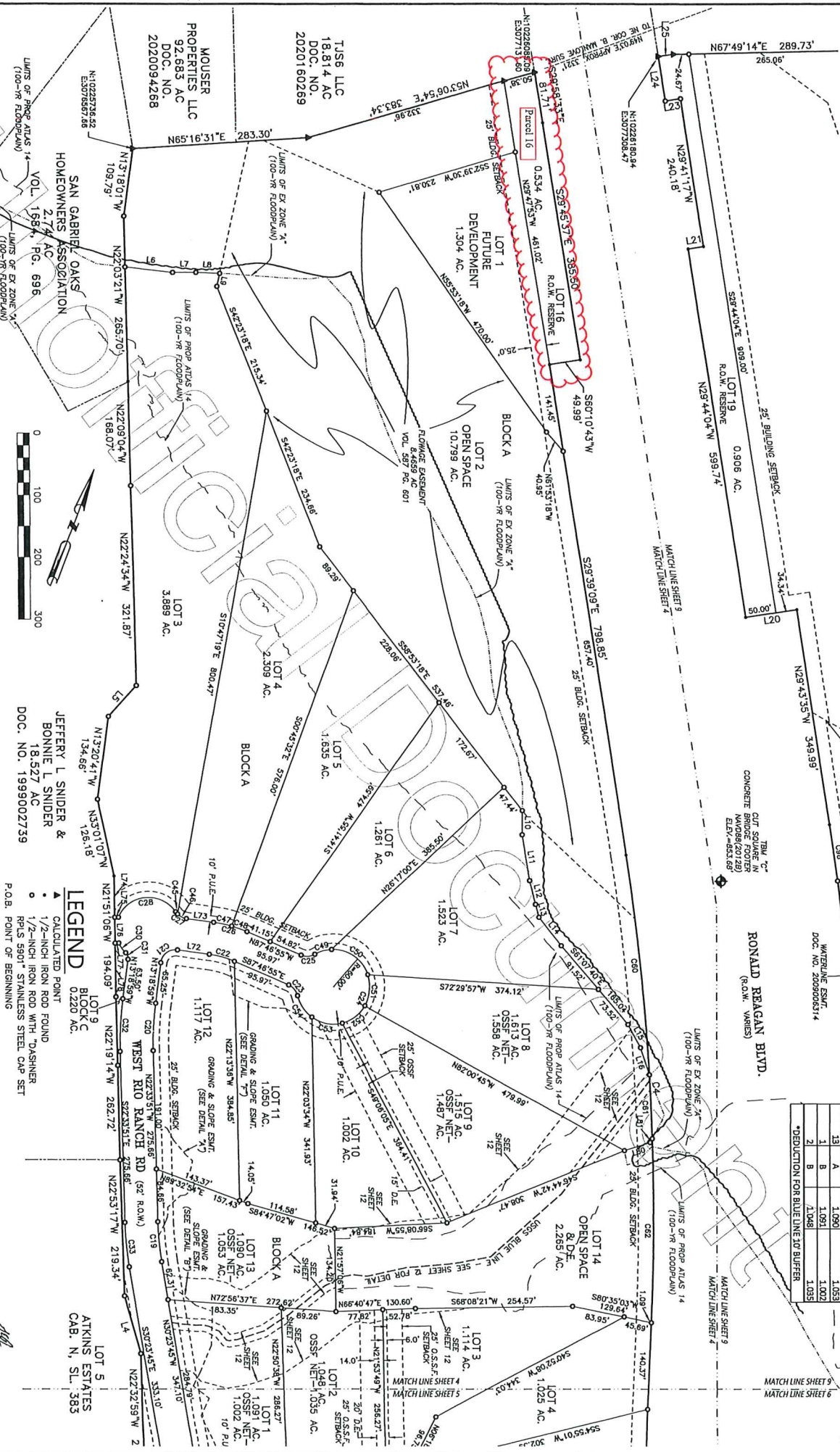
Sketch of Property

[to be inserted]

Doc # 2022130163

RIO RANCH 226.102 ACRES OUT OF THE B. MANLOVE SURVEY ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS.

O.S.S.F. NET AVERAGE			
LOT	BLK	TOT AREA	NET AREA
8	A	1.63	1.58
9	A	1.515	1.487
13	A	1.090	1.063
1	B	1.091	1.007
2	B	1.048	1.035
* DEDUCTION FOR BLUE LINE 10' BUFFER			



- LEGEND**
- ▲ CALCULATED POINT
 - 1/2-INCH IRON ROD FOUND
 - 1/2-INCH IRON ROD WITH "DASHNER"
 - RPLS 590" STAINLESS STEEL CAP SET
 - P.O.B. POINT OF BEGINNING

OWNER: RIO RANCH TRACTS, LLC

REVIEWED: 10/26/2022

4 of 12

EXHIBIT "A" TO RIGHT OF WAY DEED

Commissioners Court - Regular Session**46.****Meeting Date:** 08/15/2023

TXDOT Resolution FM 3405 at Ronald Reagan

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Resolution with TxDOT for a locally funded Improvement Project (on-system) which will allow for the design and construction of intersection and operational improvements including the addition of a traffic signal at FM 3405 and Ronald Reagan Blvd and additional pavement of approximately 465' for right turn lanes on FM 3405 both EB & WB to Ronald Reagan Blvd, in Williamson County, Texas. Funding Source: Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:02 AM

Started On: 08/09/2023 04:05 PM

Commissioners Court - Regular Session**47.****Meeting Date:** 08/15/2023

TXDOT LOSA for FM 3405 at Ronald Reagan

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 Local On-System Agreement (LOSA) with TxDOT for a locally funded Improvement Project which will allow for the design and construction of intersection and operational improvements including the addition of a traffic signal at FM 3405 and Ronald Reagan Blvd and additional pavement of approximately 465' for right turn lanes on FM 3405 both EB & WB to Ronald Reagan Blvd, in Williamson County, Texas. Funding Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LOSA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:04 AM

Started On: 08/09/2023 04:11 PM

CSJ #	1755-03-011
District #	14
Code Chart 64 #	50246
Project Name	FM 3405 At Ronald Reagan Blvd

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT **For A** **LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

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

WITNESSETH

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **mm/dd/yyyy**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Period of the Agreement

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

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2. **Scope of Work**

The Project consists of design and construction of intersection and operational improvements including the addition of a traffic signal at FM 3405 and Ronald Reagan Blvd and additional pavement of approximately 465' for right turn lanes on FM 3405 both EB & WB to Ronald Reagan Blvd, in Williamson County, Texas, as shown on Attachment B.

