NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 19, 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 – 31)

3. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$24,530.30
To	0100-0409-003312	Justice Benefits	$24,530.30

4. Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004932	Trial Expenses	$1,000.00
From	0100.0475.004902	Co Atty Leg Supp	$2,173.82
From	0100.0475.003100	Office Supplies	$1,000.00
From	0100.0475.003010	Computer Equipment	$500.00
To	0100.0475.003005	Office Furniture	$4,673.82

5. Discuss, consider, and take appropriate action on approving a line item transfer for JP2 to move funds to the Transportation/Autopsies line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0452.004190	Autopsies, Med Inquests	$8,000.00
To	0100.0452.004192	Transportation/Autopsies	$8,000.00

6. Discuss, consider and take appropriate action on line item transfers for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004414	Vehicle Insurance	$3,334.96
From	0100.0510.004620	Furniture/Equipment Rental	$545.00
To	0100.0510.003102	Safety	$200.00
To	0100.0510.004541	Vehicle Repairs & Maintenance	$3,679.96

7. 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:	0100.0560.004415	Vehicle Ins. Deductible	$4,000.00
TO:	0100.0560.004715	Vehicle Impound Yard	$2,000.00
TO:	0100.0560.004968	Care of Animals	$2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004100	Professional Services	5,700
From	0100.0560.005741	Computer Software > $5,000	25,000
To	0100.0409.000777	Transfer to Capital Projects	30,700

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	0100.0570.004209	Cellular Phone/Pager	$938.00
To	0100.0570.004210	Internet / E-Mail	$938.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003010	Computer Equipment	$10,000.00
From	0100.0576.004100	Professional Services	$25,000.00
To	0100.0576.004102	Residential Serivces	$35,000.00

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

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

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

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

15. Discuss, consider and take appropriate action acknowledging the City of Taylor’s adoption of a resolution to extend its Taylor Fire Department service area to areas formerly served by the Taylor Volunteer Fire Department (a/k/a Avery Pickett Fire Department), as identified in Exhibit "A" of the City of Taylor Resolution R23-29 as "Uncovered Avery Pickett".

16. Discuss, consider and take appropriate action on the License and Use Agreement between Williamson County Texas and the Williamson County Livestock Association (WCLA) in relation to the granting of a license for WCLA's use of the Williamson County Exposition Center.

17. Discuss, consider, and take action on allowing the Regional Animal Shelter to submit a grant to the Best Friends' Rachael Ray No-Kill Excellence Grant.

18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Preservation, Imaging, and Indexing Services of District Clerk Files, under RFP #23RFP97.

19. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for computer-aided dispatch, mobile data system and law enforcement records management system software for Williamson County under RFP #23RFP55. Funding Source is P604.

20. Discuss, consider, and take appropriate action on approving the Acknowledgment form #2023275 between Williamson County and Microsoft and authorizing the execution of the form.

21. Discuss, consider, and take appropriate action on extending the Renewal Addendum Professional Services Agreement (PSA) #2023269 with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the not-to-exceed amount of $96,509.40 for the term of October 1, 2023 - September 30, 2024, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine, and authorizing the execution of the agreement.

22. Discuss, consider, and take appropriate action on extending the Professional Services Agreement (PSA) #2023270 with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the not-to-exceed amount of $84,744.00 for the term of October 1, 2023 - September 30, 2024, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine, and authorizing the execution of the agreement.

23. Discuss, consider, and take appropriate action on extending the Renewal Addendum Professional Services Agreement (PSA) #2023271 with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the not-to-exceed amount of $98,500.00 for the term of October 1, 2023 - September 30, 2024, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine and authorizing the execution of the agreement.

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

25. Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing engineering services for design of a new EMS Medic 42 building to replace current building being demolished at 211 W. 6th Street, Taylor, Tx., to The Lawrence Group of Architects of Austin, Inc., in the amount up to Seventy-two Thousand, Eight Hundred Seventy-Five Dollars ($72,875.00) and authorize execution of the agreement. Funding source is P602.

26. Discuss, consider and take appropriate action on a report from G2 Construction Services, Inc., Change Order No. 2 for the Sheriff's Office Training Center Bullet Trap project (P574) for $30,700 and a time extension of 100 days. Funding Source is P574.

27. Discuss, consider and take appropriate action on Supplemental Work Authorization No 6 to Work Authorization No 1 under Williamson County Contract between Texas A&M Transportation Institute (TTI) and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. This Supplemental is to increase the maximum amount payable to $140,000.00. Funding source: 01.0200.0210.004160.

28. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 4 under Williamson County Contract between Walker Texas Surveyors Inc. and Williamson County dated May 19, 2020 for CR 255/CR 289 (CR 254 to Ronald Reagan Blvd) ROW Parcels and Exhibits. This Supplemental is to increase the maximum amount payable to $190,385.00. Funding source: P546.

29. Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 1 subdivision – Precinct 2.

30. Discuss, consider and take appropriate action on approval of the final plat for the Nolina Phase 1 Section 2 subdivision – Precinct 3.

31. Discuss, consider and take appropriate action on approval of the final plat for the CR 333 subdivision – Precinct 4.

REGULAR AGENDA

32. Discuss, consider and take appropriate action on an Interlocal Agreement between the City of Hutto, the City of Taylor, and Williamson County relating to the City of Hutto's provision of wastewater service to the western portion of the City of Taylor and Williamson County's funding to the City of Hutto from its American Rescue Plan Act Funds for such regional wastewater solution.

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

34. Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

35. Hear update and take any action regarding the Williamson County Indigent Healthcare Program Wilco Care administered by Williamson County and Cities Health District.

36. Discuss, consider and take appropriate action on the following 2023-2024 budgets:

0340 Tobacco Fund
0350 Law Library Fund
0364 Pretrial Intervention Fund
0374 County and District Court Technology Fund
0376 Surplus Elections Contracts Fund
0385 County Clerk Records Fund
0386 Records Management and Preservation Fund - District Clerk
0387 Records Technology Fund - District Clerk
0388 Court Records Preservation Fund
0390 Countywide Records Management and Preservation Fund
0507 Regional Communication System Fund
0545 Regional Animal Shelter Fund
0546 Regional Animal Shelter Donation Fund
0882 Fleet Maintenance Fund

37. Discuss, consider and acknowledge the following 2023-2024 budgets:

0355 Court Reporter Service Fund
0360 Courthouse Security Fund
0361 Justice of the Peace Security Fund
0367 Justice of the Peace, Precinct #3 Truancy Program
0368 Justice of the Peace, Precinct #2 Truancy Program
0369 Justice of the Peace, Precinct #4 Truancy Program
0370 Alternate Dispute Fund
0372 Justice of the Peace Technology Fund
0373 Justice of the Peace, Precinct #1 Truancy Program
0380 Judicial Education Probate Court Fund

38. Discuss, consider, and take appropriate action approving the Williamson County Judge as the County's Authorized Representative under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, as required for the County's self-funded Workers' Compensation Program.

39. Discuss, consider, and take appropriate action creating the Risk Fund for the purpose of self-funding the County's Workers' Compensation Program beginning in FY24. The Risk Fund shall be identified as accounts 01.0840.0840 and 01.0840.0841.

40. Discuss, consider, and take appropriate action approving the budget for the Risk Fund for FY24.

41. Discuss, consider, and take appropriate action approving the Williamson County Safety Policy in preparation for launching the County's self-funded Workers' Compensation Program.

42. Discuss, consider, and take appropriate action on awarding RFP #23RFP63 Applicant Tracking System to Governmentjobs.com dba NEOGOV and authorizing the execution of the agreement.

43. Discuss, consider, and take appropriate action on approving the renewal agreement #2023273 between Williamson County and MCCi for software licensing for Laserfiche Rio Records Management, for a total of $112,527.74, pursuant to the BuyBoard Contract #625-20, and authorizing the execution of this agreement.

44. Discuss, consider, and take appropriate action on awarding IFB #23IFB99, EMS Medical Supplies, on a per item basis, to seven (7) responsive bidders: Bound Tree, Henry Schein, Life Assist, Medline, Quadmed, Southern Safety, and Stryker.

45. Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing engineering services for the HVAC Rooftop Unit located at Jester Annex, 1801 E. Old Settlers Blvd, Ste110, Round Rock, TX 78664 to Ramirez-Simon Engineering, LLC, in the amount up to One Hundred Seventeen Thousand, Three Hundred Dollars ($117,300.00) and authorize execution of the agreement. Funding Source is P611.

46. Discuss, consider, and take appropriate action on awarding RFP #23RFP96 Landscape Maintenance Services for Williamson County Facilities to Red & White Greenery, Inc. and authorizing the execution of the agreement.

47. Receive the September 2023 Construction Summary Report and PowerPoint Presentation

48. Discuss, consider, and take appropriate action on awarding IFB #23IFB98 South San Gabriel Ranches Subdivision Road and Drainage Improvements to the lowest and best bidder, M.A. Smith Contracting Co., Inc., in an amount of not-to-exceed $2,882,590.94 and authorizing the execution of the agreement.

49. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed bids for Hauling Services under IFB #23IFB109.

50. Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of $2,668,553.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.

51. Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of $16,783,490.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

52. Discuss, consider, and take appropriate action to approve and ratify an Agreement on Identification of Future Transportation Corridors within Williamson County between the Texas Department of Transportation and Williamson County to identify future transportation corridors within Williamson County based on the Williamson County's adopted transportation plans, in accordance with Transportation Code, Section 201.619.

53. Discuss, consider and take appropriate action on a Contract Amendment No. 6 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

54. Discuss, consider and take appropriate action on 2 possession and use agreements for transportation purposes with 50 Fawn Ridge, LLC for right of way needed on the Bagdad Rd. project (Parcels 35 & 36). Funding Source: Road Bond P343

55. Discuss, consider and take appropriate action on a Rule 11 Condemnation Settlement Agreement with Wideview Estates, LLC for right of way needed on the Bagdad Rd. project (Parcel 52). Funding Source: Road Bond P343

56. Discuss, consider and take appropriate action on a real estate contract with Harmony Public Schools for right of way, and LCRA easement and a drainage easement needed on the Hero Way project (Parcel 325). Funding Source: Road Bonds P326

57. Discuss, consider and take appropriate action on a real estate contract with Josh M. Koenig for right of way needed on the CR 255 project (Parcel 34). Funding Source: TANS P588

58. Discuss, consider and take appropriate action on a real estate contract with Sebastian Hwang for right of way needed on the CR 255 project (Parcel 36). Funding Source: TANS P588

59. Discuss, consider and take appropriate action on a real estate contract with Morris C. and Ida M. Bonnet for right of way needed on the CR 255 project (Parcel 37). Funding Source: TANS P588

60. Discuss, consider and take appropriate action on a real estate contract with Faith Missionary Baptist Church for an easement needed on the Brushy Creek Trail project (Parcel 16). Funding Source: Park Bonds P551

61. Discuss, consider and take appropriate action on a Resolution with TXDOT for a local On-System Project Improvement Agreement with the Texas Department of Transportation, which will allow for construction of intersection and operational improvements including addition of a traffic signal at FM 487 and C. Bud Stockton Loop, in Williamson County. Funding Source: Road Bonds P307

62. Discuss, consider and take appropriate action on a Local On-System Project Improvement Agreement (LOSA) with the Texas Department of Transportation, which will allow for construction of intersection and operational improvements including addition of a traffic signal at FM 487 and C. Bud Stockton Loop, in Williamson County. Funding Source: Road Bonds P307

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)."

63. 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 SH 195 @ Ronald Reagan.
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.
s) Discuss acquisition of right of way for Corridor J.

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

64. 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

65. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

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

b. Litigation:
1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas, Robert Chody, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00275-LY; Big Fish Entertainment LLC v. Williamson County Sheriff's Office, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Civil Action No. 1:21-cv-00350-RP; Imani Nembhard v. Williamson County, Texas, Robert Chody, and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
6. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
8. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
9. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
10. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
11. Cause No. 22-0826-C368; Doyle “Dee” Hobbs, Jr., in his official capacity as Williamson County Attorney v. AHFC Pecan Park PSH Non-Profit Corporation, et al.; In the 368th Judicial District Court of Williamson County, Texas
12. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
13. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas

14. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
15. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas
16. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas
18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
19. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

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

d. Claims:

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.

66. 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).

67. 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).

68. Deliberate the appointment, evaluation and employment of the Director of the Williamson County Veterans Services Department, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

69. 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)

70. Discuss and take appropriate action concerning economic development.

71. Discuss and take appropriate action concerning real estate.

72. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. General:

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

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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
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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.

73. 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.

74. Discuss, consider and take appropriate action regarding the tender of an offer of employment, hiring and appointment for the position of Director of the Williamson County Veterans Services Department.

75. Comments from Commissioners.

76. 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 15th day of September 2023 at 3:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 09/19/2023

Line Item Transfer

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Background

The billing for the State Criminal Alien Assistance Program (SCAAP) was received late from JBI (Justice Benefits, Inc) for FY2021 and FY2022. Williamson County typically receives one bill per year and budgets accordingly. Unfortunately, due to the late billing, we have received two invoices in one year, thus creating a shortfall in this line. This transfer will facilitate payment of the FY2022 (second) invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$24,530.30
To	0100-0409-003312	Justice Benefits	$24,530.30

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget Office	Saira Hernandez	09/12/2023 03:29 PM
County Judge Exec Asst. (Originator)	Becky Pruitt	09/12/2023 03:56 PM
Budget Office	Ashlie Holladay	09/12/2023 04:08 PM
Form Started By: Andrea Schiele		Started On: 09/12/2023 03:13 PM
Final Approval Date: 09/12/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 09/19/2023

Line Item Transfer

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's office.

Background

This is to cover office furniture purchase for the County Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004932	Trial Expenses	$1,000.00
From	0100.0475.004902	Co Atty Leg Supp	$2,173.82
From	0100.0475.003100	Office Supplies	$1,000.00
From	0100.0475.003010	Computer Equipment	$500.00
To	0100.0475.003005	Office Furniture	$4,673.82

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:00 AM
Budget Office	Saira Hernandez	09/14/2023 11:20 AM
Form Started By: Stephanie Lloyd		Started On: 09/14/2023 09:04 AM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/19/2023

Discuss and consider approving a line item transfer for JP2.

Submitted For: Angela Williams **Submitted By:** Melissa East, J.P. Pct. #2

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a line item transfer for JP2 to move funds to the Transportation/Autopsies line item.

Background

With the increased number of death inquests handled by Judge Williams this year, the original budgeted amount in the line item has been depleted. We need to move the funds to pay invoices.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0452.004190	Autopsies, Med Inquests	$8,000.00
To	0100.0452.004192	Transportation/Autopsies	$8,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:27 AM
Form Started By: Melissa East		Started On: 09/14/2023 10:09 AM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/19/2023

Line Item Transfers for Parks Department

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on line item transfers for the Parks Department.