3. **Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the

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Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

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

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.

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- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure

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that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

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

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

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

15. Legal Construction

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

16. Responsibilities of the Parties

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

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Project Name	FM 3405 At Ronald Reagan Blvd

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

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

19. Sole Agreement

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

20. Inspection of Books and Records

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

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

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Project Name	FM 3405 At Ronald Reagan Blvd

23. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Bill Gravell, Jr.

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

County Judge

Typed or Printed Title

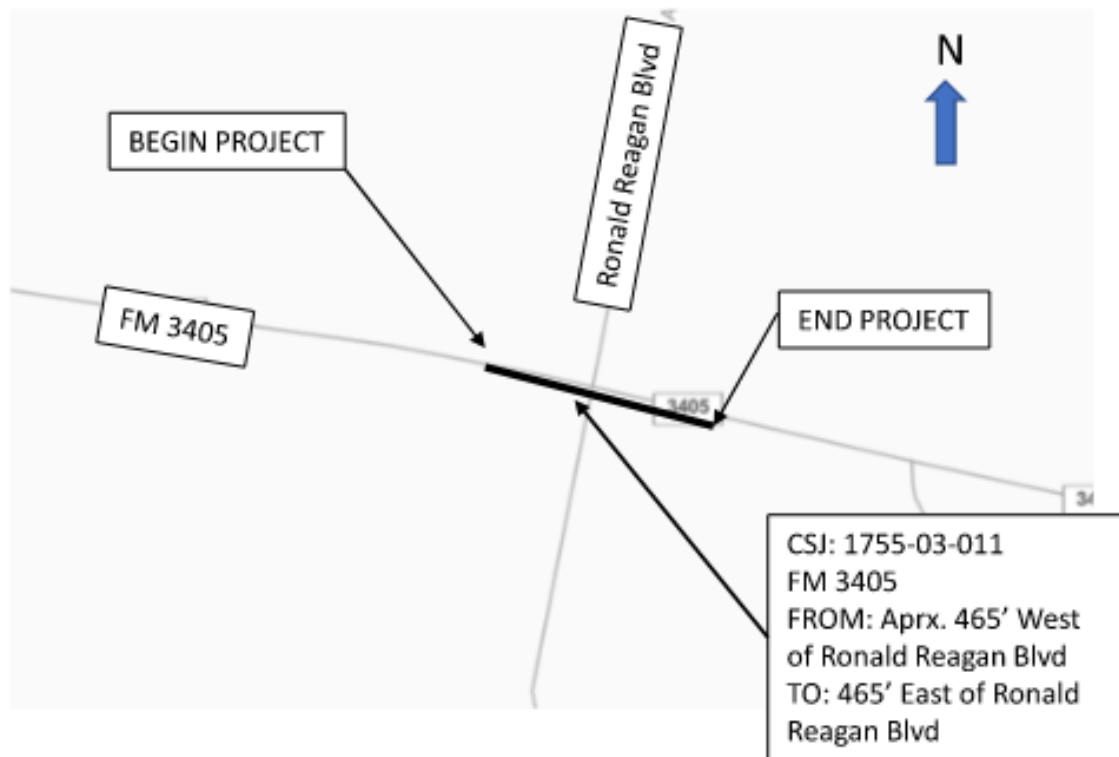
Typed or Printed Title

Date

Date

CSJ #	1755-03-011
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ATTACHMENT B PROJECT LOCATION MAP



CSJ #	1755-03-011
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ATTACHMENT C
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$15,000	
Right of Way	\$0	
Engineering	\$51,000	
Utility Work	\$ 5,000	
Construction	\$510,000	
Subtotal for Project Phases		\$581,000
DIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$2,905	
Right of Way	\$726	
Engineering	\$4,358	
Utility Work	\$726	
Construction	\$20,335	
Subtotal for Direct State Costs		\$29,050
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs 4.73%		\$27,481
TOTAL ESTIMATED COST OF PROJECT		\$637,531

\$0.00	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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Commissioners Court - Regular Session**48.****Meeting Date:** 08/15/2023

CR 255 Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.146 acres) required for the construction of CR 255. (Big Oaks Village LLC/ Parcel 20) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:05 AM

Started On: 08/09/2023 04:27 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.146 acres (Parcel 20) described by metes and bounds in Exhibit "A" owned by **BIG OAKS VILLAGE LLC** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**1.146 ACRE RIGHT-OF-WAY PARCEL NO. 20
BIG OAKS VILLAGE, LLC
PORTION OF A CALLED 4.795 TRACT
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 1.146 ACRES (APPROXIMATELY 49,926 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 4.795 ACRE TRACT OF LAND CONVEYED TO BIG OAKS VILLAGE, LLC, DATED MARCH 16, 2021, FILED OF RECORD IN DOCUMENT NUMBER 2012091560, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.146 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southeast corner of the herein described tract, the Southeast corner of said Big Oaks Village, LLC tract, and the Northeast corner of that certain called 4.781 acre tract as described in the deed conveyed to Harry P. Nanos and Cheryl L. Nanos, filed of record in Document Number 2012091560, a ½ inch pipe found in the West right of way line of County Road 255 (variable width right-of-way);

THENCE South 71°24'56" West with the South line of said called 4.795 acre tract and the North line of said Nanos tract a distance of 177.15 feet to the Southwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE North 20°00'46" West across said called 4.795 acre tract a distance of 284.48 feet to the Northwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE North 71°23'18" East across said called 4.795 acre tract a distance of 173.90 feet to the Northeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the West line of said County Road 255;

THENCE South 20°40'02" East with the East line of said called 4.795 acre tract and the West line of said County Road 255 a distance of 284.67 feet to the **POINT OF BEGINNING**, having an area 1.146 acres more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 20.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

I Hereby certify that the hereon map and description was performed under my direct supervision.

Charles G. Walker Date: March, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.146 ACRES (APPROXIMATELY 49,926 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO BIG OAKS VILLAGE, LLC, IN A DEED DATED MARCH 16, 2021 AND RECORDED IN DOCUMENT NO. 2021037142 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	S 20°40'02" E	284.67'
L2	S 71°24'56" W	177.15'
L3	N 20°00'46" W	284.48'
L4	N 71°23'18" E	173.90'

LEGEND



5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP
MARKED "WILLIAMSON COUNTY"



Iron Pipe Found (UNLESS NOTED OTHERWISE)



CALCULATED POINT

P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

—X— FENCE LINE

() RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: March , 2023
DRAWING NO.: 075029-02-PARCEL 20
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 OF 4



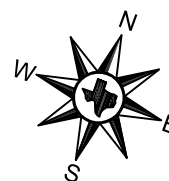
"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

DANIEL MOUNTAIN ROAD

PT# 2102
N:10,242,099.88
E:3,076,528.04

PT# 2103
N:10,241,777.08
E:3,076,460.60

PT# 2104
N:10,242,044.39
E:3,076,363.24



SCALE 1"=100'

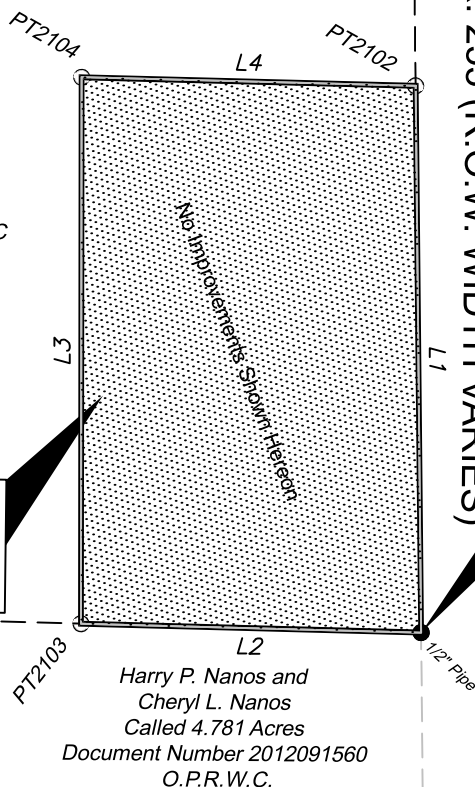
Tanya and Joseph Blanco
Called 15.00 Acres
Document Number 2020105303
O.P.R.W.C.

C.R. 255 (R.O.W. WIDTH VARIES)

PROPOSED R.O.W. LINE

BIG OAKS VILLAGE, LLC
Called 4.795 Acres
Doc. No.: 2021037142
O.P.R.W.C.

PARCEL 20
1.146 ACRES
APPROX.
49,926 SQ. FT.



P.O.B.

LINE	BEARING	DISTANCE
L1	S 20°40'02" E	284.67'
L2	S 71°24'56" W	177.15'
L3	N 20°00'46" W	284.48'
L4	N 71°23'18" E	173.90'

ALL BEARINGS, DISTANCES,
COORDINATES AND AREAS ARE BASED
ON THE TEXAS COORDINATE SYSTEM OF
1983 (NAD83), TEXAS CENTRAL ZONE,
BASED ON GPS SOLUTIONS FROM THE
NATIONAL GEODETIC SURVEY (NGS)
ON-LINE POSITIONING USER SERVICE
(OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

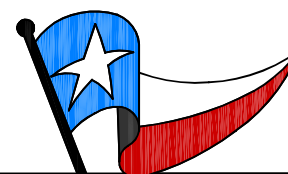
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: March , 2023
DRAWING NO.: 075029-02-PARCEL 20
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4



WILLIAMSON
COUNTY
1848



WALKER
TEXAS SURVEYORS

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT
AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE
EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT
ARE NOT SHOWN HEREON.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND SHALL NOT
BE USED OR VIEWED OR RELIED UPON AS
THE FINAL SURVEY DOCUMENT."

Commissioners Court - Regular Session**49.****Meeting Date:** 08/15/2023

CR 255 Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.594 acres) required for the construction of CR 255. (Benjamin K. Perry/ Parcel 25)

Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:06 AM

Started On: 08/09/2023 04:28 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.594 acres (Parcel 25) described by metes and bounds in Exhibit "A" owned by **BENJAMIN KYLE PERRY** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

Exhibit "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**0.594 ACRE RIGHT-OF-WAY PARCEL NO. 25
BENJAMIN AND NICOLE PERRY
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.594 ACRES (APPROXIMATELY 25,853 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 9.878 ACRE TRACT OF LAND CONVEYED TO BENJAMIN K. AND NICOLE L. PERRY, IN A DEED DATED FEBRUARY 15, 2000 AND RECORDED IN DOCUMENT NO. 2000009193 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.594 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, a ½ inch iron rod with cap marked "Walker 5283" set in the East line of said Perry tract and the West line of said County Road 255 (variable width right-of-way) from which the Northeast corner of said Perry tract, a ½ inch pipe found in the West right of line bears North 19°42'41" East a distance of 40.89 feet;

THENCE South 19°42'41" East with the East line of said Perry tract and the West right-of-way line of said County Road 255 a distance of 235.08 feet to the Southeast corner of the herein described tract from which a ½ inch iron rod found at the Southeast corner of that certain called 9.877 acre tract of land as described in the deed to Louis Laves-Webb filed of record in Document Number 2022012391, Official Public Records, Williamson County, Texas bears South 19°42'41" East a distance of 482.83 feet;

THENCE South 68°46'30" West across said Perry tract a distance of 109.99 feet to the Southwest corner of the herein described tract, a set ½ inch iron rod with cap marked "Walker 5283";

THENCE North 19°43'13" West across said Perry tract a distance of 235.08 feet to the Northwest corner of the herein described tract, a set ½ inch iron rod with cap marked "Walker 5283";

THENCE North 68°46'30" East across said Perry tract a distance of 110.03 feet to the **POINT OF BEGINNING**, containing 0.594 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 25 .