Background

Transfer of funds is necessary to cover unanticipated costs associated with vehicle repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004414	Vehicle Insurance	$3,334.96
From	0100.0510.004620	Furniture/Equipment Rental	$545.00
To	0100.0510.003102	Safety	$200.00
To	0100.0510.004541	Vehicle Repairs & Maintenance	$3,679.96

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:19 AM
Budget Office	Saira Hernandez	09/14/2023 10:03 AM
Form Started By: Russell Fishbeck		Started On: 09/13/2023 12:14 PM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/19/2023

LIT to Vehicle Impound Yard & Care of Animals 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 Vehicle Impound Yard and Care of Animals for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.004415	Vehicle Ins. Deductible	$4,000.00
TO:	0100.0560.004715	Vehicle Impound Yard	$2,000.00
TO:	0100.0560.004968	Care of Animals	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:21 AM
Budget Office	Saira Hernandez	09/14/2023 10:03 AM
Form Started By: Virginia Johnson		Started On: 09/13/2023 04:36 PM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/19/2023

LIT for the Sheriff's Department

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004100	Professional Services	5,700
From	0100.0560.005741	Computer Software > $5,000	25,000
To	0100.0409.000777	Transfer to Capital Projects	30,700

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:14 AM
Form Started By: Tomika Lynce		Started On: 09/14/2023 09:33 AM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/19/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** ABIGAIL TAYLOR, 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 new and additional cost for added lines to provide the Transportation Department online accessibility for their toughbooks throughout their daily travels of transporting inmates to and from different locations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004209	Cellular Phone/Pager	$938.00
To	0100.0570.004210	Internet / E-Mail	$938.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:14 AM
Budget Office	Saira Hernandez	09/14/2023 11:20 AM
Form Started By: ABIGAIL TAYLOR		Started On: 09/14/2023 09:31 AM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/19/2023

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer from Professional Services for $25,000.00 and Computer Equipment for $10,000.00 to Residential Services for a total of $35,000.00 to cover unexpected expenses for placement services. This increase should cover expenses for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003010	Computer Equipment	$10,000.00
From	0100.0576.004100	Professional Services	$25,000.00
To	0100.0576.004102	Residential Serivces	$35,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 12:00 PM
Budget Office	Saira Hernandez	09/14/2023 12:10 PM
Form Started By: Denise Carlson		Started On: 09/14/2023 11:51 AM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/19/2023

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

080123-083023 GWI-RFM

080123-083023 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/13/2023 10:20 AM
Form Started By: Renee Clark		Started On: 09/12/2023 02:16 PM
Final Approval Date: 09/13/2023		

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

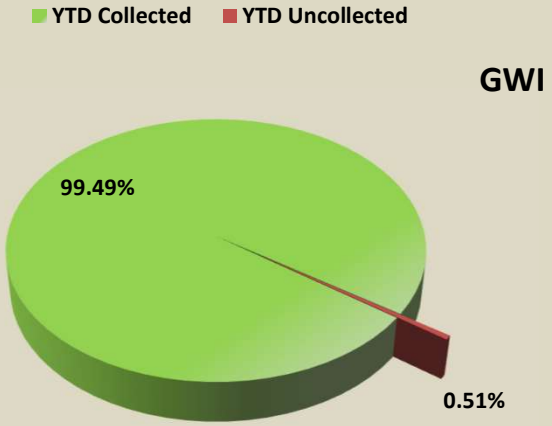
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$364,401,981.82	($2,629,078.49)	$361,772,903.33	$351,865.61	$58,473.19	$76.74	$1,828,184.05	$359,944,719.28	99.49%	99.71%	100.19%
2021 & Prior	$2,757,006.07	($1,257,583.58)	$1,499,422.49	$60,873.12	$21,940.00	$5,252.86	$2,047,322.82	($547,900.33)	-36.54%	-25.72%	
Rollbacks	$1,546,478.67	$716,608.88	$2,263,087.55	$69,221.74	$1,344.95	$0.00	$165,864.76	$2,097,222.79	92.67%	94.01%	
Total All	$368,705,466.56	($3,170,053.19)	$365,535,413.37	$481,960.47	$81,758.14	$5,329.60	$4,041,371.63	$361,494,041.74	98.89%	99.16%	

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	($222,556.76)	$41,530,632.11	$40,584.13	$6,604.99	$8.49	$210,147.95	$41,320,484.16	99.49%	99.71%	100.14%
2021 & Prior	$257,573.51	($111,274.13)	$146,299.38	$5,678.23	$1,964.37	$502.78	$188,936.23	($42,636.85)	-29.14%	-18.30%	
Rollbacks	$148,096.37	$70,279.68	$218,376.05	$6,826.05	$125.29	$0.00	$16,619.10	$201,756.95	92.39%	93.73%	
Total All	$42,158,858.75	($263,551.21)	$41,895,307.54	$53,088.41	$8,694.65	$511.27	$415,703.28	$41,479,604.26	99.01%	99.26%	

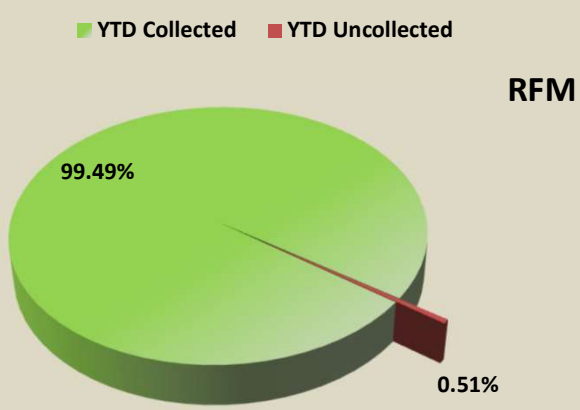
2022 COMBINED MONTHLY BREAKDOWN

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
Aug-23	$402,050,189.81	$26.62	$402,050,216.43	$535,048.88	$90,452.79	$5,840.87	$4,457,074.91	$402,973,646.00

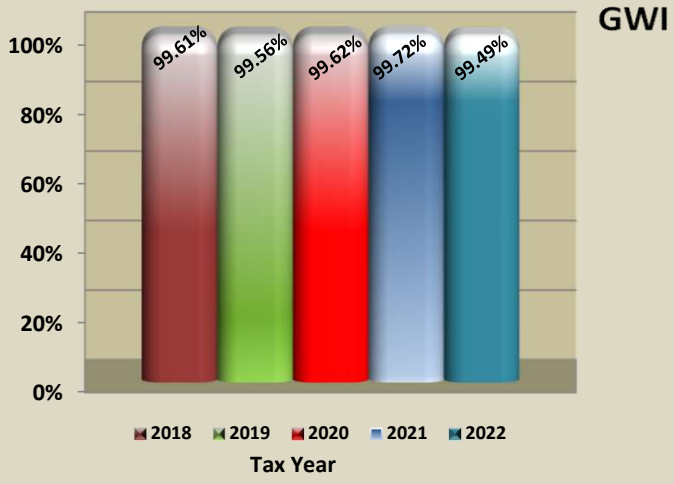
Year to Date Collection Report
Thru August 2023



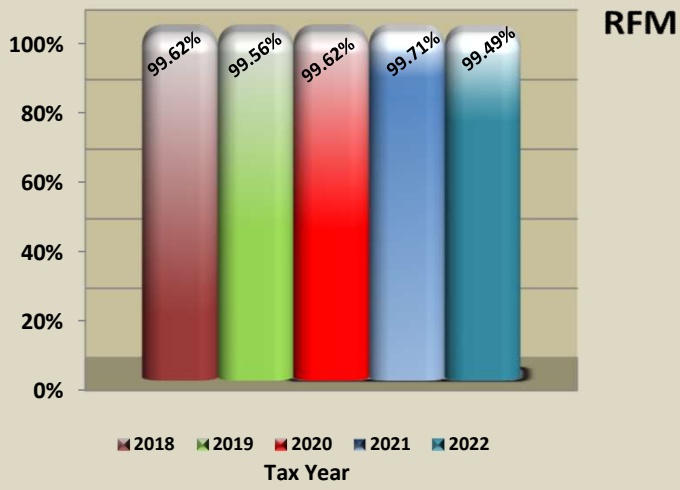
Year to Date Collection Report
Thru August 2023



Percent of Roll Collected Comparison
2018-2022



Percent of Roll Collected Comparison
2018-2022



Commissioners Court - Regular Session **12.**

Meeting Date: 09/19/2023

JP1 EOM AUGUST 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, August 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM August 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/12/2023 02:01 PM
Form Started By: Misty Lamb		Started On: 09/11/2023 03:56 PM
Final Approval Date: 09/12/2023		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

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

MISTY LAMB
My Notary ID # 128210087
Expires May 5, 2026

NOTARY PUBLIC
In and for the State of Texas

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL

OFFICIAL JUSTICE COURT MONTHLY REPORT

Month August **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 9/8/2023 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

Transaction Date: **08/01/2023 - 08/31/2023** 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		
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	5.00
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	12,191.71
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	32,040.00
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	210.52
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	197.92
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	12,846.00
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	2.56
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,086.00
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	1,423.39
	0100 - General Fund Total:	**60,003.10**
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	3.85
	0360 - Courthouse Security Fund Total:	**3.85**
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	1.28
	0361 - JP Security Fund Total:	**1.28**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
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	1,810.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,810.00**
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	5.13
	0372 - Justice Court Technology Fund Total:	**5.13**
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	6.41
	0373 - JP-1 Truancy Program Fund Total:	**6.41**

Payment Report - G/L and Fund Summary

Transaction Date: **08/01/2023 - 08/31/2023** 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	2.56
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	51.29
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)	6,241.67
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	693.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	5.13
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	7.69
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	78.90
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,898.21
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.58
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	50.00
	0399 - State Agency Fund Total:	**9,061.13**
	Fee Totals for All Funds:	**70,915.90**

Payment Report - Fee Code Summary

Transaction Date: **08/01/2023 - 08/31/2023** 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)	45.00	9	0.00	0	0.00	0	45.00	9
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	78.90	19	0.00	0	0.00	0	78.90	19
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	384.50	82	0.00	0	0.00	0	384.50	82
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	6,241.67	109	0.00	0	0.00	0	6,241.67	109
2020CDF	Compliance Dismissal Fine	190.00	20	0.00	0	0.00	0	190.00	20
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	82.52	9	0.00	0	0.00	0	82.52	9
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,423.39	110	0.00	0	0.00	0	1,423.39	110
2020LTF	Local Traffic Fine (TC 542.403)	113.89	41	0.00	0	0.00	0	113.89	41
2020STF	State Traffic Fine (TC 542.4031)	1,898.21	41	0.00	0	0.00	0	1,898.21	41
2020TPF	Time Payment Fee CCP 102.030	197.92	19	0.00	0	0.00	0	197.92	19
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
ADMIN	Administration Fee [CCP 102.072]	2.56	2	0.00	0	0.00	0	2.56	2
AFCA1	Arrest/Service Fee - Const. Pct. 1	1.41	1	0.00	0	0.00	0	1.41	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	51.29	2	0.00	0	0.00	0	51.29	2
CCOP	Civil Copies	7.00	5	0.00	0	0.00	0	7.00	5
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	12,846.00	85	0.00	0	0.00	0	12,846.00	85
CHS	Courthouse Security Fee (CCP 102.017)	3.85	2	0.00	0	0.00	0	3.85	2
CHSJC	JP Security Fee (CCP 102.017)	1.28	2	0.00	0	0.00	0	1.28	2
CONT1	Constable Service Fee Pct #1	20,240.00	202	0.00	0	0.00	0	20,240.00	202
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	2,051.90	13	0.00	0	0.00	0	2,051.90	13
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	7.90	1	0.00	0	0.00	0	7.90	1
IDF	Indigent Defense Fee (LGC 133.107)	2.58	2	0.00	0	0.00	0	2.58	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	5.13	2	0.00	0	0.00	0	5.13	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	5.13	2	0.00	0	0.00	0	5.13	2
JTP	Juvenile Truancy Program (CCP 102.0174)	6.41	2	0.00	0	0.00	0	6.41	2

Payment Report - Fee Code Summary

Transaction Date: **08/01/2023 - 08/31/2023** 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
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.28	2	0.00	0	0.00	0	1.28	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.28	2	0.00	0	0.00	0	1.28	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.77	2	0.00	0	0.00	0	0.77	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	6.92	2	0.00	0	0.00	0	6.92	2
MISCOP	Miscellaneous Copy Fees	4.00	2	0.00	0	0.00	0	4.00	2
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,810.00	364	0.00	0	0.00	0	1,810.00	364
SB41JCSF	Justice Court Support Fund	9,050.00	364	0.00	0	0.00	0	9,050.00	364
SB41LAF	Language Access Fund - LGC 135.155	1,086.00	364	0.00	0	0.00	0	1,086.00	364
SB41SCF	State Consolidated Fee	693.00	34	0.00	0	0.00	0	693.00	34
SFMCWV	State Fine - Motor Carrier Weight Violation	50.00	1	0.00	0	0.00	0	50.00	1
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WARC1	Warrant Fee - Constable Pct. 1	64.11	2	0.00	0	0.00	0	64.11	2
WPOSS	Writ of Possession	295.00	60	5.00	1	(5.00)	1	295.00	62
WSF1	Constable #1 - Writ Service Fee	11,800.00	60	200.00	1	(200.00)	1	11,800.00	62

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	70,915.90	2,049	205.00	2	(205.00)	2	70,915.90	2,053

Commissioners Court - Regular Session **13.**

Meeting Date: 09/19/2023

Justice of the Peace 3 AUGUST 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, August 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 2023 - CCP103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/11/2023 09:18 AM
Form Started By: Mary Alcala		Started On: 09/08/2023 08:32 AM
Final Approval Date: 09/11/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared 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 August, 2023.

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 1th **day of** September **2023, to certify which witness my hand and seal of office.**

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2023 - 08/31/2023** 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	233.50
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	9,440.00
01-0100-0000-361200 - INTEREST, BANK DEPOSITS	L-004-3-01-0100-0000-361200: 01-0100-0000-361200 - Interest, Bank Deposit	0.14
	0100 - General Fund Total:	**9,673.64**
	Fee Totals for All Funds:	**9,673.64**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2023 - 08/31/2023** 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	3	0.00	0	0.00	0	10.00	3
CCOP	Civil Copies	51.50	15	0.00	0	0.00	0	51.50	15
CERT	Certified Copy	13.00	2	0.00	0	0.00	0	13.00	2
CONT3	Constable Service Fee Pct #3	5,840.00	55	0.00	0	0.00	0	5,840.00	55
IN	Interest	0.14	1	0.00	0	0.00	0	0.14	1
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	25.00	5	0.00	0	0.00	0	25.00	5
WPOSS	Writ of Possession	80.00	16	0.00	0	0.00	0	80.00	16
WSF3	Constable #3 - Writ Service Fee	3,600.00	18	0.00	0	0.00	0	3,600.00	18
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		9,673.64	118	0.00	0	0.00	0	9,673.64	118

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2023 - 08/31/2023** 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	5,206.85
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	1,122.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	217.25
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	10,271.49
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	1,048.41
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	77,309.72
	0100 - General Fund Total:	**95,180.72**
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	195.66
	0361 - JP Security Fund Total:	**195.66**
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	244.57
	0367 - JP-3 Truancy Program Fund Total:	**294.57**
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	195.63
	0372 - Justice Court Technology Fund Total:	**195.63**

Payment Report - G/L and Fund Summary

Transaction Date: **08/01/2023 - 08/31/2023** 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	91.84
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,916.51
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	191.61
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	287.46
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	275.15
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	2.43
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	362.23
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	95.83
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	23.45
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	848.80
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	3,205.47
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	95.21
	0399 - State Agency Fund Total:	**7,395.99**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	2,397.00
	JP BOND Total:	**2,397.00**
	Fee Totals for All Funds:	**105,659.57**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2023 - 08/31/2023** 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
AFDPS	Arrest Fee - DPS (CCP 102.011)	158.38	45	0.00	0	0.00	0	158.38	45
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	76.19	26	0.00	0	0.00	0	76.19	26
CB	Cash Bond	2,397.00	8	0.00	0	0.00	0	2,397.00	8
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,916.51	72	0.00	0	0.00	0	1,916.51	72
CFINE	County Fine	77,309.72	654	0.00	0	0.00	0	77,309.72	654
CHS	Courthouse Security Fee (CCP 102.017)	146.69	73	0.00	0	0.00	0	146.69	73
CHSJC	JP Security Fee (CCP 102.017)	48.97	73	0.00	0	0.00	0	48.97	73
COLLFEE	Collection Agency Fee	5,206.85	92	0.00	0	0.00	0	5,206.85	92
COPIES	Certified Copies	23.00	4	0.00	0	0.00	0	23.00	4
COPY	Copies	1.50	1	0.00	0	0.00	0	1.50	1
DDF	Deferred Disposition Fee	10,186.27	90	0.00	0	0.00	0	10,186.27	90
FNTC1	Child Safety Seat Fine Trauma Center	23.45	1	0.00	0	0.00	0	23.45	1
IDF	Indigent Defense Fee (LGC 133.107)	95.83	72	0.00	0	0.00	0	95.83	72
JCTF	Justice Court Technology Fee (CCP 102.0173)	195.63	73	0.00	0	0.00	0	195.63	73
JFR	Jury Reimbursement Fee (CCP 102.0045)	191.61	72	0.00	0	0.00	0	191.61	72
JTP	Juvenile Truancy Program (CCP 102.0174)	244.57	73	0.00	0	0.00	0	244.57	73
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	45.92	70	0.00	0	0.00	0	45.92	70
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	45.92	70	0.00	0	0.00	0	45.92	70
JUSFC	Judicial Support Fund - County (LGC 133.105)	28.76	71	0.00	0	0.00	0	28.76	71
JUSFS	Judicial Support Fund - State (LGC 133.105)	258.70	72	0.00	0	0.00	0	258.70	72
MVF	Moving Violation Fee (CCP 102.022)	2.43	39	0.00	0	0.00	0	2.43	39
OMNI	OMNI Fee	169.78	40	0.00	0	0.00	0	169.78	40
OMNIC	OMNI Fee - County	113.15	40	0.00	0	0.00	0	113.15	40
OMNIS	OMNI Fee - State	565.87	40	0.00	0	0.00	0	565.87	40
SFC3	Service/Arrest Fee - Const. 3	30.00	5	0.00	0	0.00	0	30.00	5
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	3,205.47	8	0.00	0	0.00	0	3,205.47	8
SFOC	Service Fee - Out of County	21.50	3	0.00	0	0.00	0	21.50	3
STF	State Traffic Fee (TC 542.4031)	362.23	23	0.00	0	0.00	0	362.23	23