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.594 ACRES (APPROXIMATELY 25,853 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 9.878 ACRE TRACT OF LAND CONVEYED TO BENJAMIN K. AND NICOLE L. PERRY IN A WARRANTY DEED DATED FEBRUARY 15, 2000 AND RECORDED IN DOCUMENT NO. 2000009193 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	S 19°42'41" E	235.08'
L2	S 68°46'30" W	109.99'
L3	N 19°43'13" W	235.08'
L4	N 68°46'30" E	110.03'
L5	S 19°42'41" E	40.89'
L6	S 19°42'41" E	482.83'

LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- _{M-H-S} 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- Δ CALCULATED POINT
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- X— FENCE LINE
- () RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

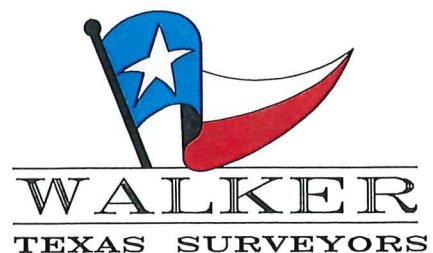
COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER 2022
DRAWING NO.: 0750504-02-PARCEL 25
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 OF 4



"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

PARCEL 25
0.594 ACRES
APPROX.
25,853 SQ. FT.



BENJAMIN K & NICOLE L. PERRY
9.878 AC
(2000009193)
O.P.R.W.C.T.

Louis Laves-Webb
Called 9.877 Acres
Document Number 2022012391
O.P.R.W.C.

C.R. 255 (R.O.W. WIDTH VARIES)

P.O.B.

Lot 4

PT# 2105
N:10,241,439.72
E:3,076,777.07

PT# 2106
N:10,241,218.42
E:3,076,856.36

PT# 2107
N:10,241,178.60
E:3,076,753.83

PT# 2108
N:10,241,399.89
E:3,076,674.50

287.78' (TIE)
NORTH VISTA RANCH, PHASE 1 FINAL PLAT
1.018 ACRES (2020065726) O.P.R.W.C.T.

LOT 2, BLOCK A
NORTH VISTA RANCH, PHASE 1
FINAL PLAT
(2020065726) O.P.R.W.C.T.

LOT 1, BLOCK A
NORTH VISTA RANCH, PHASE 1
FINAL PLAT
BANSAL, YOGESH & PRAGATI
(2021103753)
O.P.R.W.C.T.

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
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WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER 2022
DRAWING NO.: 0750504-02-PARCEL 25
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4

LINE	BEARING	DISTANCE
L1	S 19°42'41" E	235.08'
L2	S 68°46'30" W	109.99'
L3	N 19°43'13" W	235.08'
L4	N 68°46'30" E	110.03'
L5	S 19°42'41" E	40.89'
L6	S 19°42'41" E	482.83'

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Commissioners Court - Regular Session**50.****Meeting Date:** 08/15/2023

CR 255 Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.234 acres) required for the construction of CR 255. (GB Farms, LLC/ Parcel 50)

Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:07 AM

Started On: 08/09/2023 04:29 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.234 acres (Parcel 50) described by metes and bounds in Exhibit "A" owned by **GB FARMS LLC** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**1.234 ACRE RIGHT-OF-WAY PARCEL NO. 50
GB FARMS LLC
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 1.234 ACRES (APPROXIMATELY 53,746 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 13.53 ACRE TRACT OF LAND CONVEYED TO GB FARMS LLC, IN A DEED DATED FEBRUARY 26, 2021. AND RECORDED IN DOCUMENT NO. 2021026961 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.234 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, a ½ inch iron rod found in the South line of County Road 289 at the Northeast corner of Lot 16, Big Valley Subdivision, filed of record in Cabinet "E", Page 337, Plat Records, Williamson County, Texas;

THENCE South 22°31'49" East with the East line of said Lot 16, the East line of said GB Farms LLC tract and the West line of that certain called 4.00 acre tract of land as described in the deed to Claude R. Vickers filed of record in document number 2005094676, official public records, Williamson County, Texas, a distance of 369.67 feet to a calculated point in the West line of said Vickers tract;

THENCE South 20°43'35" East with the West line of said Claude Vickers tract a distance of 337.49 feet to a ½ inch iron rod found at the Southwest corner of said Vickers tract and the Northwest corner of that certain called 2.99 acre tract as described in the deed to Toni Lynn Lawrence filed of record in document Number 2004057588, official public records, Williamson County, Texas;

THENCE S 68°49'05" W with the south line of said Lot 16 and the North line of said Lot 17, a distance of 174.56 feet to the southwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY", from

which ½ inch iron rod with cap marked "Walker 5283" set at the Southwest corner of said Lot 16 bears South 68°49'05" West a distance of 456.82 feet;

THENCE N 24°17'17" W across said Lot 16 and said GB Farms LLC tract a distance of 62.73 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE N 63°56'10" E across said Lot 16 and said GB Farms LLC tract a distance of 178.08 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an interior corner of the herein described tract;

THENCE N 27°42'06" W across said Lot 16 and said GB Farms LLC tract a distance of 260.04 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at the beginning of a curve to the right;

THENCE in a northwesterly direction across said Lot 16 and said GB Farms LLC tract with a curve to the right an arc length of 345.77 feet (having a radius of 3,468.00 feet, a chord bearing of N 24°50'43" W, a chord distance of 345.63 feet, a delta angle of 5°42'45") to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at an interior corner of the herein described tract;

THENCE S 69°13'30" W across said Lot 16 and said GB Farms LLC tract a distance of 59.28 feet to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE in a northwesterly direction across said Lot 16 and said GB Farms LLC tract with a curve to the right an arc length of 171.12 feet, (having a radius of 6,628.00 feet, a chord bearing of North 20°02'08" West, a chord distance of 171.12 feet, a delta angle of 1°28'45") to an interior corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE in a southwesterly direction across said Lot 16 and said GB Farms LLC tract, with a curve to the right, an arc length of 14.35 feet, (having a radius of 525.00 feet, a chord bearing of South 81°19'22" West, a chord length of 14.35 feet, a delta angle of 1°33'56") to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE South 82°06'20" West across said Lot 16 and said GB Farms LLC tract, a distance of 49.15 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at the beginning of a curve to the Left;

THENCE in a southwesterly direction across said Lot 16 and said GB Farms LLC tract, with a curve to the left an arc length of 57.48 feet, (having a radius of 475.00 feet, a chord bearing of South 78°38'20" West, a chord length of 57.44 feet, a delta angle of 06°56'00") to the most northerly northwest corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Lot 16, the North line of said GB Farms LLC tract and the South line of

Big Valley Spur Road, from which a ½ inch iron rod with plastic cap marked "Walker 5283" bears South 72°29'58" West a distance of 442.85';

THENCE North 72°29'58" East with the North line of said Lot 16, the North line of said GB Farms LLC tract and the South line of said Big Valley Spur Road a distance of 222.49 feet to the POINT OF BEGINNING and containing 1.234 acres of land more or less.

Page 2 of 5

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 49.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

I hereby certify that the hereon map and description was performed under my direct supervision.

Charles G. Walker Date: April ,2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

Page 3 of 5

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.234 ACRES (APPROXIMATELY 53,746 SQ. FT.) IN THE JAMES
NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT
CERTAIN TRACT OF LAND CONVEYED TO GB FARMS LLC, IN A DEED DATED FEBRUARY 26, 2021 AND
RECORDED IN DOCUMENT NO. 2021026961 OF THE OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS.

LEGEND

○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
Δ	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
—X—	FENCE LINE
()	RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE
TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON
GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE
POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

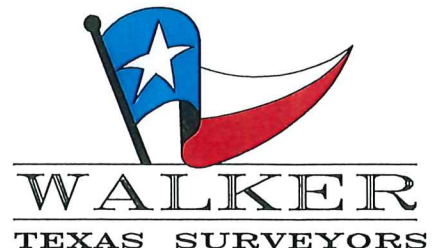
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

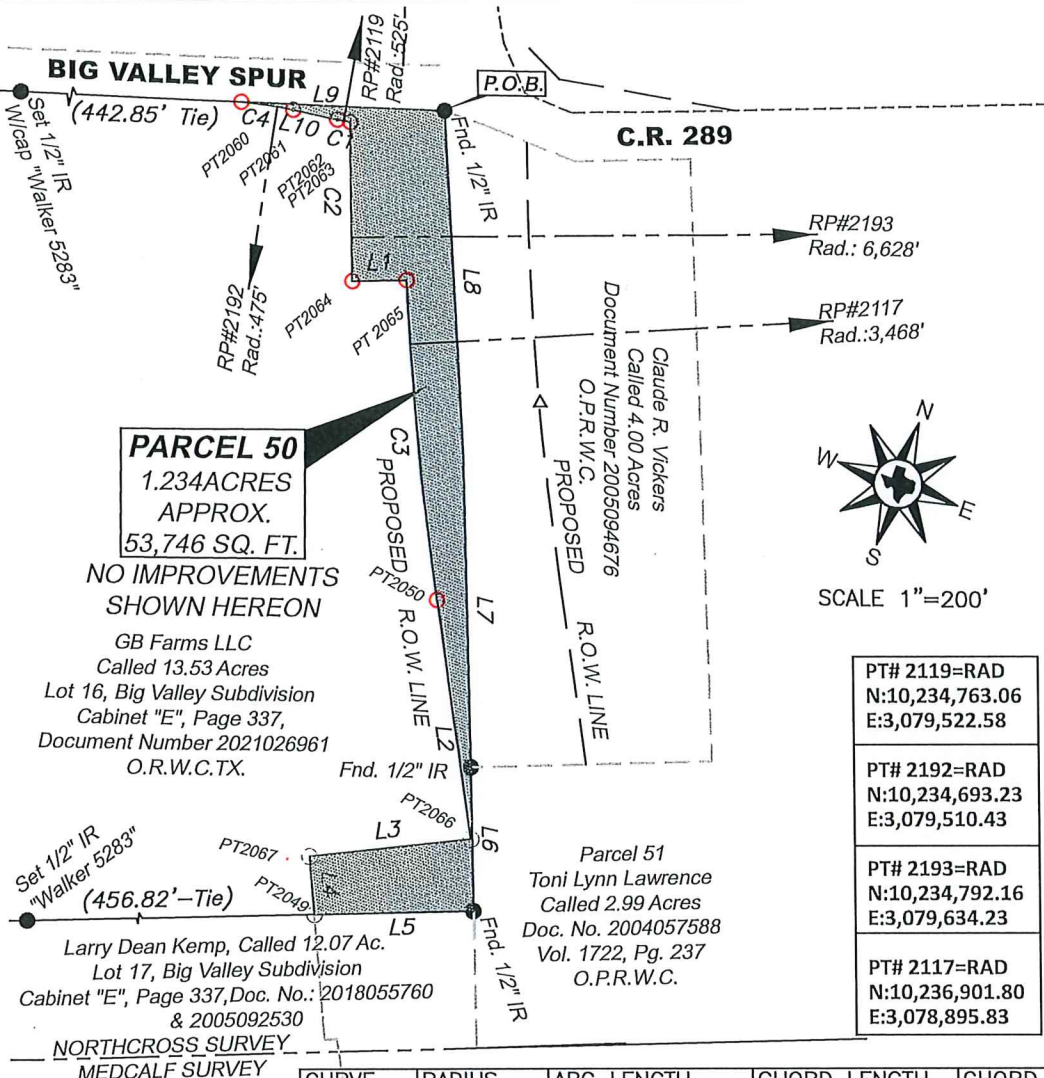
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS
AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND SHALL NOT
BE USED OR VIEWED OR RELIED UPON AS
THE FINAL SURVEY DOCUMENT."