Payment Report - Fee Code Summary

Transaction Date: **08/01/2023 - 08/31/2023** 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
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TPC	Time Payment Fee - County	47.47	6	0.00	0	0.00	0	47.47	6
TPS	Time Payment Fee - State	47.74	7	0.00	0	0.00	0	47.74	7
TPWF	Texas P&W Fine	1,122.00	11	0.00	0	0.00	0	1,122.00	11
UFA	Uniform Traffic Act (TC 542.403)	39.22	24	0.00	0	0.00	0	39.22	24
WARC3	Warrant Fee - Constable Pct. 3	1,018.41	27	0.00	0	0.00	0	1,018.41	27
WCSO	Williamson County Sheriff	141.06	5	0.00	0	0.00	0	141.06	5
WFDPS	Warrant Fee - DPS	106.77	3	0.00	0	0.00	0	106.77	3

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	105,659.57	1,997	0.00	0	0.00	0	105,659.57	1,997

Commissioners Court - Regular Session **14.**

Meeting Date: 09/19/2023

Justice of the Peace 4 August 2023 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM AUG 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:44 AM
Form Started By: Veronica Bolander		Started On: 09/14/2023 10:24 AM
Final Approval Date: 09/14/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 14th day of September 2023, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
VERONICA BOLANDER
My Notary ID # 2676312
Expires October 29, 2023

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **08/01/2023 - 08/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		**83,498.49**	**83,498.49**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**83,498.49**	**83,498.49**
Tender Method Summary			
Tender Types	Cash	5,951.51	5,951.51
	Cashier's Check	10,415.00	10,415.00
	Certified Payments Credit Card	35,928.98	35,928.98
	Check	1,094.50	1,094.50
	Credit Card	17,443.00	17,443.00
	E-File Credit Card	11,933.50	11,933.50
	Money Order	732.00	732.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Deposit Date: **08/01/2023 - 08/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	100.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	443.13
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	284.75
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	50.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	7,309.39
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	8,120.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	98.33
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	509.25
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	36,212.13
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	594.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	2,890.74
	0100 - General Fund Total:	**56,611.72**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	15.59
	0361 - JP Security Fund Total:	**15.59**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	50.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	19.49
	0369 - JP-4 Truancy Program Fund Total:	**69.49**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	990.00
	0370 - Alternate Dispute Resolution Fund Total:	**990.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	15.59
	0372 - Justice Court Technology Fund Total:	**15.59**

Payment Report - G/L and Fund Summary

Deposit Date: **08/01/2023 - 08/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	7.80
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	155.92
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	12,740.02
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	420.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	15.59
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	23.39
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	224.17
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.20
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	60.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,499.17
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	7.80
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	7,642.04
	0399 - State Agency Fund Total:	**25,796.10**
	Fee Totals for All Funds:	**83,498.49**

Payment Report - Fee Code Summary

Deposit Date: **08/01/2023 - 08/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	38.33	10	0.00	0	0.00	0	38.33	10
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	184.68	44	0.00	0	0.00	0	184.68	44
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	25.00	5	0.00	0	0.00	0	25.00	5
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	784.40	182	0.00	0	0.00	0	784.40	182
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	12,740.02	240	0.00	0	0.00	0	12,740.02	240
2020CDF	Compliance Dismissal Fine	130.00	13	0.00	0	0.00	0	130.00	13
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	169.57	19	0.00	0	0.00	0	169.57	19
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,890.74	241	0.00	0	0.00	0	2,890.74	241
2020LTF	Local Traffic Fine (TC 542.403)	269.92	108	0.00	0	0.00	0	269.92	108
2020STF	State Traffic Fine (TC 542.4031)	4,499.17	108	0.00	0	0.00	0	4,499.17	108
2020TPF	Time Payment Fee CCP 102.030	509.25	52	0.00	0	0.00	0	509.25	52
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	9.49	2	0.00	0	0.00	0	9.49	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	100.00	1	0.00	0	0.00	0	100.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	155.92	4	0.00	0	0.00	0	155.92	4
CCOP	Civil Copies	4.00	4	0.00	0	0.00	0	4.00	4
CERT	Certified Copy	15.50	4	0.00	0	0.00	0	15.50	4
CFINE	County Fine	36,212.13	220	0.00	0	0.00	0	36,212.13	220
CHS	Courthouse Security Fee (CCP 102.017)	11.69	4	0.00	0	0.00	0	11.69	4
CHSJC	JP Security Fee (CCP 102.017)	3.90	4	0.00	0	0.00	0	3.90	4
CJS	Criminal Judicial Support Fee (LGC 103.105)	23.39	4	0.00	0	0.00	0	23.39	4
COLLFEE	Collection Agency Fee	443.13	4	0.00	0	0.00	0	443.13	4
CONT4	Constable Service Fee Pct #4	6,320.00	58	0.00	0	0.00	0	6,320.00	58
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
DDF	Deferred Disposition Fee	836.00	14	0.00	0	0.00	0	836.00	14
IDF	Indigent Defense Fee (LGC 133.107)	7.80	4	0.00	0	0.00	0	7.80	4
JCTF	Justice Court Technology Fee (CCP 102.0173)	15.59	4	0.00	0	0.00	0	15.59	4
JFR	Jury Reimbursement Fee (CCP 102.0045)	15.59	4	0.00	0	0.00	0	15.59	4

Payment Report - Fee Code Summary

Deposit Date: **08/01/2023 - 08/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
JTP	Juvenile Truancy Program (CCP 102.0174)	19.49	4	0.00	0	0.00	0	19.49	4
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
MVF	Moving Violation Fee (CCP 102.022)	0.20	2	0.00	0	0.00	0	0.20	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	990.00	198	0.00	0	0.00	0	990.00	198
SB41JCSF	Justice Court Support Fund	4,950.00	198	0.00	0	0.00	0	4,950.00	198
SB41LAF	Language Access Fund - LGC 135.155	594.00	198	0.00	0	0.00	0	594.00	198
SB41SCF	State Consolidated Fee	420.00	20	0.00	0	0.00	0	420.00	20
SCH	School District Fine	50.00	1	0.00	0	0.00	0	50.00	1
SFC4	Service/Arrest Fee - Const. 4	10.00	2	0.00	0	0.00	0	10.00	2
SFMCWV	State Fine - Motor Carrier Weight Violation	7,642.04	4	0.00	0	0.00	0	7,642.04	4
STF	State Traffic Fee (TC 542.4031)	60.00	2	0.00	0	0.00	0	60.00	2
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TFC	Traffic	6.00	2	0.00	0	0.00	0	6.00	2
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	7.80	4	0.00	0	0.00	0	7.80	4
TPWF	Texas P&W Fine	284.75	6	0.00	0	0.00	0	284.75	6
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WF	Warrant Fee	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	30.00	6	0.00	0	0.00	0	30.00	6
WSF4	Constable #4 - Writ Service Fee	1,800.00	9	0.00	0	0.00	0	1,800.00	9
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		83,498.49	2,024	0.00	0	0.00	0	83,498.49	2,024

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 8/01/2023-8/31/2023

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$2,890.74	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,011.76		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,032.41		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$825.92		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$20.65		**01.0100.0000.342853**	**County Jury Fund Fee**	0.714300%
Percentage Distribution Total:	$2,890.74	$2,890.74			100.000000%
Collected	**$2,890.74**				

Commissioners Court - Regular Session **15.**

Meeting Date: 09/19/2023

Taylor FD ESO

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action acknowledging the City of Taylor's adoption of a resolution to extend its Taylor Fire Department service area to areas formerly served by the Taylor Volunteer Fire Department (a/k/a Avery Pickett Fire Department), as identified in Exhibit "A" of the City of Taylor Resolution R23-29 as "Uncovered Avery Pickett".

Background

In August of 2023, Williamson County terminated the Avery Pickett Fire Department in accordance with the terms of the First Amended and Restated Emergency Services Organizations Agreement. The City Council of the City of Taylor, Texas approved and adopted a resolution to extend its Fire Department service area to areas formerly served by the Taylor Volunteer Fire Department (a/k/a Avery Pickett Fire Department) identified in Exhibit "A" of the resolution as "Uncovered Avery Pickett". The City of Taylor will now provide fire suppression, rescue, and EMS first response services to such areas previously covered by Avery Pickett Fire Department. Fire code enforcement, and fire investigation services will remain under the jurisdiction of the Williamson County Fire Marshal until such time when the areas may be annexed by the City of Taylor.

The First Amended and Restated Emergency Services Organizations Agreement sets forth that, in the event an Emergency Service Organization (ESO) is terminated and another ESO agrees to cover and respond to all or parts of the response district of the terminated ESO, the agency accepting such terminated ESO's response district or portions thereof will be entitled to an appropriate share of funds from Williamson County based on the reimbursement formula set forth in the First Amended and Restated Emergency Services Organizations Agreement and that such share of funds shall start on the next scheduled payment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Taylor Resolution

Taylor FD Service Area Map

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/11/2023 09:19 AM
Form Started By: Hal Hawes		Started On: 09/08/2023 04:52 PM
Final Approval Date: 09/11/2023		

RESOLUTION R23-29

A RESOLUTION OF THE CITY OF TAYLOR, TEXAS EXTENDING THE BOUNDARIES OF ITS FIRE DEPARTMENT SERVICE AREA TO INCLUDE AREAS FORMERLY SERVED BY THE TAYLOR VOLUNTEER (AVERY PICKETT) FIRE DEPARTMENT.

WHEREAS, the City of Taylor, Texas intends to extend its fire department service area to include the areas formerly served by the Taylor Volunteer (Avery Pickett) Fire Department.

WHEREAS, the Taylor Volunteer (Avery Pickett) Fire Department has disbanded leaving those areas without fire protection.

WHEREAS, the City will be compensated in accordance with the Williamson County Emergency Service Organizations agreement.

WHEREAS, the City Council has determined it to be in the best interest of the City to extend fire department services to these areas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS:

Section 1. The City of Taylor will extend its Fire Department service area to areas formerly served by the Taylor Volunteer (Avery Pickett) Fire Department identified in Exhibit "A" as "Uncovered Avery Pickett".

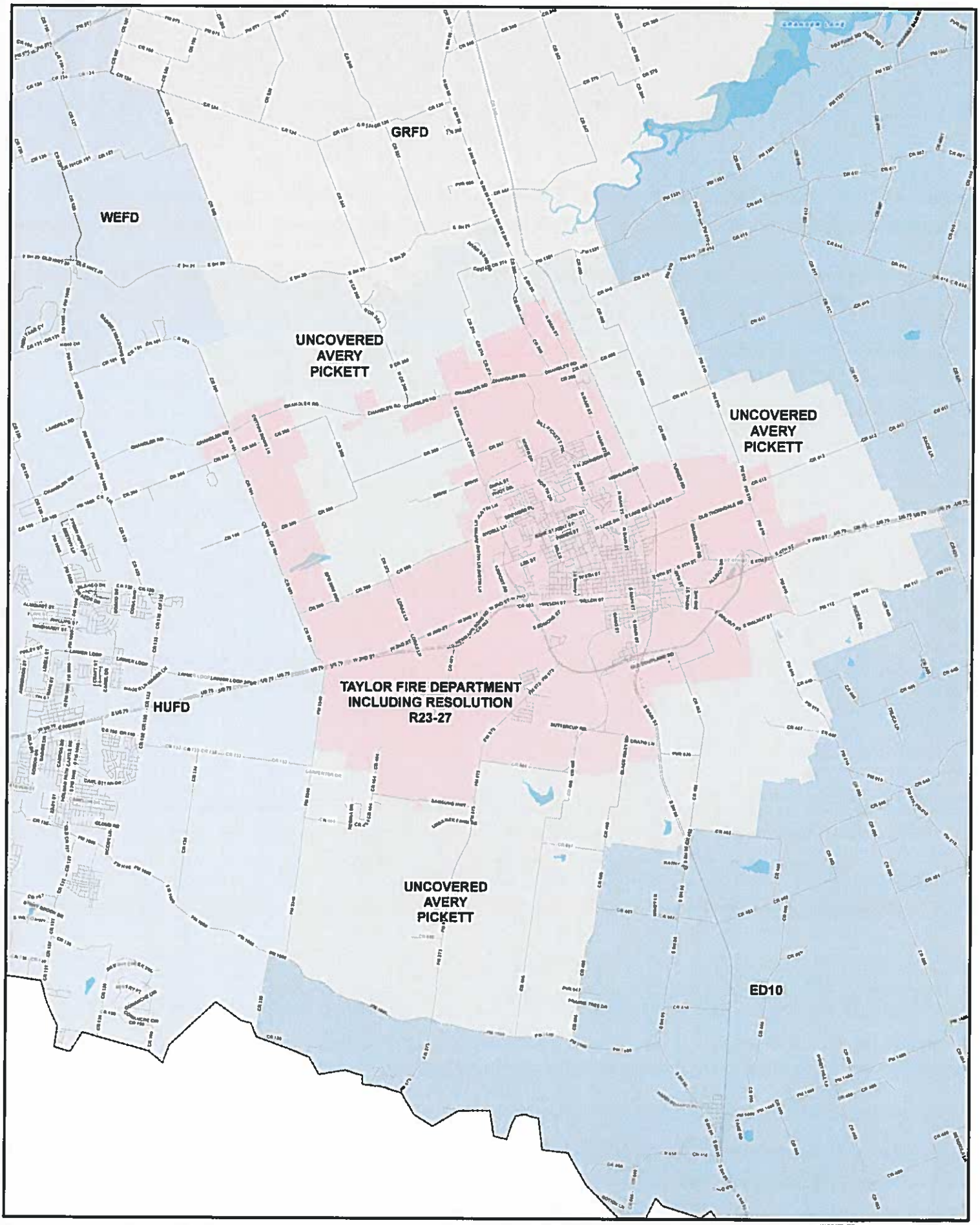
Section 2. The City of Taylor will provide fire suppression, rescue, and EMS first response services to these areas. Fire code enforcement, and fire investigation services will remain under the jurisdiction of the Williamson County Fire Marshal until such time when the areas may be annexed by the City.

PASSED AND APPROVED this 24th day of August 2023.