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: APRIL , 2023
DRAWING NO.: 0750504-02-PARCEL 50
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 5





PT# 2049
N:10,235,925.40
E:3,078,743.16

PT# 2050
N:10,236,291.05
E:3,078,756.45

PT# 2060
N:10,236,726.20
E:3,078,385.82

PT# 2061
N:10,236,735.52
E:3,078,434.31

PT# 2062
N:10,236,742.27
E:3,078,482.99

PT# 2063
N:10,236,744.43
E:3,078,497.17

PT# 2064
N:10,236,583.67
E:3,078,555.80

PT# 2065
N:10,236,604.95
E:3,078,611.90

PT# 2066
N:10,236,060.82
E:3,078,877.33

PT# 2067
N:10,235,982.58
E:3,078,717.36



PT# 2119=RAD
N:10,234,763.06
E:3,079,522.58

PT# 2192=RAD
N:10,234,693.23
E:3,079,510.43

PT# 2193=RAD
N:10,234,792.16
E:3,079,634.23

PT# 2117=RAD
N:10,236,901.80
E:3,078,895.83

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	525.00'	14.35'	14.35'	S 81°19'22" W	1°33'56"
C2	6628.00'	171.12'	171.12'	N 20°02'08" W	1°28'45"
C3	3468.00'	345.77'	345.63'	N 24°50'43" W	5°42'45"
C4	475.00'	57.48'	57.44'	S 78°38'20" W	6°56'00"

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

LINE	BEARING	DISTANCE
L1	S 69°13'30" W	59.28'
L2	N 27°42'06" W	260.04'
L3	N 63°56'10" E	178.08'
L4	N 24°17'17" W	62.73'
L5	S 68°49'05" W	174.56'
L6	S 20°35'11" E	155.46'
L7	S 20°43'35" E	337.49'
L8	S 22°31'49" E	369.67'
L9	N 72°29'58" E	222.49'
L10	S 82°06'20" W	49.15'

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800
DATE OF SURVEY: APRIL, 2023
DRAWING NO.: 0750504-02-PARCEL 50
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 5 OF 5



Commissioners Court - Regular Session**51.****Meeting Date:** 08/15/2023

CR 255 Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.081 acres) required for the construction of CR 255. (Larry D. Kemp/ Parcel 52)

Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:08 AM

Started On: 08/09/2023 04:31 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 3.081 acres (Parcel 52) described by metes and bounds in Exhibit "A" owned by **LARRY DEAN KEMP SR. a/k/a LARRY D. KEMP** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravel, Jr.
Williamson County Judge



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361

**3.081 ACRE RIGHT-OF-WAY PARCEL NO. 52
LARRY DEAN KEMP
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 3.081 ACRES (APPROXIMATELY 134,195 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 12.07 ACRE TRACT OF LAND CONVEYED TO LARRY DEAN KEMP, IN A DEED DATED NOVEMBER 21, 2005. AND RECORDED IN DOCUMENT NO. 2005092530 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.081 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most northerly Northeast corner of the herein described tract, the most northerly Northeast corner of said Kemp tract, in the West line of that certain called 2.99 acre tract of land conveyed in the deed to Toni Lynn Lawrence filed of record in document number 2004057588 of the official public records of Williamson County, Texas

THENCE South 20°52'47" East with the most northerly East line of said Kemp tract and the West line said called 2.99 acre tract a distance of 147.86 feet to a ½ inch iron rod found for an interior corner of the herein described tract, an interior corner of said Kemp tract, and the Southwest corner of said Lawrence tract;

THENCE North 68°10'21" East with the South line of said Lawrence tract and the most southerly north line of said Kemp tract, a distance of 162.73 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the most southerly northeast corner of the herein described tract;

THENCE South 27°42'06" East across said Kemp tract, a distance of 522.18 feet a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at an angle point;

THENCE South 36°47'31" East a distance of 71.85 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the East line of said Kemp tract and the West line of that certain called 42.807 acre tract as described in the deed to Elvin R. Hall and Donna Hall filed of record in Volume 2530, Page 362, Official Public

EXHIBIT "A"

Records, Williamson County, Texas;

THENCE South 21°19'53" East with the East line of said Kemp tract and the West line of said Hall tract a distance of 83.41 feet to the Southeast corner of the herein described tract a ½ inch iron rod found at the Southeast corner of said Kemp tract, and the Northeast corner of that certain called 10.9994 acre tract of land as described in the deed to Marcel Vera, filed of record in Document Number 2019098332, Official Public Records, Williamson County, Texas;

THENCE South 68°43'01" West with the south line of said Kemp tract and the North line of said Vera tract a distance of 160.84 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the Southwest corner of the herein described tract from which a ½ inch iron rod found at the Southwest corner of said Kemp tract bears South 68°43'01" West a distance of 259.78 feet;

THENCE North 18°36'41" West across said Kemp tract a distance of 137.59 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE North 27°42'06" West across said Kemp tract a distance of 461.14 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE South 62°17'54" West across said Kemp tract a distance of 176.20 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE North 27°42'06" West across said Kemp tract a distance of 107.96 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE South 68°00'58" West across said Kemp tract a distance of 13.67 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE North 24°17'17" West across said Kemp tract a distance of 135.14 feet to the Northwest corner of the herein described tract, to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Kemp tract and the south line of said GB Farms LLC tract;

THENCE North 68°47'06" East with the north line of said Kemp tract and the south line of said GB Farms LLC tract, a distance of 174.56 feet to the POINT OF BEGINNING, containing 3.081 acres of land more or less.