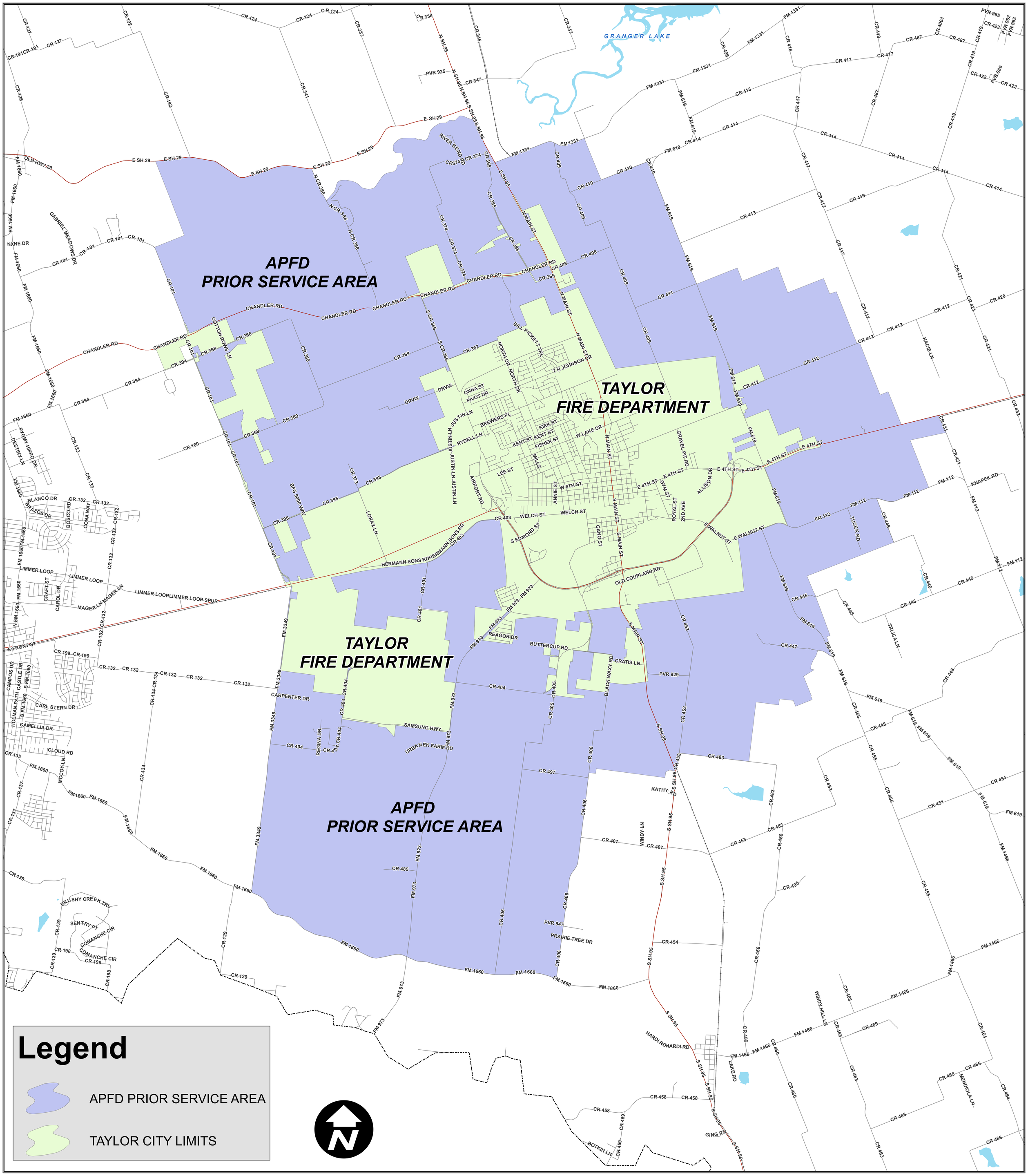
Brandt Rydell
Mayor

ATTEST:

Dianna McLean
City Clerk



Uncovered Avery Pickett
Williamson County, Texas



Uncovered Avery Picket FD
Williamson County, Texas

0 0.375 0.75 1.5 2.25 3 Miles

0 0.5 1 2 3 4 Kilometers

Commissioners Court - Regular Session **16.**

Meeting Date: 09/19/2023

Williamson County Expo Center License Agreement with WCLA

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the License and Use Agreement between Williamson County Texas and the Williamson County Livestock Association (WCLA) in relation to the granting of a license for WCLA's use of the Williamson County Exposition Center.

Background

Pursuant to Tex. Local Gov't Code § 319.004 and in consideration of furthering the public purpose associated with a youth livestock show that benefits Williamson County, Texas and its residents, the proposed License Agreement will grant, subject to the terms and provisions thereof and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended), to the Williamson County Livestock Association, Inc. permission to use areas of the Williamson County Exposition Center for the purpose of holding a youth livestock show. Agreement has been coordinated with Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County License Agreement with WCLA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/11/2023 09:19 AM
Form Started By: Russell Fishbeck		Started On: 09/08/2023 01:08 PM
Final Approval Date: 09/11/2023		

WILLIAMSON COUNTY EXPOSITION CENTER

LICENSE AGREEMENT

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE AGREEMENT ("Agreement") is made and entered into, effective as the date of the last party's execution herein-below, by and between Williamson County, Texas, a political subdivision of this state of Texas (hereinafter sometimes referred to as "Licensor", "Williamson County" or "County") and the Williamson County Livestock Association, Inc., a Texas non-profit corporation (hereinafter referred to as "Licensee") for the purposes set out herein.

1. Pursuant to *Tex. Local Gov't Code § 319.004* and in consideration of furthering the public purpose associated with a youth livestock show that benefits Williamson County, Texas and its residents, Williamson County does hereby grant, subject to the terms and provisions hereof and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended), to Licensee permission to use the area or real property specified in Exhibit "A" for the purpose of holding a youth livestock show. Exhibit "A" is incorporated herein as if copied in full. Licensee's use is restricted to the below named areas including the use of the parking area adjacent to the reserved premises, and any avenues of ingress and egress to the premises and such parking areas.

2. The term of occupancy granted to Licensee for each of its events by this Agreement shall be on the dates and times indicated below:

	Event Dates	Move-In Day and Time	Move-Out Day and Time
a.	December 2-10, 2023	December 2 @ 6:00 am	December 10 @ 8:00 pm;
b.	December 8-15, 2024	December 8 @ 6:00 am	December 15 @ 8:00 pm;
c.	December 7-14, 2025	December 7 @ 6:00 am	December 14 @ 8:00 pm;

3. FACILITY: Williamson County retains control and management of the Williamson County Exposition Center at all times and shall have the right at all times to enforce all rules and regulations described herein and shall have the right to eject any or all persons who fail or refuse to comply with the rules and regulations. Williamson County Exposition Center Management employees are responsible for management and maintenance of the facilities and shall have the right to access the facilities at any time during any event. Licensee shall treat the Williamson County Exposition Center and its staff with respect and take all steps necessary to maintain the facility in the same condition that it was in prior to Licensee's use.

4. LIVESTOCK SHOW SALE: The Licensee may also conduct an auction in conjunction with the livestock show conducted by Licensee during the prior week's event and may award cash and prizes to the stock show participants.

5. LIVESTOCK SHOW PARTICIPANTS: For each event held by Licensee, the Licensee may only allow participants of the livestock show to be bona fide members of a 4-H Club

or FFA Chapter in Williamson County. Such participants must be enrolled in, and attending, public or private and/or home school elementary or secondary school and must either reside in and/or be enrolled in, and attending, public or private and/or home school elementary or secondary schools in Williamson County. In determining eligibility by school enrollment, a private or charter school must be physically located in Williamson County and a public school district must have its district office located in Williamson County.

6. ADVERTISING, EVENT MARKETING AND SPONSORSHIPS: Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center Management. Williamson County Exposition employees shall not be responsible for event promotion. The Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Exposition Center.

   In the event Licensee obtains sponsorships and publishes, advertises or places the names of sponsors on signage, Licensee shall list the "Williamson County Exposition Center" among the top tier level sponsors listed in all such publications, advertisements and signage.

7. EVENT STAFFING: Licensee shall provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the License & Use Agreement. A Williamson County Exposition Center employee may be on site or on call while facilities are occupied. Staff presence will be determined on an event by event basis and finalized during planning meetings.

8. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any the facilities without prior written authorization of Williamson County Exposition Center Management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

9. FLOOR/AREA PLANS: Licensee shall submit floor / area plans to Williamson County Exposition Center Management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, etc. Management will work with each Licensee on parking spaces, loading and unloading spaces, specific needs, requirements to ensure compliance with fire safety standards and facility requirements.

10. MOVE-IN/MOVE-OUT: Licensee's events must begin and end in accordance with the contracted times and dates set out herein. Move-in/Move-out days shall occur on the days and times as set out herein. Licensee may submit requests, in advance, for additional days or hours outside of the stated Move-in/Move-out days and times and the Williamson County Exposition Center's Manager will either deny or accept such requests, at his or her sole discretion.

11. CANCELATIONS BY LICENSEE: Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in Williamson County Exposition Center Policies.

12. CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case the Property or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the agreement difficult or impossible to perform and/or (f) if the Property is needed for public necessity or emergency use as determined by Williamson County.

13. INSURANCE REQUIREMENTS: Upon Licensee's execution of this Agreement, Licensee shall provide the Williamson County Exposition Center Manager with a Certificate of Insurance ensuring compliance with the insurance requirements set out herein. Licensee shall carry Commercial General Liability Insurance for all events at the Williamson County Exposition Center in accordance with the following coverage requirements:

    a. One million dollar ($1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar ($2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury.
    b. Damages to Rented Premises coverage in the minimum amount of $100,000;
    c. Medical Expenses coverage in the minimum amount of $10,000;
    d. The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
    e. The policy must list the dates of use (including move-in/move-out);
    f. The policy must name of the event under description of operations; and
    g. **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

14. SETUP AND TEAR DOWN: Williamson County will perform pre-event deconstruction and post-event construction of horse stalls required to produce the barn area for small animal pens and show ring(s). Williamson County will provide and position an announcer stand and temporary bleachers for seating. Williamson County will be responsible for erecting the expo hall stage. Licensee shall be responsible for setting up and tearing down all livestock panels for the beef area, small animal pens, expo hall tables, chairs, personal property and any other Williamson County Exposition Center's equipment used for Licensee's event. All items shall remain in the condition they were in prior to the event, reasonable wear and tear excepted. Licensee shall be responsible for any damages beyond reasonable wear and tear, as determined by Williamson County, and shall pay Williamson County for any such damages immediately upon demand and presentment of an invoice.

Upon completion of Licensee's event and prior to the contracted move-out time, all livestock panels, tables, chairs, personal property and any other Williamson County Exposition Center's equipment used by Licensee must be placed back in the storage area in which they were originally located prior to the event.

15. LIVESTOCK PANELS: If the Williamson County Exposition Center has access to or possession of any livestock panels for use, then the panels will be provided to the Licensee at no cost. Otherwise, the Licensee is responsible for obtaining all panels for the event.

16. CLEANING: Williamson County will schedule a third-party janitorial company to maintain the restrooms and indoor facilities during the high occupancy times of Licensee's event and all costs associated with such maintenance and janitorial services shall be billed to and paid by Licensee. Licensee will be provided with a copy of the invoice from the County's janitorial service company that sets forth exact number of hours billed for Licensee's event including a final restroom janitorial cleaning after the event and the existing contract rate, without markup, charged for such services.

    Williamson County Exposition Staff will be responsible for all paper and plastic trash pickup, disposal and haul-off.

    Licensee shall pay Williamson County for fur trap drain cleaning following each event. Williamson County will ensure that the fur trap drain is operating properly and contains sufficient capacity prior to each of Licensee's events. As of the Effective Date of this Agreement, fur trap drain cleaning cost is approximately $475.00. Williamson County will charge License for such cleaning at cost without markup to Licensee.

    General cleaning is the responsibility of the Licensee in all licensed areas after an event. Areas contracted for use by Licensee hereunder should be left in the state that they were found prior to the Licensee's event. If the Licensee fails to complete clean-up after an event, the Licensee shall pay, immediately upon demand and presentment of an invoice, for all cleaning expenses incurred by Williamson County. The Williamson County Exposition Center is not responsible for any items left in the building after an event.

17. FREIGHT: Any freight delivered before an event must have permission from the Williamson County Exposition Center Management. Any freight left after an event move-out date or time will be charged a fee of $100 per day. Deliveries for Event Coordinators may be accepted by Williamson County employees with prior approval by Facilities Management.

18. FIRST AID: Licensee may be required to provide, at Williamson County Exposition Center Management's discretion, certified first aid personnel during the Agreement term. Licensee assumes total responsibility for the qualifications and actions of these first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with Williamson County Exposition Center management office by the close of the event each day.

19. SECURITY: Uniformed peace officers are required at all events having alcohol, any event having over 500 guests and/or at the discretion of the Williamson County Exposition Management. Officers must be scheduled by Licensee and must be paid individually by Licensee at the commencement of the event. Alcohol may not be served until officers have arrived and are in place. The uniformed officer(s) is not a guest of the event or Licensee. The uniformed officer(s) purpose of being present at the event is to provide security for the event.

20. PHOTOS: Williamson County Exposition Center Management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center Management for educational or promotional materials. Williamson County may not sell any photos taken during Licensee's event. Williamson County agrees that it shall not take or use photos of the Licensee's livestock show backdrop or taken from inside the show arena unless agreed to, in advance, by Licensee. Licensee hereby acknowledges the need to market and advertise Williamson County Exposition Center's events in order to promote the Williamson County Exposition Center and obtain other events and, with such need in mind, Licensee hereby agrees to cooperate with Williamson County and provide photos or other materials to Williamson County, without fee, for such purposes if Williamson County is not allowed to take photos inside the show arena during Licensee's events.

21. ALCOHOL POLICY: Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required by Williamson County. The Licensee must provide security for any events serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited in all facilities for any event. The Approved Alcohol Vendor/ Concessionaire may be charged a percentage of the gross sales. All alcohol sales shall be stopped at a minimum of 30 minutes prior to the scheduled end of your event; provided, however, all alcohol sales may be stopped sooner if deemed necessary by Williamson County.

22. CONCESSIONS AND CATERING:

    A. Concessions: Concessions must be provided exclusively by Williamson County's concessionaire for the Williamson County Exposition Center if the Williamson County Exposition Center is under an exclusive concessionaire agreement at the time of the Licensee's event. However, if Williamson County does not have an exclusive concessionaire agreement for the Williamson County Exposition Center at the time of Licensee's event, Licensee may contract separately with a concessionaire provided that such concessionaire is approved by Williamson County.

    B. Catering: Licensee must follow the catering permit process with the Williamson County Exposition Center. Due to Licensee's event being for a public purpose and being authorized pursuant to *Tex. Local Gov't Code § 319.004*, Williamson County waives its standard surcharge relating to catering. However, all other catering

regulations relating to a catering permit will apply. Cooking on the premises is allowed only by approval of the Williamson County Exposition Center Manager.

23. FEE EVENTS: If, during a contracted event period, Licensee would like to conduct a concert, dance or other event that members of the general public can attend upon purchase of a ticket, Licensee must request the consent of Williamson County. If Williamson County agrees to allow such concert, dance or other event, the terms and conditions for any such concert, dance or other event shall be set out in a written supplemental agreement to this Agreement and be executed, in advance, by both parties.

24. DECORATIONS: The Licensee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or balloons are not allowed on the grounds or in our facilities. All decorations hung from ceilings or that require the use of equipment must be done by Expo Staff and be delivered no less than 72 hours prior to the event with instruction on where to place. Decorations hung by staff are subject to a decoration fee.

25. CANDLES AND OPEN FLAMES: Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the Williamson County Exposition Center Manager and must comply with Section 308.3. No pyrotechnics inside.

26. FOG AND SMOKE MACHINES: Use of fog or smoke machines is restricted to outside only. Inside use is prohibited

27. AUTOMOBILES: Automobiles will not be allowed in the Williamson County Exposition Center Exposition Hall without written authorization at least two weeks prior to your event. All Williamson County and state fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

28. EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies arising out of Fire Code issues will be decided upon by the Williamson County Exposition Center Management.

29. ELECTRICAL: Due to Licensee's event being for a public purpose and being authorized pursuant to *Tex. Local Gov't Code § 319.004*, Williamson County shall provide electricity for Licensee's event at no cost to Licensee. If special arrangements are necessary for Licensee's event, Licensee must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office 30 days prior to the event.

30. ANIMALS: Licensee utilizing a Williamson County Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several Williamson County Facilities, refer to specific facility information; service dogs are the exception. As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

31. ANIMAL BEDDING: Licensee may either allow participants to bring in their own bedding (limited to flaked and pelleted shavings) or Licensee may choose to be the sole provider or provide a vendor for flaked and pelleted bedding and, in such case, all participants in Licensee's event shall purchase animal bedding solely from Licensee or Licensee's vendor. If Licensee chooses to be the sole provider of bedding, Licensee shall be responsible for the purchase and delivery of all bedding from a third-party vendor for its resale to participants.

    Licensee agrees to pay Williamson County a flat fee of **$3,250.00** to pay for the costs associated with the clean-up, removal and haul-off of all shavings and the pre-event de-construction and post event construction of horse stalls required to produce the barn area for small animal pens and show ring(s).