EXHIBIT "A"

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 52.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker Date: March , 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 3.081 ACRES (APPROXIMATELY 134,195 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO LARRY DEAN KEMP, IN A DEED DATED NOVEMBER 21, 2005 AND RECORDED IN DOCUMENT NO. 2005092530 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP
MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- M-H-S 1/2" IRON ROD FOUND WITH CAP MARKED
"MATKIN-HOOVER-SURVEY&ENG"
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- () RECORD INFORMATION

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

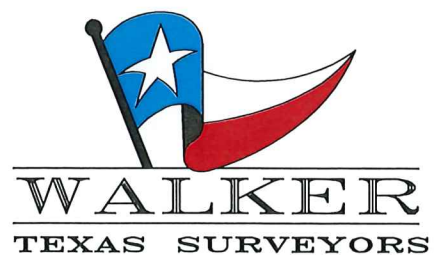
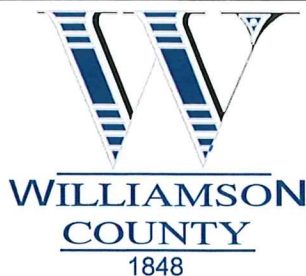
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800
DATE OF SURVEY: MARCH , 2023
DRAWING NO.: 0750504-02-PARCEL 52
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 5



GB Farms LLC
Called 13.53 Acres
Lot 16, Big Valley Subdivision
Cabinet "E", Page 337,
Document Number 2021026961
O.R.W.C.TX.

Parcel 51
Toni Lynn Lawrence
Called 2.99 Acres
Doc. No. 2004057588
Vol. 1722, Pg. 237
O.P.R.W.C.

Larry Dean Kemp
Called 12.07 Acres
Lot 17, Big Valley Subdivision
Cabinet "E", Page 337,
Document Number 2018055760
2005092530

Lot 17, Big Valley Subdivision
Cabinet "E", Page 337,
Document Number 2018055760
2005092530

Elvin R. Hall and
Donna Hall
Called 42.807 Acres
Volume 2530, Page 362
O.R.W.C.

PARCEL 52
3.081ACRES
APPROX.
134,195 SQ. FT.

NO IMPROVEMENTS
SHOWN HEREON

Marcelo Vera
Called 10.9994 Acres
Document Number 2019098332
O.P.R.W.C.

2037 N:10,235,390.97 E:3,079,395.47	2045 N:10,235,793.57 E:3,079,017.65
2038 N:10,235,910.83 E:3,079,109.69	2046 N:10,235,711.66 E:3,078,861.65
2041 N:10,235,448.50 E:3,079,352.44	2047 N:10,235,807.24 E:3,078,811.47
2043 N:10,235,254.89 E:3,079,275.93	2048 N:10,235,802.12 E:3,078,798.79
2044 N:10,235,385.28 E:3,079,232.02	2049 N:10,235,925.31 E:3,078,743.21

LINE	BEARING	DISTANCE
L1	S 20°52'47" E	147.86'
L2	N 68°10'21" E	162.73'
L3	S 27°42'06" E	522.18'
L4	S 36°47'31" E	71.85'
L5	S 21°19'53" E	83.41'
L6	S 68°43'01" W	160.84'
L7	N 18°36'41" W	137.59'
L8	N 27°42'06" W	461.14'
L9	S 62°17'54" W	176.20'
L10	N 27°42'06" W	107.96'
L11	S 68°00'58" W	13.67'
L12	N 24°17'17" W	135.14'
L13	N 68°47'06" E	174.56'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800
DATE OF SURVEY: March , 2023
DRAWING NO.: 0750504-02-PARCEL 52
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 5 OF 5



Commissioners Court - Regular Session**52.****Meeting Date:** 08/15/2023

CR 255 Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.891 acres) required for the construction of CR 255. (Marcelo Vera / Parcel 54)

Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:09 AM

Started On: 08/09/2023 04:32 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.891 acres (Parcel 54) described by metes and bounds in Exhibit "A" owned by **MARCELO VERA** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**1.891 ACRE RIGHT-OF-WAY PARCEL NO. 54
MARCELO VERA
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 1.891 ACRES (APPROXIMATELY 82,380 SQ. FT.) IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 10.9994 ACRE TRACT OF LAND CONVEYED TO MARCEL VERA, IN A DEED DATED OCTOBER 15, 2019. AND RECORDED IN DOCUMENT NO. 2019098332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.891 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, a nail and spinner found at the Northeast corner of said Vera tract, the Southeast corner of that certain called 12.07 acre tract of land as described in the deed to Larry Dean Kemp filed of record in Document Number 2018055760 and 2005092530, official public records Williamson County, Texas, and in the West line of that certain called 42.807 acre tract of land as described in the deed to Elvin and Donna Hall filed of record in Volume 2530, Page 362, official public records of Williamson County, Texas;

THENCE South 21°47'57" East with the East line of said Vera tract and the West line of said Elvin Hall tract a distance of 561.25 feet to the Southeast corner of the herein described tract a ½ inch iron rod with red cap "Unreadable" found at the Southeast corner of said Vera tract and the Southwest corner of said Elvin Hall tract in the curved North right of way line of Ronald Reagan Boulevard;

THENCE in a southwesterly direction with the curved north right of way line of said Ronald Reagan Boulevard an arc distance of 158.47 feet (being concave to the South, having a radius of 8,650.0 feet, a chord distance of 158.47 feet, a chord bearing of South 51°22'18" West, having a delta angle of 01°02'59") to the Southwest corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" from which the Southwest corner of said Vera tract a ½ inch iron rod with pink cap marked "Flugel 5096" bears South 48°54'18" West a distance of 586.21 feet;

EXHIBIT "A"

THENCE North 09°52'12" East across said Vera tract a distance of 70.87 feet to an angle point, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE North 27°42'06" West across said Vera tract, a distance of 485.98 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at an angle point;

THENCE North 19°15'04" West a distance of 64.93 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Vera tract and the South line of said Kemp tract from which a 3/8 inch iron rod found at the Southwest corner of said Kemp tract in the North line of said Vera tract bears South 68°43'01" West a distance of 259.78 feet;

THENCE North 68°43'01" East with the south line of said Kemp tract and the North line of said Vera tract a distance of 161.57 feet to the POINT OF BEGINNING, containing 1.891 acres of land more or less.

**All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments:
Survey Drawing No. 075054-02-PARCEL 52.**

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker Date: February, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.891 ACRES (APPROXIMATELY 82,380 SQ. FT.) IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412 WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO MARCELO VERA, IN A SPECIAL WARRANTY DEED DATED OCTOBER 15, 2019 AND RECORDED IN DOCUMENT NO. 20190983320 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	S 21°47'57" E	561.25'
L2	N 09°52'12" E	70.87'
L3	N 27°42'06" W	485.98'
L4	N 19°15'04" W	64.93'
L5	N 68°43'01" E	161.57'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	8650.00'	158.47'	158.47'	S 51°22'18" W	1°02'59"

LEGEND

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- _{M-H-S} 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- () RECORD INFORMATION

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

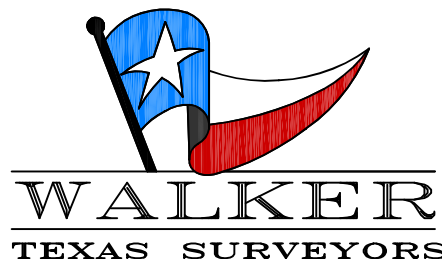
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800
DATE OF SURVEY: JANUARY, 2023
DRAWING NO.: 0750504-02-PARCEL 52
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 of 4



Commissioners Court - Regular Session**53.****Meeting Date:** 08/15/2023

2023-2024 Budget Workshop

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

Information**Agenda Item**

FY24 Budget Workshop - Discuss, consider and take appropriate action on the Budget Officer's 2023-2024 recommended budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY2023-2024 Preliminary Budget

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 12:24 PM

Started On: 07/11/2023 11:46 AM

2023 - 2024 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations	\$	312,600,922
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SUBTOTAL	\$	-	\$ 312,600,922
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SPONSORED ITEMS 8/15/2023

SPONSOR

409 Consulting Funding for Justice Center Assessment - Discussion	\$	-	Judge Bill Gravell
Purchase JP4 Building	\$	750,000	Judge Bill Gravell
494 Senior Purchasing Specialist for Facilities B.26 \$58,582.52 (includes 8% above minimum)	\$	96,767	Judge Bill Gravell
404 County Clerk - Judicial Chief Deputy County Clerk B34 \$87,077.91 (includes 8% above the minimum)	\$	117,415	Judge Bill Gravell
560 Sheriff's Office Vehicles not Received	\$	263,703	Judge Bill Gravell
551 Deputy Constable Precinct #1 L1.2 \$69,070.64	\$	222,569	Commissioner Cook
475 Criminal Attorney II B33 \$82,871.29 (includes 8% above the minimum)	\$	123,083	Commissioner Cook
475 Civil Attorney for Juvenile B.38 \$106,061.85 (includes 8% above the minimum)	\$	151,770	Commissioner Cook
560 Sheriff's Deputy x 11 L1.2 \$69,070.64	\$	2,265,641	Commissioner Cook
503 IT Salary Study	\$	250,000	Commissioner Long
440 District Attorney Victims Assistance Coordinator B24 \$53,049.93 (includes 8% above the minimum)	\$	94,248	Commissioner Long
409 Remove Air Quality Monitors	\$	(36,444)	Commissioner Long
409 Remove Professional Services Dollars	\$	(57,804)	Commissioner Long
591 Pretrial Salary Study	\$	50,000	Commissioner Covey
554 Deputy Constable Precinct #4 L1.2 \$69,070.64	\$	220,663	Commissioner Boles

SUBTOTAL	\$	4,511,611	\$ -
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GRAND TOTAL			\$ 312,600,922
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2023 - 2024 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations	\$	60,324,438
SUBTOTAL	\$	60,324,438

SPONSORED ITEMS 8/15/2023		SPONSOR	
CIP Personnel Building Expansion (Priority #1)	\$	450,000.00	
CIP Florence Yard Building Relocation (Full tear down and re-build at R&B Yard) (Priority #2)	\$	165,000.00	
CIP Sand Storage Building (Priority #3)	\$	1,750,000.00	
Additional Funding for the stabilizaton of CR460 and CR 327	\$	1,400,000.00	Commissioner Boles
SUBTOTAL	\$	3,765,000.00	\$ -
GRAND TOTAL	\$	60,324,438	

2023 - 2024 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations	\$	169,627,654
TOTAL	\$	169,627,654

SPONSORED ITEMS 8/15/2023		SPONSOR	
SUBTOTAL	\$	-	
GRAND TOTAL	\$	169,627,654	

GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL	\$	542,553,014
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Commissioners Court - Regular Session**54.****Meeting Date:** 08/15/2023

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:12 AM

Started On: 08/09/2023 04:34 PM

Commissioners Court - Regular Session**55.****Meeting Date:** 08/15/2023

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

- a) Project 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
- j) Project Scrabble

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/10/2023

Reviewed By

Becky Pruitt

Date

08/10/2023 11:12 AM

Started On: 08/09/2023 04:35 PM