    Licensee shall be obligated and responsible for ensuring that only flaked and pelleted shavings are used at the Williamson County Exposition Center Facility. Licensee hereby agrees to pay Williamson County any additional clean-up and removal costs incurred by Williamson County for any use of animal bedding that is not flaked and pelleted shavings.

32. NIGHT WATCHMAN: Licensee shall provide, at Licensee's expense, a night watchman from 10:00 p.m. to 6:00 a.m. each night during which animals are on the premises.

33. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable city, state, and federal governmental agencies, laws, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.

    Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensees shall comply with all posted rules within the Expo Facility and must act in good faith and cooperate with Williamson County.

34. GLASS CONTAINERS: Glass drinking containers are not permitted in any Williamson County Exposition Center Facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the Arena, Barns, or Parking Lot.

35. FLAMMABLE AND HAZARDOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited in the Williamson County Exposition Center's Indoor Expo Hall, Show Office/ Event Office, Ron Morrison Meeting Room and Catering Kitchen. This includes; but is not limited to gasoline, kerosene and propane.

36. OPEN CARRYING OF FIREARMS: The carrying of firearms shall be pursuant to and in compliance with current Texas law.

37. HAZARDOUS WASTE: The Licensee agrees, at all material times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify Facilities Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by Facilities Management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center Management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by County. Such fine or penalties shall be imposed by Facilities Management for each infraction and Licensee shall be deemed in material breach of the License & Use License & Use Agreement and subject to immediate termination of the License & Use License & Use Agreement and removal from the property.

38. INDEMNIFICATION : TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND INSURERS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND DEMANDS, INCLUDING COURT COSTS, ATTORNEY'S FEES AND EXPENSES, DUE TO INJURIES, LOSSES OR DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH THE LICENSEE'S EVENT, PURSUANT TO THE LICENSE & USE LICENSE & USE AGREEMENT, IF ANY SUCH INJURY, LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY, OR IS CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY, THE ACT, OMISSION, ERROR, MISTAKE NEGLIGENCE, OTHER FAULT OF LICENSEE, ANY OFFICER, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE LICENSEE, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE LICENSEE, OR ANYONE FOR WHOSE ACTS THE LICENSEE MAY BE LIABLE; PROVIDED, HOWEVER, THAT EXCEPT FOR WORKER'S OR WORKMEN'S COMPENSATION, DISABILITY BENEFITS OR OTHER SIMILAR EMPLOYEE BENEFIT CLAIMS, LICENSEE IS NOT OBLIGATED TO INDEMNIFY THE COUNTY HEREUNDER FOR THAT PORTION OF ANY CLAIMS, DAMAGES, LOSSES, DEMANDS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY GROSSLY NEGLIGENT ACT OR OMISSION

OF THE COUNTY, OR ITS OFFICERS, AGENTS OR EMPLOYEES. LICENSEE'S INDEMNIFICATION OBLIGATION HEREUNDER SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS SECTION. WITH RESPECT TO ANY AND ALL CLAIMS AGAINST THE COUNTY OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS BY ANY EMPLOYEE OF LICENSEE OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY LICENSEE, OR ANYONE FOR WHOSE ACTS LICENSEE MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION DESCRIBED ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE LICENSEE, UNDER WORKER'S OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A "PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPARATIVE BASIS IN A LIVESTOCK SHOW".

39. USE OF COUNTY EQUIPMENT: Without prior coordination and agreement of the Williamson County Exposition Center Manager, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County Government.

40. INTELLECTUAL PROPERTY: Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event. LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. THE WILLIAMSON COUNTY GOVERNMENT LOGO MAY NOT BE USED ON ANY PROMOTIONAL MATERIAL WITHOUT THE EXPRESS WRITTEN CONSENT OF WILLIAMSON COUNTY COMMISSIONERS COURT.

41. LIABILITY AND LIMITATIONS OF PARKING: Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Licensees are responsible for requesting designated parking. Guests of the Williamson County Exposition Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

42. LIMITATIONS OF LIABILITIES: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WILLIAMSON COUNTY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM THE USE OF THE

WILLIAMSON COUNTY EXPOSITION CENTER, HOWEVER ARISING, INCLUDING FAILURE OF VOICE OR DATA LINES, EVEN IF WILLIAMSON COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WILLIAMSON COUNTY LIABILITY WILL IN NO EVENT EXCEED THE AMOUNT RECEIVED UNDER THIS AGREEMENT FOR DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE LICENSE & USE AGREEMENT. USERS OF WILLIAMSON COUNTY EXPOSITION CENTER ARE ADVISED TO PROCURE EVENT CANCELLATION INSURANCE. WILLIAMSON COUNTY WILL NOT ASSUME LIABILITY FOR CANCELLATION DUE TO EMERGENCIES OR UNFORESEEN CIRCUMSTANCES. RECOVERY UNDER SUCH CIRCUMSTANCES SHALL BE LIMITED TO THE AMOUNT OF LICENSE & USE FEES PAID UNDER THE LICENSE & USE AGREEMENT. WILLIAMSON COUNTY EXPOSITION CENTER SHALL NOT BE RESPONSIBLE FOR ANY LOSS RESULTING FROM ANY LACK OF HEAT, WATER OR LIGHTS DUE TO AN ACT OF GOD OR FAILURE OF EQUIPMENT TO OPERATE PROPERLY THROUGH NO FAULT OF THE WILLIAMSON COUNTY EXPOSITION CENTER.

43. LOST OR STOLEN ITEMS: Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Williamson County Exposition Center premises. Williamson County Exposition Center Management will accept lost and found articles for distribution during normal business hours. In addition, Williamson County Exposition Center Management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County Facility shall be the responsibility of the Licensee. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the License & Use Agreement. Licensee assumes all responsibility for any goods or material, which may be placed in County's storage before, during, or after an Event.

44. PARKING LOTS AND ROADWAYS: It is the Licensee's responsibility to coordinate with Facilities Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.

45. HELIUM BALLOONS: Helium balloons may not be distributed or sold inside the facility. With prior approval of the Facility Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.

46. RV PARK AND RV PARKING: Event camping or use of RVs at a Williamson County Exposition Center shall only be allowed in designated areas for camping and parking of RV's. Williamson County hereby agrees to provide Licensee with 3 RV sites to be used during each of Licensee's events. Williamson County Exposition Center Management will work with Licensee to determine location, additional fees and number of spaces for any additional RV sites to be allocated. All revenue generated from the Williamson County Exposition Center RV Park will be collected and retained by Williamson County.

47. RESPONSIBILITY: Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event.

48. CAPACITY: Licensee shall not admit to the Premises a larger number of persons than the seating capacity thereof. The ruling of the Williamson County Exposition Center Manager on this question shall be final.

49. SMOKING: No smoking is allowed inside the Williamson County Exposition Center buildings.

50. COUNTY PROPERTY: Licensee assumes responsibility for any items borrowed from the Williamson County Exposition Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be charged to Licensee and immediately paid upon demand.

51. MEDIA RIGHTS: Williamson County Exposition Center reserves the rights and privileges for outgoing television and radio broadcast originating from the Williamson County Exposition Center during the term of this agreement. Should the Williamson County Exposition Center grant Licensee such privilege, Williamson County Exposition Center has the right to require advance payment of any estimated related cost to Williamson County Exposition Center and may also require payment for said privilege in addition to License & Use fee. The grant of such privilege must be in writing and obtained from the Williamson County Exposition Center Manager in advance of the broadcast date.

52. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of Williamson County. This provision does not apply to the Williamson County Youth Fair. Licensee may allow the Williamson County Youth Fair to conduct its program at the Williamson County Exposition Center concurrently with Licensee's events.

53. GOVERNING LAW & VENUE: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

54. FORCE MAJEURE: In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

55. SEVERABILITY: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be

construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

IN WITNESS WHEREOF, Williamson County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has Licensee, 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 AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

LICENSOR

WILLIAMSON COUNTY, TEXAS

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

Date: _____ ____, 20____

LICENSEE

WILLIAMSON COUNTY LIVESTOCK ASSOCIATION, INC.

By: _____

Printed Name: **Brad A Noack**

Title: **President**

Date: **September** **7**, 20**23**

Exhibit “A”

- Indoor Expo Hall
- Outdoor Covered Expo
- Main Covered Arena
- Covered Warm-up Arena
- Show Office/ Event Office
- Ron Morrison Meeting Room
- Catering Kitchen
- Pavilion (Upon Completion)

Commissioners Court - Regular Session **17.**

Meeting Date: 09/19/2023

Rachael Ray No-Kill Grant Request

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action on allowing the Regional Animal Shelter to submit a grant to the Best Friends' Rachael Ray No-Kill Excellence Grant.

Background

The Rachael Ray No-Kill Excellence Grants fund projects that help no-kill organizations maintain their lifesaving while also assisting other organizations in their community reach the 90% threshold. These grants celebrate groups that are leading the movement through innovative partnerships, mentorships, and progressive collaborations within their community.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RachaelRayNo-KillExcellence

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/11/2023 09:18 AM
Form Started By: Misty Valenta		Started On: 09/07/2023 04:44 PM
Final Approval Date: 09/11/2023		

*By default, the security validation time-out value in Windows SharePoint Services is set to 30 minutes. That is, if 30 minutes pass before the user clicks **Save and Close** to submit data to the server, the user must reenter the data and then resubmit that data to the server.*

Grants Management Request Questionnaire

BackGround Information

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

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

Grant Title/Project Name: *
Saving Both Lives

Department: *
Animal Services

Requestor: *
Misty Valenta x

Contact Email: *
mvalenta@wilco.org

Contact Phone Number: *
mvalenta@wilco.org

Start Date: *
12/1/2023

End Date: *

12/1/2024

Please select request category: *

- [ ] Asset
- [x] Personnel
- [x] Service
- [ ] Specify your own value:

If other, please specify category

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

A grant from the Best Friends Animal Society would expand the reach and lifesaving of the animal shelter and partner nonprofits. A Foster Coordinator will assist members of human service-focused nonprofits to find a cat or dog to foster to help not only that animal, but also that human heal. The grant would purchase software to help maintain the database of fosters and animals. The grant would also assist in medical costs associated with fostering.

Select the type of grant your department is applying for:

- [ ] Federal
- [ ] State
- [ ] Local
- [ ] Federal Pass-thru
- [x] Private Foundation

What is the amount of the grant?

$60,000

Please provide a breakdown of the total cost above.

$700 Foster Keeper Software

$10,8000 Vidaah telemedicine for veterinary care

$4,500 kitten and dog supplies for fosters

$44,000 Foster Coordinator position

Is there a match requirement?

- ( ) Yes
- (•) No

Does the grant cover the cost of the request 100%?

- ( ) Yes
- (•) No

If not, how much is left unpaid?

$24,000

What is the plan to obtain grants/funds for the remaining amount?

The last $24,000 needed to complete this project will come from the Animal Shelter General Donation fund

Other Request Questions Only

List other similar items in the County and/or region and if they available for use?

na

How is this item request different from any similar assets currently in the County and/or region?

The county does not have similar assests

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?

The county does not have access to foster software or telemedical veterinary services

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?

1

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?

Less animals in the shelter means less capacity issues. This will save on staffing and budget lines needed for animal care within a shelter.

Where will the item be stored?

online

What is the useful life of the item?

one year subscription

Will a replacement be requested from general funds when useful life has been exhausted? (OR)

- (●) Yes
- ( ) No

OR = category Other Request

Does this item require insurance coverage?

- ( ) Yes
- (●) No

Will this item require any form of licensing?

- ( ) Yes
- (●) 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?

Donations

Budgetary Impact

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

If we can grow the foster program, there will be less budgetary need for medical and janitorial.

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

none

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

na

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

Creating a better shelter able to serve more animals with less crowding. Plus, another way the county can engage with the community members who need us the most.

Save Cancel

When finished, please print and upload the form to the Agenda.

This document(s) may contain personal or privileged information and should be treated with due care. If you are not the intended recipient or believe that you have received this document(s) in error, do not copy, disseminate or otherwise use the information and contact the owner/creator or your Privacy Act officer regarding the document(s).

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Commissioners Court - Regular Session **18.**

Meeting Date: 09/19/2023

Authorize Issuing Advertisement for RFP #23RFP97 for Preservation, Imaging, and Indexing Services of District Clerk Files for District Clerk

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Preservation, Imaging, and Indexing Services of District Clerk Files, under RFP #23RFP97.

Background

The Williamson County District Clerk is seeking proposals for preservation, imaging, and indexing services for permanent retention and historical case files, including civil, criminal, family, minutes of the Court, and tax files. The project goal is to preserve original records, eliminate/reduce manual searches, expedite searches, and protect originals by reducing daily use. The expenditure will be charged to 01.0387.0387.004550, 01.0390.0390.004550, 01.0386.0386.004550, 01.0388.0388.004550 as per FY24 budget. Department contact is Lisa David.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/07/2023 04:39 AM
County Judge Exec Asst.	Becky Pruitt	09/07/2023 08:42 AM
Form Started By: Misty Brooks		Started On: 09/05/2023 03:49 PM
Final Approval Date: 09/07/2023		

Commissioners Court - Regular Session **19.**

Meeting Date: 09/19/2023

RFP #23RFP55 for Computer-Aided Dispatch, Mobile Data System and Law Enforcement Records

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for computer-aided dispatch, mobile data system and law enforcement records management system software for Williamson County under RFP #23RFP55. Funding Source is P604.

Background

Williamson County (County) is requesting fixed price proposals with the intent of awarding a contract for a computer-aided dispatch (CAD), mobile data system (MDS) and Law Enforcement Records Management System (LERMS) software to be utilized in emergency communications centers and by emergency responders in the field. Funding Source: P604. Department Point of Contact: Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:27 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:08 AM
Form Started By: Brenda Fuller		Started On: 09/06/2023 12:22 PM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **20.**

Meeting Date: 09/19/2023

Approval of Acknowledgement Form for Microsoft Volume Licensing for Information Systems

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 Acknowledgment form #2023275 between Williamson County and Microsoft and authorizing the execution of the form.

Background

Approval of this Acknowledgment Form will allow Microsoft to correct a previously made order of the commercial Azure item on the billing enrollment instead of the Gov Azure item, with no cost involved. Microsoft is requiring this Acknowledgment Form to be signed in order for them to correct the error. A signature is all that is required. The department point of contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Microsoft Acknowledgement Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/14/2023 08:17 AM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:09 AM
Form Started By: Mary Watson		Started On: 09/07/2023 01:00 PM
Final Approval Date: 09/14/2023		

Purpose: "Microsoft and our mutual partnership runs on trust. Our commitment to compliance is deeply connected with the success of our partnership. When there is trust, we all achieve more."
We ask that our end customers acknowledge the impacts that this order adjustment may have on their products and services to ensure we are in alignment to our commitment to compliance.

When is this form needed: Microsoft's credit policy, stated in the applicable Partner Program Guides at https://www.microsoftreadiness.com/, says that VL Order Revisions must be submitted to your local Regional Operating Center within 60 days (some exclusions apply).

In exceptional circumstances where Microsoft agrees to review exceptions post 60 days, this form is ALWAYS required to be completed by the End Customer and submitted with the request to the Regional Operating Center (ROC).

Microsoft Volume Licensing
Order Adjustment End Customer Acknowledgement Form

Purpose: "Microsoft and our mutual partnership runs on trust. Our commitment to compliance is deeply connected with the success of our partnership. When there is trust, we all achieve more." We ask that our end customers acknowledge the impacts that this order adjustment may have on their products and services to ensure we are in alignment to our commitment to compliance.

End Customer Information

Customer Enrolment Organization Name:	Williamson County-77605578-Azure WC
Customer Contact Name:	Alison Gleason
Customer Contact Email Address:	agleason@wilco.org
Customer Contact Phone Number:	512-943-1680

Partner Information

Partner Enrolment Organization Name:	SoftwareONE, Inc.
Partner Contact Name:	Erick Chavez
Partner Contact Email Address:	erick.chavez@softwareone.com

Order Information

Volume Licensing Program:	Enterprise (EA)
Agreement Number*:	[redacted]
PO Number:	[redacted]
Invoice Number (or Order Number for MPSA only):	[redacted]
Invoice Date:	7/2/2023

Order Adjustment Details

Type of Adjustment:	Adjust specific line items
Reason for Adjustment:	End Customer - Ordered wrong product
Has replacement order already been submitted?	No; ROC will submit manually at time of adjustment
If Yes, Replacement PO#:	

*This refers to either enrolment number, Authorization number, Purchase Account Number, or PC End Number.

Explanation of Reason for Adjustment *to be completed by Partner*

End Customer Acknowledgement

I, the End Customer, understand the reason for this order adjustment request and acknowledge the impacts it may have on my available products/services. In accordance with my Microsoft agreement, I will uninstall/unassign any products/services associated with cancelled orders/line items.

End Customer Comments ***optional***

Authorized End Customer Signature: _____

End Customer Job Title: _____

Printed Name: _____

Signature Date: _____

Commissioners Court - Regular Session **21.**

Meeting Date: 09/19/2023

Approval of Renewal Addendum for Professional Services for Medical Services from Dr. Adam Barta for the County Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Renewal Addendum Professional Services Agreement (PSA) #2023269 with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the not-to-exceed amount of $96,509.40 for the term of October 1, 2023 - September 30, 2024, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine, and authorizing the execution of the agreement.

Background

Approval of this Renewal Addendum will benefit the County Jail with Professional Medical Services provided by Dr. Barta for the period of October 1, 2023, through September 30, 2024. The original agreement was entered into on December 20, 2011. General Counsel, Contract Audit, and Budget have reviewed this addendum. Funding source is 01.0100.0570.004116 as per FY24 budget. The department point of contact is Kathleen Pokluda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Addendum Dr. Barta

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:19 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:05 AM
Form Started By: Mary Watson		Started On: 09/05/2023 08:16 AM
Final Approval Date: 09/14/2023		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

(Adam Barta, M.D.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is 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, and the Texas Health & Safety Code.

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Adam Barta, M.D.** (hereinafter "Provider"), with offices at 4216 Venado Dr., Austin, TX 78731. The parties originally entered into an Agreement on December 20, 2011, which has been previously amended and extended. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Term: This amendment will renew this Professional Services Agreement for an additional one (1) year term beginning October 1, 2023 and ending on September 30, 2024.

II.

Cost and Payment: This amendment will revise the compensation cap set forth in the original agreement (under paragraph III) to a monthly amount of eight thousand forty-two dollars and forty-five cents ($8,042.45) and a yearly not-to-exceed amount for fiscal year 2024 (October 1, 2023 to September 30, 2024) of **ninety-six thousand five hundred nine dollars and forty cents ($96,509.40).**

III.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2023

PROVIDER:



_____
Authorized Signature
Date: 8/24, 2023

Commissioners Court - Regular Session **22.**

Meeting Date: 09/19/2023

Approval of Renewal Addendum for Professional Services for Psychiatric Medical Services from Dr. Ghulam M. Khan fo the County Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement (PSA) #2023270 with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the not-to-exceed amount of $84,744.00 for the term of October 1, 2023 - September 30, 2024, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine, and authorizing the execution of the agreement.

Background

The extension of this agreement for these services with Ghulam Khan, M.D. will benefit the Williamson County Jail with psychiatric medical services. General Counsel, Contract Audit and Budget have reviewed this addendum. Funding source is 01.0100.0570.004116 as per FY24 budget. The Department Point of Contact is Kathleen Pokluda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Addendum Dr. Khan

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:21 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:06 AM
Form Started By: Mary Watson		Started On: 09/05/2023 08:39 AM
Final Approval Date: 09/14/2023		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR PROFESSIONAL SERVICES AGREEMENT FOR PHYCHIATRIC MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

(Ghulam M. Khan, M.D.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is 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, and the Texas Health & Safety Code.

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Ghulam M. Khan, M.D.** (hereinafter "Provider"), with offices at 3218 Bay Hill Lane, Round Rock, TX 78664. The parties originally entered into an Agreement in 2013, which has been previously amended and extended. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Term: This amendment will renew this Professional Services Agreement for an additional one (1) year term beginning October 1, 2023 and ending on September 30, 2024.

II.

Cost and Payment: This amendment will revise the compensation cap set forth in the original agreement (under paragraph III) to a monthly amount of seven thousand sixty-two dollars and zero cents ($7,062.00) and a yearly not-to-exceed amount for fiscal year 2024 (October 1, 2023 to September 30, 2024) of **eighty-four thousand seven hundred forty-four dollars and zero cents ($84,744.00).**

III.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2023

PROVIDER:

_____
Authorized Signature
Date: ~~August 22nd~~ 08/24/2023, 2023

Commissioners Court - Regular Session **23.**

Meeting Date: 09/19/2023

Approval of Renewal Addendum for Professional Services for Dental Services from Dr. Todd C Harris for the County Ja

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Renewal Addendum Professional Services Agreement (PSA) #2023271 with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the not-to-exceed amount of $98,500.00 for the term of October 1, 2023 - September 30, 2024, and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine and authorizing the execution of the agreement.

Background

The extension of the Renewal Addendum will benefit the Williamson County Jail with dental services with Todd C. Harris, P.C. General Counsel, Contract Audit and Budget have reviewed this addendum. Funding source is 01.0100.0570.003317 as per FY24 budget. The department point of contact is Kathleen Pokluda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Addendum Dr. Harris

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:25 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:07 AM
Form Started By: Mary Watson		Started On: 09/05/2023 08:54 AM
Final Approval Date: 09/14/2023		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

(Todd C. Harris, P.C.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is 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, and the Texas Health & Safety Code.

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Todd C. Harris, P.C.** (hereinafter "Provider"), with offices at 1600 W. 38th St., Ste. 305, Austin, TX 78731. The parties originally entered into an Agreement on April 7, 2009, which has been previously amended and extended. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Term: This amendment will renew this Professional Services Agreement for an additional one (1) year term beginning October 1, 2023 and ending on September 30, 2024.

II.

Cost and Payment: This amendment will revise the compensation cap set forth in the original agreement (under paragraph III) to a monthly amount of eight thousand two hundred and eight dollars and thirty-three cents ($8,208.33) and a yearly not-to-exceed amount for fiscal year 2024 (October 1, 2023 to September 30, 2024) of **ninety-eight thousand five hundred dollars and zero cents ($98,500.00).**

III.

In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2023

PROVIDER:

TC Hann
_____
Authorized Signature
Date: 4.3.23, 2023

Commissioners Court - Regular Session **24.**

Meeting Date: 09/19/2023

Sonterra MUD 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 Sonterra Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2023.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sonterra MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:17 AM
Form Started By: Starla Hall		Started On: 09/12/2023 09:36 PM
Final Approval Date: 09/14/2023		

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 ~~September 11, 2023~~ 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: Sonterra Municipal Utility District

Signature: _____

Printed Name: Michael Cosimeno

Title: President, Board of Directors

Date: September 11, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 13, 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 WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____, 20____

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

Commissioners Court - Regular Session **25.**

Meeting Date: 09/19/2023

Award of RFSQ #21RFSQ2 for Design of the New EMS Medic 42 Building to The Lawrence Group of Architects of Austin, Inc for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing engineering services for design of a new EMS Medic 42 building to replace current building being demolished at 211 W. 6th Street, Taylor, Tx., to The Lawrence Group of Architects of Austin, Inc., in the amount up to Seventy-two Thousand, Eight Hundred Seventy-Five Dollars ($72,875.00) and authorize execution of the agreement. Funding source is P602.

Background

The Lawrence Group of Architects of Austin, Inc, is recommended for award on an as-needed basis through RFSQ #21RFSQ2 which established a pre-qualified consultant pool to be contracted on an as-needed basis. The Lawrence Group of Architects of Austin, Inc. is being recommended for this project due to their experience in the noted field. The funding source is P602 and the point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Services Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/14/2023 09:00 AM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:15 AM
Form Started By: Johnny Grimaldo		Started On: 09/12/2023 11:41 AM
Final Approval Date: 09/14/2023		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **EMS Medic 42 New Building** ("Project")

ARCHITECT/ ENGINEER: **The Lawrence Group of Architects of Austin, Inc.** ("A/E")
Luma Jaffar, Managing Principal
Barton Oaks Plaza Four
901 Mopac Expy South, Suite 180
Austin, TX 78746

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **design a new EMS building to replace current building being demolished**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
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).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, 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 4
CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Seventy-Two Thousand, Eight Hundred Seventy-Five Dollars ($ 72,875)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B – Fee Schedule**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Seven Hundred Dollars ($ 700)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E 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.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E 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. A/E 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:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E 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 **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

The Lawrence Group Architects of Austin, Inc.
Luma Jaffar, Managing Principal
Barton Oaks Plaza Four
901 Mopac Expy South, Suite 180
Austin, TX 78746

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: The Lawrence Group Architects of Austin, Inc. ("A/E")
Barton Oaks Plaza Four
901 Mopac Expy South, Suite 180
Austin, TX 78746

Attention: Luma Jaffar
Managing Principal

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

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E 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 Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E'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 Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services 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

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic 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 Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. 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 **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic 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 Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement 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 A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the

termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement 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 A/E's designs under this Agreement (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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E 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 Agreement. Copies may be retained by A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.
A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E 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 Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.
A/E shall pay all taxes, if any, required by law arising by virtue of the Basic 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

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT 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 COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E 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
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 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.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement 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 A/E hereunder.

25.5 Insurance Company Rating.

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.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E 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.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require 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 Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement 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.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1

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.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement 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.

30.3 Enforcement and Venue.
This Agreement 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 Agreement 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.

30.4 Standard of Performance.
The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.
Where the terms of this Agreement 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.

30.7 Reports of Accidents.
Within **twenty-four (24) hours** after A/E 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 A/E), whether or not it results from, or involves, any action or failure

to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement 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 Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government 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.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental

Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, 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 Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement 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 this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

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

A/E:
The Lawrence Group of Austin, Inc.

By: _____
Signature

Luma Jaffar
Printed Name

Managing Principal
Title

Date Signed: September 10, 2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

New Williamson County EMS Medic 42
211 W. 6th Street
Taylor, Texas
P602





Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I – PROGRAMMING/CONCEPT & SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate **(Phase 1 - this is the only phase included in Basic Services)**

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee: **$ 72,875** 100%

62%	**Lawrence Group** (Architecture)	**$**	**45,100**
14%	**Cunningham Allen** (Civil)	**$**	**10,000**
7%	**JQ** (Structural)	**$**	**5,000**
9%	**Agnew** (MEP)	**$**	**6,500**
2%	**Coleman** (Landscape)	**$**	**1,200**
4%	**Atlas** (Low-Voltage)	**$**	**2,875**
3%	**Halford Busby** (Cost Estimating)	**$**	**2,200**

Phase I - SCHEMATIC DESIGN	**$**	**72,875**	100%
Lawrence Group (Architecture)	$	45,100	
Cunningham Allen (Civil)	$	10,000	
JQ (Structural)	$	5,000	
Agnew (MEP)	$	6,500	
Coleman (Landscape)	$	1,200	
Atlas (Low-Voltage)	$	2,875	
Halford Busby (Cost Estimating)	$	2,200	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Hundred (100) calendar days** from the date of this Agreement.

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

The schedule below indicates various project milestones and target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**09/19/23**

Phase I - PROGRAMMING/CONCEPT & SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	10/10/23
30% Plans, Specifications and Estimate deliverables	11/14/23
Agreement Termination Date	12/28/23

EXHIBIT D

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 the 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 the 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 the 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 the 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 the 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 the 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 The 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 the 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 The 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 the 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 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 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 the 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 E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. 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 A/E 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.

9/1/2023
Medic 42 New

The Lawrence Group Architects of Austin, Inc

Signature of Certifying Official

LUMA JAFFAR
Printed Name of Certifying Official

Managing principal
Title of Certifying Official

9/11/2023
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 Luma Jaffar
Signatory Name
the Managing Principal of The Lawrence Group, on behalf of said firm.
Signatory Title Entity Name

Rebecca A. Wells
Notary Public in and for the
State of Texas

My commission expires: 10/10/2024

REBECCA ANN WELLS
Notary Public, State of Texas
Comm. Expires 11.10.[illegible]
Notary [illegible]

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **26.**

Meeting Date: 09/19/2023

Sheriff's Office Training Center Bullet Trap (P574) – G2 Construction 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 a report from G2 Construction Services, Inc., Change Order No. 2 for the Sheriff's Office Training Center Bullet Trap project (P574) for $30,700 and a time extension of 100 days. Funding Source is P574.

Background

This change order is for $30,700 due to new scope of services as requested by County. 100 days additional time required toward substantial completion for a new date of December 28, 2023. Department point of contact is Angel Gomez, Facilities Management Senior Project Manager. Funding for this project is P574.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

G2 CO2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/11/2023 03:55 PM
Facilities Management (Originator)	Wendy Danzo	09/13/2023 11:43 AM
Hal Hawes	Hal Hawes	09/13/2023 11:55 AM
County Judge Exec Asst.	Becky Pruitt	09/13/2023 01:18 PM
Form Started By: Wendy Danzo		Started On: 09/11/2023 03:46 PM
Final Approval Date: 09/13/2023		

CHANGE ORDER #002

FOR PROJECT: Sheriff's Office Training Bullet Trap (P574)

CHANGE ORDER NO: 002

NTP Date: March 8, 2023

DATE OF ISSUANCE: 9 SEPTEMBER 2023

Contractor: G2 Construction Services, Inc.

Project Architect: N/A

EXPLANATION:

1. Install rubber strips and square tubing along edge of wall to dissipate projectiles energy and protect back wall.
2. Install galvanized square tubing markers along perimeter of small arms shooting range.
3. Paint and stripe floor to delineate shooting area and grade change.
4. Install new concrete pad at the 200 Yard Range and install existing target system supports.

CONTRACT CHANGE:

1. Materials and Labor for installation	$	6,000.00
2. Materials and Labor for installation of perimeter marker	$	2,500.00
3. Materials and Labor to paint floor and delineate shooting area	$	2,100.00
4. Materials and Labor to grub, grade, pour a 42 ft x 7 ft concrete pad, and existing target supports	$	17,200.00
5. Third Party Audit and Bonds and Admin Costs	$	2,900.00

Original Contract Amount	$	250,000.00
Net change by previously submitted Change Orders	$	31,762.00
Contract sum prior to this Change Order was	$	281,762.00
Contract Sum be increased by this Change Order in the amount of	$	**30,700.00**
The new Contract Sum including this Change Order will be	$	312,462.00
Percentage Increase of Change Orders over Original Contract Amount		24.9 %
The Contract Time will be changed by		100 days
The date of Substantial Completion as of the date of this Change Order		28 December 2023

RECOMMENDED BY:

Shane Gibson — Contractor's Printed Name

Signature

9/8/23 — Date

REVIEWED BY:

Jesus Angel Gomez — Facilities Project Manager

Signature

9/11/2023 — Date

ACCEPTED BY:

Owner's Representative

Signature

Date

Commissioners Court - Regular Session **27.**

Meeting Date: 09/19/2023

Texas A&M (TTI) Foam Asphalt Pavement Design WA1 SA6

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 6 to Work Authorization No 1 under Williamson County Contract between Texas A&M Transportation Institute (TTI) and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. This Supplemental is to increase the maximum amount payable to $140,000.00. Funding source: 01.0200.0210.004160.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas A&M (TTI) Foam Asphalt Pavement Design WA1 SA6

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/13/2023 01:05 PM
County Judge Exec Asst.	Becky Pruitt	09/13/2023 01:21 PM
Form Started By: Vicky Edwards		Started On: 09/13/2023 12:45 PM
Final Approval Date: 09/13/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. 6
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Foam Asphalt Pavement Design

This Supplemental Work Authorization No. 6 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Technical Research Agreement, being dated April 26, 2016 ("Agreement") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Texas A&M Transportation Institute (the "TTI").

WHEREAS, the County and the TTI executed Work Authorization No. 1 dated effective May 18, 2016 (the "WA #1");

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

WHEREAS, it has become necessary to amend, change and modify WA #1 in order to extend the termination date.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the TTI agree that WA #1 shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from $90,000.00 to $140,000.00.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. TTI understands and agrees that County's payment of amounts under this Supplemental 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 the Supplemental Work Authorization. It is further understood and agreed by TTI that County shall have the right to terminate this Supplemental Work Authorization 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 TTI.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of WA #1 are unchanged and will remain in full force and effect.

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

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

TEXAS A&M TRANSPORTATION INSTITUTE:	**WILLIAMSON COUNTY:**
By: Lesli Kerth Digitally signed by Lesli Kerth Date: 2023.09.12 13:19:54 -05'00'	By:
Signature	Signature
Lesli Kerth	Bill Gravell, Jr.
Printed Name	Printed Name
Associate Director TA	County Judge
Title	Title
9/12/2023	
Date	Date

Attachment C - Work Schedule

TTI shall provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **28.**

Meeting Date: 09/19/2023

Walker 2586 WA4 SA2 CR 255

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 4 under Williamson County Contract between Walker Texas Surveyors Inc. and Williamson County dated May 19, 2020 for CR 255/CR 289 (CR 254 to Ronald Reagan Blvd) ROW Parcels and Exhibits. This Supplemental is to increase the maximum amount payable to $190,385.00. Funding source: P546.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 2586 WA4 SA2 CR 255

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/14/2023 10:10 AM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:34 AM
Form Started By: Vicky Edwards		Started On: 09/14/2023 09:16 AM
Final Approval Date: 09/14/2023		

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
TBPLS Firm Number 10103800

September 13, 2023

Ms. Ade Ashaye, PE
Williamson County Road Bond Program, HNTB Corporation

PSA: HNTB Surveying Services For Road Bond Program SWA #2 to WA # 4

HIGHWAY: CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.) ROW PARCELS AND EXHIBITS

LIMITS: Proposed ROW Parcel acquisition per attached map along CR 255 (approximately 16000 Centerline Linear Feet) from Ronald W. Reagan to CR 254 including 100' each roadway direction at tie in's (approx. 16000 Centerline LF and increased from 41 Parcels originally expected up to 57 Parcels.

Ms. Ashaye,

Walker Texas Surveyors, Inc. (WTS) is pleased to submit this Supplemental Work Authorization to your office for Professional Land Surveying Services to produce Parcel acquisition Exhibits that are necessary to complete the referenced project in Williamson County, Texas.

We propose to complete this project on a time and materials basis in accordance with our existing contract with Williamson County. We will continue work immediately upon notice to proceed from your office per the details herein.

This proposal was developed using information provided (right-of-way maps, digital files, etc.) that we have on file, information that we received from you and various other sources, as well as our visit to the project site.

WTS will deliver the digital files, survey data files and hard copies of the survey, as described in this proposal, within budgeted time frame agreed upon in attached Exhibit C.

Thank you for the opportunity to provide this proposal and fee estimate. Please contact me with any questions or comments you may have.

Sincerely,

Charles G. Walker
Registered Professional Land Surveyor

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.) ROW PARCELS AND EXHIBITS

This Supplemental Work Authorization No. **2** to Work Authorization No. **4** is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, Williamson County and Walker Texas Surveyors, Inc.

WHEREAS, the County and the Firm executed Work Authorization No. **4** dated effective **June 9, 2022** (the "Work Authorization");

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

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

AGREEMENT

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

II The Services to be Provided by the Surveyor that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B".

IV The maximum amount payable for services under the Work Authorization is hereby increased by **$75,240.00 from $115,145.00 to $190,385.00.** The revised Fee Schedule is attached hereto as Attachment "D" (attached).

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

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.) ROW PARCELS AND EXHIBITS

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

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

EXECUTED this _____ day of _____, 2023

SURVEYOR:	COUNTY:
Walker Texas Surveyors, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Charles G. Walker Printed Name	Bill Gravell, Jr. Printed Name
Vice President Title	County Judge Title
9/13/23 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Surveyor

Attachment D - Fee Schedule (approved rate schedule)

APPROVED
By Christen Eschberger at 6:45 pm, Sep 13, 2023

ATTACHMENT B

SERVICES PROVIDED BY THE SURVEYOR

SCOPE OF SERVICES AND FEE ESTIMATE
CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.) ROW PARCELS AND EXHIBITS

DETAILED LIMITS OF PROJECT: Walker Texas Surveyors, Inc. (WTS) proposes to provide the following surveying services to Williamson County, Texas

- Proposed ROW Topo and Parcel acquisition along CR 255 from Ronald W. Reagan to CR 254 including 100' each direction at tie in's (16000 Centerline LF and up to 57 Parcels expected).

RIGHT-OF-ENTRY (ROE)

- No ROE tasks are included in this scope of services and WTS will coordinate with project manager for access details.

HORIZONTAL and VERTICAL CONTROL

- Walker Texas Surveyors (WTS) will rectify to existing survey control performed previously by WTS. WTS will expand and increase as needed to acquire necessary data.

- Walker Texas Surveyors (WTS) will report in State Plane Coordinate System, Central Zone NAD 83 for Horizontal and NAVD 88 (Geoid 2019) for Vertical.

- One pair of Project Control Points will be set on each end of the project and placed in a position that will best insure long term survival. If ground conditions will not allow for standard utilized monumentation WTS will opt for another suitable monument that will be permanent in nature and acceptable to project manager. Additional points will be set along project corridor (up to 4 additional are expected).

RESEARCH AND DEED PLOTS

- WTS will expand previous Research and Deed Plotting efforts to identify subject properties adjoining ROW's. Each will be researched by acquiring information found of record per Williamson County Appraisal District and Williamson County Clerks office as well as other meta data available. If WTS is unable to acquire for any unforeseen reason, WTS will work with Williamson County project manager to plan alternative action.

- WTS will prepare Deed Plots as needed, using previous survey prepared as a base map for project.

ATTACHMENT B (Continued)

SERVICES PROVIDED BY THE SURVEYOR

FIELD SURVEY – PARCEL EXHIBIT SURVEYS

- All property corners needed to accurately establish the New ROW Parcel Acquisition will be located.
- WTS will produce an AutoCAD or MicroStation base working map of this project. This will be used to produce the identified Parcel Exhibits.
- Stake out of new ROW every 100' or intervisible distances for effective fence construction, (16,000 LF x 2= 32,000 LF) for both sides of the roadway. ROW staking is expected to be performed upon request at completion of the ROW acquisition process.
- WTS will provide project manager monthly project progress reports.

**SPECIFIC ADDITIONAL ITEMS MODIFIED WITH THIS SWA#2 TO WA#4

- Update prior and expand up to 19 additional Deed Plots per appraisal records for up to 60 Parcels.
- 41 Parcels were anticipated but 58 parcels are now estimated with up to 60 Parcels included to allow for minor adjustments. (19 additional parcels)
- Draft and Final Exhibits (Sketch, Metes and Bounds for each) will be prepared per HNTB provided CAD drawing of same. (58 are estimated but up to 60 are included to allow for minor adjustments)
- Additional ROW Monuments will be set per above using Wilco provided 5/8" Iron Rods with 1.5" Aluminum caps set at all PC's, PT's, angle points and at all property line intersections with proposed ROW. (60 to 75 are estimated.)
- Add improvements on up to 28 Parcels + 25' inside per Topo Planimetric.
- 5 Drainage Easement Exhibits per provided linework from design engineer on any tract with acquired Parcel. (3 are estimated but up to 5 are included to allow for minor adjustments.
- Review Title Commitment, Schedule B Survey items and address survey items on Final Exhibits.
- Rectify to Ronald Reagan Blvd project control to CR 255 project for Parcel 53 modifications along Reagan project.

ATTACHMENT B (Continued)

SERVICES PROVIDED BY THE SURVEYOR

PRODUCTION OF SURVEY DELIVERABLES

- WTS will prepare a ROW map utilizing the data collected along the Project corridor in the Field Survey to produce a digital AutoCAD, MicroStation dgn and/or LandXML file(s) showing survey results including monumentation, current ROW line of CR 255. Survey field notes and supporting electronic data will be made available upon request or as stated above.

- WTS will prepare a horizontal layout exhibit which will include the Primary Control Network callouts.

- WTS will deliver the specified files stated above upon completion of this project

COMPENSATION

The above scope of services will be performed on a time and materials basis according to the contract rates and is estimated for a budget of **$75,240.00 from $115,145.00 to $190,385.00** (detail of additional tasks are on the attached Attachment D, Fee Spreadsheet). The stated budget will not be exceeded without prior written authorization.

Wilco Work Authorization for Surveying Services for Road Bond Program
HNTB Road Bond SWA#2 to WA#4 = WTS Project # 075054 CR 255
CR 255 ROW Parcel Exhibits / Stake in Andice/Florence Area
COUNTY: Williamson
LIMITS: CR 255/CR 289 Apx 16000' LF - Ronald Reagan Blvd to CR 254

Walker Texas Surveyors, Inc.
WalkerTexasSurveyors.com
TBPLS Firm Number 10103800

ATTACHMENT D
FEE SCHEDULE

13-Sep-23

Service	2 Crew	3 Crew	1 Crew	Add Person	PM	RPLS	Field Cor	Sr Tech	CAD Tech		Admin	ATV	Subtotal	Reimburse	Total
Rate/Hr	**175**	**220**	**130**	**45**	**175**	**150**	**120**	**120**	**90**		**75**	**150**			
Update prior and expand up to 19 additional Deed Plots per appraisal records									19		2				
Subtotal	0	0	0	0	0	0	0	0	19	0	2	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1710**	**0**	**150**	**0**	**1860**	**0**	**1860**
Survey upto 19 additional Tracts	30		31			5		14			7	7			
Add improvements on up to 28 Parcels + 25' inside per Topo Planim	30		32					28.5			3	3			
Subtotal	60	0	63	0	0	5	0	42.5	0	0	10	10		0	
Total	**10500**	**0**	**8190**	**0**	**0**	**750**	**0**	**5100**		**0**	**750**	**1500**	**26790**	**0**	**26790**
up to 60 Title Commitment Review						30		90			12				
up to 19 additional Parcel Exhibit Drafts						19		76			10				
up to 19 additional Parcel Exhibit Finals including set Parcel corners						19		19			2				
up to 19 additional Parcel monuments set using Wilco Mons. (60-75)	20							5			2	3			
Subtotal	20	0	0	0	0	68	0	190	0	0	26	3		0	
Total	**3500**	**0**	**0**	**0**	**0**	**10200**	**0**	**22800**	**0**	**0**	**1950**	**450**	**38900**	**0**	**38900**
up to 5 additional Drainage Esmts	5					5		20			2	2			
rectify Ronald Reagan Blvd Project Controls mods Parcel 53	8					1		12			1	1			
Subtotal	13	0	0	0	0	6	0	32	0	0	3	3	0	0	
Total	**2275**	**0**	**0**	**0**	**0**	**900**	**0**	**3840**	**0**	**0**	**225**	**450**	**7690**	**0**	**7690**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Grand Total	**16275**	**0**	**8190**	**0**	**0**	**11850**	**0**	**31740**	**1710**	**0**	**3075**	**2400**	**75240**	**0**	**75240**

Commissioners Court - Regular Session **29.**

Meeting Date: 09/19/2023

Final plat for the Lariat Section 1 subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Lariat Section 1 subdivision – Precinct 2.

Background

This is the next section of the Lariat (aka Northgate Ranch Phase 2) development. It consists of 73 single family lots, 2 open space lots, 3 open space/ drainage lots, 2 drainage/pond lots and 3,307 feet of new roads to be maintained by the North San Gabriel MUD No. 1. Roadway and drainage construction has been completed.

Timeline

2023-06-27 – initial submittal of the final plat
2023-07-27 – 1st review complete with comments
2023-09-01 – 2nd submittal of final plat
2023-09-06 – 2nd review complete with minor comments
2023-09-06 – 3rd submittal of final plat
2023-09-07 – 3rd review complete with comments clear
2023-09-13 – receipt of final plat with signatures
2023-09-14 – final plat placed on the September 19, 2023, Commissioners Court agenda for consideration

Fiscal Impact

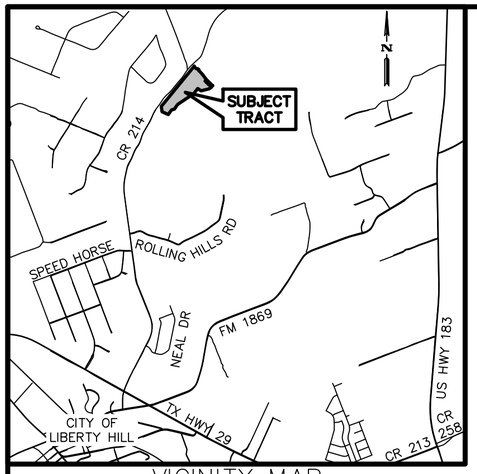
From/To	Acct No.	Description	Amount

Attachments

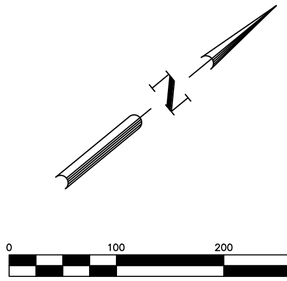
final plat - Lariat Section 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:14 AM
Form Started By: Adam Boatright		Started On: 09/14/2023 11:10 AM
Final Approval Date: 09/14/2023		



VICINITY MAP
NOT TO SCALE



SUBMITTED DATE: JUNE 27, 2023

OWNERS:

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

RIVER OAKS LAND PARTNERS II, LLC
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750

ENGINEER & SURVEYOR:

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

LAND USE SCHEDULE		
DESCRIPTION	NUMBER	ACREAGE
RIGHT-OF-WAY	–	4.308 AC
OPEN SPACE	2	0.191 AC
OPEN SPACE/DRAINAGE LOT	3	7.440 AC.
DRAINAGE/POND LOT	2	1.080 AC.
RESIDENTIAL	73	10.642 AC.
TOTAL	80	23.661 AC.

BENCHMARK #341

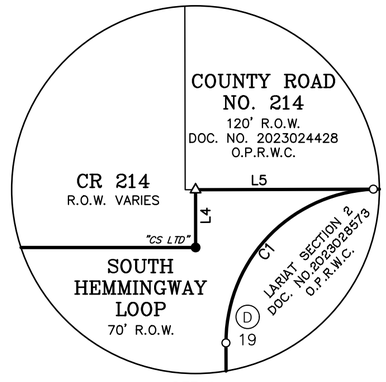
SQUARE CUT IN TOP BACK OF CURB OF CENTER ISLAND OF ROUNDABOUT AT THE INTERSECTION OF WEST FAULKNER STREET AND MORRELL DRIVE.

ELEVATION: 979.84 FEET NAVD-88

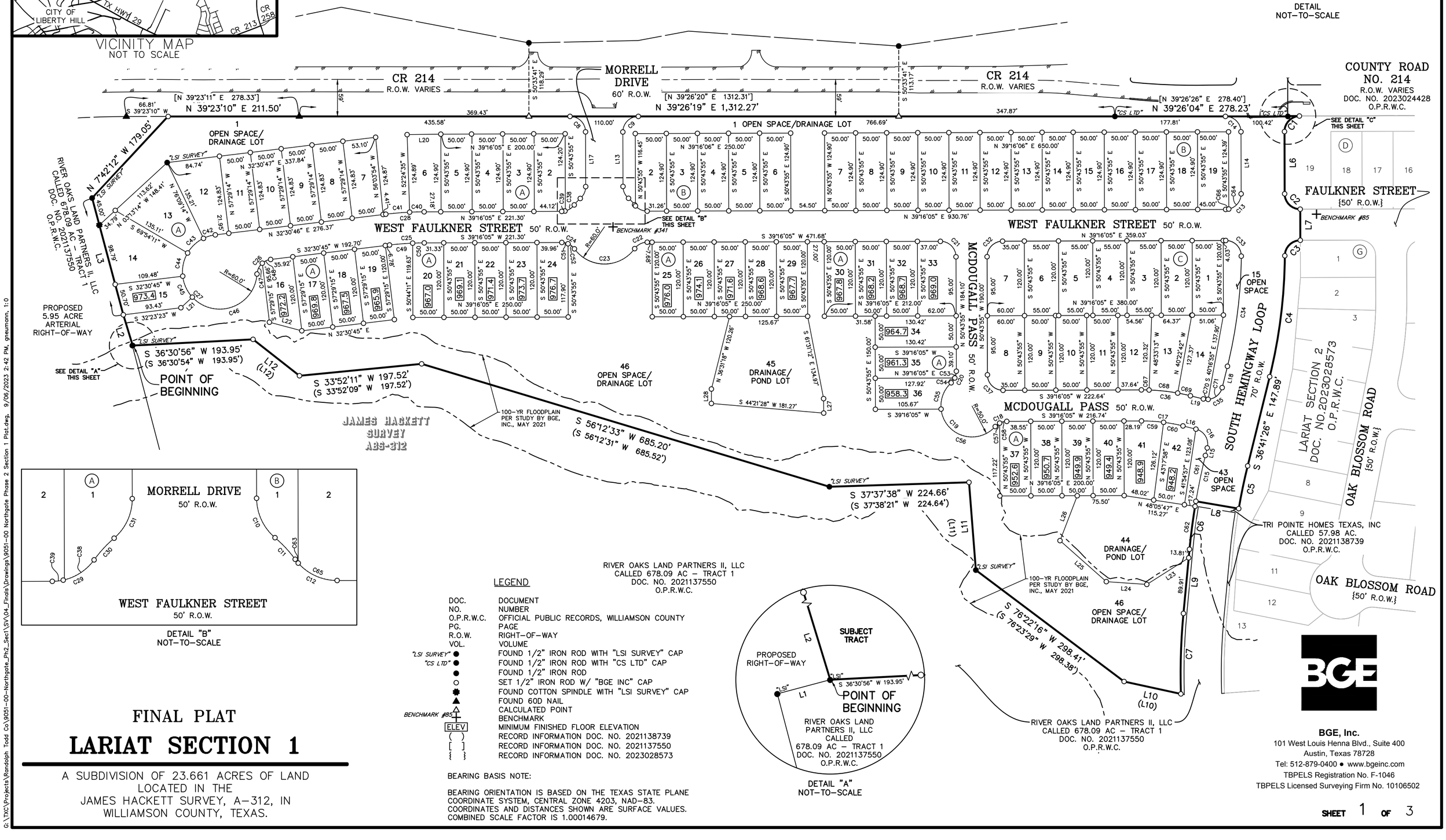
BENCHMARK #85

MAG NAIL SET ON INLET LOCATED NORTHEAST OF THE NORTHEAST CORNER OF THE SUBJECT TRACT, AS SHOWN HEREON.

ELEVATION: 971.78 FEET NAVD-88



DETAIL
NOT-TO-SCALE



DETAIL "B"
NOT-TO-SCALE

DETAIL "A"
NOT-TO-SCALE

LEGEND

DOC.	DOCUMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
"LSI SURVEY" ●	FOUND 1/2" IRON ROD WITH "LSI SURVEY" CAP
"CS LTD" ●	FOUND 1/2" IRON ROD WITH "CS LTD" CAP
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
✱	FOUND COTTON SPINDLE WITH "LSI SURVEY" CAP
▲	FOUND 60D NAIL
BENCHMARK #85 △	CALCULATED POINT
	BENCHMARK
ELEV	MINIMUM FINISHED FLOOR ELEVATION
( )	RECORD INFORMATION DOC. NO. 2021138739
[ ]	RECORD INFORMATION DOC. NO. 2021137550
{ }	RECORD INFORMATION DOC. NO. 2023028573

BEARING BASIS NOTE:

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

FINAL PLAT

LARIAT SECTION 1

A SUBDIVISION OF 23.661 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, IN
WILLIAMSON COUNTY, TEXAS.

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

G:\TXC\Projects\Randolph Todd Co\9051-00-Northgate_Ph2_Sec1\SV\04_Finals\Drawings\9051-00 Northgate Phase 2 Section 1 Plat.dwg, 9/06/2023 2:42 PM, gneumann, 1:0

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	38.35'	25.00'	87°54'03"	S 06°46'53" E	34.70'
C2	39.12'	25.00'	89°39'23"	N 84°05'45" E	35.25'
C3	39.03'	25.00'	89°27'10"	S 05°27'30" E	35.19'
C4	196.66'	835.00'	13°29'39"	N 43°26'16" W	196.20'
C5	70.22'	965.00'	4°10'09"	S 38°46'31" E	70.20'
C6	77.90'	1,035.00'	4°18'45"	S 43°00'57" E	77.88'
C7	129.64'	1,035.00'	7°10'36"	S 48°45'38" E	129.56'
C8	39.20'	25.00'	89°49'46"	S 84°21'12" W	35.30'
C9	39.34'	25.00'	90°10'14"	S 05°38'48" E	35.41'
C10	21.68'	25.00'	49°40'47"	S 75°34'19" E	21.00'
C11	14.29'	60.00'	13°38'52"	S 86°24'44" W	14.26'
C12	23.55'	25.00'	53°58'05"	N 66°15'07" E	22.69'
C13	39.27'	25.00'	90°00'00"	N 05°43'55" W	35.36'
C14	39.20'	25.00'	89°50'01"	S 84°21'04" W	35.30'
C15	75.31'	1,035.00'	4°10'09"	S 38°47'52" E	75.29'
C16	39.27'	25.00'	90°00'00"	N 81°41'26" W	35.36'
C17	67.39'	275.00'	14°02'29"	S 46°17'19" W	67.23'
C18	21.03'	25.00'	48°11'23"	S 15°10'23" W	20.41'
C19	162.65'	50.00'	186°22'46"	N 84°16'05" E	99.85'
C20	21.03'	25.00'	48°11'23"	N 26°38'14" W	20.41'
C21	39.27'	25.00'	90°00'00"	S 84°16'05" W	35.36'
C22	23.55'	25.00'	53°58'05"	S 12°17'02" W	22.69'
C23	113.03'	60.00'	107°56'10"	N 39°16'05" E	97.04'
C24	23.55'	25.00'	53°58'05"	S 66°15'07" W	22.69'
C25	56.00'	475.00'	6°45'19"	S 35°53'25" W	55.97'
C26	34.84'	25.00'	79°50'25"	S 07°24'27" E	32.09'
C27	272.10'	60.00'	259°50'00"	N 82°35'46" E	92.04'
C28	61.90'	525.00'	6°45'19"	S 35°53'25" W	61.86'
C29	23.55'	25.00'	53°58'05"	N 12°17'02" E	22.69'
C30	14.29'	60.00'	13°38'52"	S 07°52'34" E	14.26'
C31	21.68'	25.00'	49°40'47"	N 25°53'32" W	21.00'
C32	39.27'	25.00'	90°00'00"	S 05°43'55" E	35.36'
C33	39.55'	25.00'	90°38'09"	S 84°35'09" W	35.55'
C34	178.99'	765.00'	13°24'20"	N 43°23'36" W	178.58'
C35	39.27'	25.00'	90°00'00"	N 08°18'34" E	35.36'
C36	79.65'	325.00'	14°02'29"	S 46°17'19" W	79.45'
C37	39.27'	25.00'	90°00'00"	N 84°16'05" E	35.36'
C38	17.61'	25.00'	40°21'12"	N 05°28'36" E	17.25'
C39	5.94'	25.00'	13°36'53"	N 32°27'38" E	5.93'
C40	23.42'	525.00'	2°33'20"	S 37°59'25" W	23.41'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C41	38.48'	525.00'	4°12'00"	S 34°36'45" W	38.48'
C42	19.88'	60.00'	18°58'52"	S 23°01'24" W	19.79'
C43	35.22'	60.00'	33°37'47"	S 03°16'55" E	34.71'
C44	38.82'	60.00'	37°04'12"	S 38°37'55" E	38.15'
C45	37.78'	60.00'	36°04'23"	S 75°12'12" E	37.15'
C46	140.41'	60.00'	134°04'50"	N 19°43'11" E	110.49'
C47	19.88'	25.00'	45°33'49"	S 24°32'45" E	19.36'
C48	14.96'	25.00'	34°16'36"	S 15°22'27" W	14.73'
C49	37.32'	475.00'	4°30'06"	S 34°45'49" W	37.31'
C50	18.68'	475.00'	2°15'13"	S 38°08'28" W	18.68'
C51	10.33'	25.00'	23°40'01"	S 51°06'05" W	10.25'
C52	13.22'	25.00'	30°18'05"	S 78°05'08" W	13.07'
C53	11.28'	25.00'	25°51'11"	N 37°48'19" W	11.19'
C54	9.75'	25.00'	22°20'11"	N 13°42'38" W	9.68'
C55	47.06'	50.00'	53°55'44"	S 29°30'24" E	45.34'
C56	115.58'	50.00'	132°27'02"	N 57°18'13" E	91.51'
C57	9.13'	25.00'	20°55'09"	S 01°32'16" W	9.08'
C58	11.90'	25.00'	27°16'14"	S 25°37'58" W	11.79'
C59	35.67'	275.00'	7°25'57"	S 42°59'03" W	35.65'
C60	31.72'	275.00'	6°36'32"	S 50°00'18" W	31.70'
C61	83.59'	1,035.00'	4°37'38"	S 39°00'15" E	83.57'
C62	69.63'	1,035.00'	3°51'16"	S 43°14'42" E	69.61'
C63	2.36'	25.00'	5°25'02"	S 89°28'21" E	2.36'
C64	34.24'	25.00'	78°27'47"	N 11°30'02" W	31.62'
C65	21.18'	25.00'	48°33'04"	N 63°32'37" E	20.56'
C66	5.03'	25.00'	11°32'13"	N 33°29'58" E	5.03'
C67	12.36'	325.00'	2°10'42"	S 40°21'26" W	12.36'
C68	46.37'	325.00'	8°10'31"	S 45°32'02" W	46.33'
C69	20.92'	325.00'	3°41'16"	S 51°27'56" W	20.91'
C70	7.74'	25.00'	17°43'55"	N 44°26'36" E	7.71'
C71	31.53'	25.00'	72°16'05"	N 00°33'24" W	29.48'

METES AND BOUNDS DESCRIPTION

FIELD NOTES FOR A 23.661 ACRE TRACT OF LAND IN THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, SITUATED IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE CALLED 57.98 ACRE TRACT OF LAND AS CONVEYED TO TRI POINTE HOMES TEXAS, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021387739 AND A PORTION OF THE REMAINDER OF A CALLED 678.09 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, AS CONVEYED TO RIVER OAKS LAND PARTNERS II, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021137550 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2–INCH REBAR WITH CAP STAMPED "LSI SURVEY" FOUND AT THE MOST SOUTHERLY SOUTHWEST CORNER OF THE ABOVE DESCRIBED SAID TRI POINTE HOME OF TEXAS, INC 57.98–ACRE TRACT SAID CORNER BEING AN INTERNAL CORNER OF THE ABOVE DESCRIBED REMAINING PORTION OF RIVER OAKS LAND PARTNERS II, LLC 678.09–ACRE TRACT AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" BEARS S 24°29'40" W, A DISTANCE OF 0.59 FEET;

THENCE, WITH THE SOUTHWEST LINE OF SAID TRI POINTE HOME OF TEXAS, INC 57.98–ACRE TRACT, N 67°34'24" W, A DISTANCE OF 51.61 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH THE SOUTHWEST LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT, N 65°30'14" W, AT A DISTANCE OF 149.49 FEET PASS A COTTON SPINDLE WITH WASHER STAMPED "LSI SURVEY," AND CONTINUING FOR A TOTAL DISTANCE OF 194.49 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS THE REMAINDER OF SAID RIVER OAKS LAND PARTNERS II, LLC 678.09–ACRE TRACT, N 07°42'12" W, A DISTANCE OF 179.05 FEET TO A 1/2–INCH IRON ROD SET WITH CAP STAMPED "BGE INC" ON THE SOUTHERLY RIGHT–OF–WAY LINE OF COUNTY ROAD 214 FROM WHICH A 60–D NAIL FOUND BEARS S 39°23'10" W A DISTANCE OF 66.81 FEET, FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09–ACRE TRACT AND WITH THE SOUTHERLY RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 214 THE FOLLOWING FOUR (4) COURSES;

1) N 39°23'10" E, A DISTANCE OF 211.50 FEET TO A 60–D NAIL FOUND;

2) N 39°26'19" E, A DISTANCE OF 1,312.27 FEET TO A 1/2–INCH IRON ROD FOUND WITH CAP STAMPED "CS LTD";

3) N 39°26'04" E, A DISTANCE OF 278.23 FEET TO A POINT FOR CORNER TO A 1/2–INCH IRON ROD FOUND WITH CAP STAMPED "CS LTD"; AND

4) N 50°40'18" W A DISTANCE OF 0.54 FEET TO A CALCULATED POINT ON THE SOUTHERLY RIGHT–OF–WAY LINE OF COUNTY ROAD 214 (120 FOOT RIGHT–OF–WAY) AS DEDICATED IN NORTHGATE CR 214 ROW AND AMENITY CENTER A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2023024428 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE SOUTHERLY RIGHT–OF–WAY OF SAID COUNTY ROAD 214, N 39°15'59" E A DISTANCE OF 18.59 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON–TANGENT CURVE TO THE LEFT;

THENCE, DEPARTING THE SOUTHERLY RIGHT–OF–WAY OF SAID COUNTY ROAD AND CONTINUING OVER AND ACROSS SAID RIVER OAKS LAND PARTNERS II, LLC 678.09–ACRE TRACT ALONG SAID CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 38.35 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°54'03" AND CHORD WHICH BEARS S 06°46'53" E, A DISTANCE OF 34.70 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON A SOUTHERLY LINE OF SAID RIVER OAKS LAND PARTNERS II, LLC 678.09–ACRE TRACT AND A NORTHWESTERLY LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT;

THENCE, DEPARTING THE SOUTHERLY LINE OF SAID RIVER OAKS LAND PARTNERS II, LLC 678.09–ACRE TRACT, OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT, S 50°43'55" E A DISTANCE OF 100.15 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT ALONG SAID CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 39.12 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°39'23", AND A CHORD WHICH BEARS N 84°05'45" E, A DISTANCE OF 35.25 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;
THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT, S 50°41'15" E A DISTANCE OF 50.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT ALONG SAID CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 39.03 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°27'10", AND A CHORD WHICH BEARS S 05°27'30" E, A DISTANCE OF 35.19 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF REVERSE CURVATURE;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT ALONG A CURVE TO THE RIGHT, HAVING AN ARC DISTANCE OF 196.66 FEET, HAVING A RADIUS OF 835.00 FEET, A CENTRAL ANGLE OF 13°29'39", AND A CHORD WHICH BEARS S 43°26'16" E, A DISTANCE OF 196.20 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT, S 36°41'26" E A DISTANCE OF 147.89 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT ALONG A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 70.22 FEET, HAVING A RADIUS OF 965.00 FEET, A CENTRAL ANGLE OF 04°10'09", AND A CHORD WHICH BEARS S 38°46'31" E, A DISTANCE OF 70.20 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT, S 49°08'25" E A DISTANCE OF 70.00 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT ALONG A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 77.90 FEET, HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 04°18'45", AND A CHORD WHICH BEARS S 43°00'57" E, A DISTANCE OF 77.88 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF TANGENCY;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT, S 45°10'20" E A DISTANCE OF 103.73 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR A POINT OF CURVATURE TO THE LEFT;

THENCE, CONTINUING OVER AND ACROSS SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT ALONG A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 129.64 FEET, HAVING A RADIUS OF 1,035.00 FEET, A CENTRAL ANGLE OF 07°10'36", AND A CHORD WHICH BEARS S 48°45'38" E, A DISTANCE OF 129.56 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET ON THE SOUTHEASTERLY LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT AND A NORTHWESTERLY LINE OF SAID RIVER OAKS LAND PARTNERS II, LLC 678.09–ACRE TRACT, BEING THE MOST SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE COMMON LINE OF SAID TRI POINTE HOMES OF TEXAS, INC 57.98–ACRE TRACT, AND SAID RIVER OAKS LAND PARTNERS II, LLC 678.09–ACRE TRACT THE FOLLOWING EIGHT (8) COURSES:

1) S 51°44'31" W, A DISTANCE OF 93.61 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET;

2) S 76°22'16" W A DISTANCE OF 298.41 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND;

3) N 55°00'22" W A DISTANCE OF 141.67 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET;

4) S 37°37'38" W A DISTANCE OF 224.66 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "LSI SURVEY" FOUND;

5) S 56°12'33" W A DISTANCE OF 685.20 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET;

6) S 33°52'11" W A DISTANCE OF 197.52 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET;

7) S 77°34'21" W A DISTANCE OF 94.91 FEET TO A 1/2–INCH IRON ROD WITH CAP STAMPED "BGE INC" SET;

8) S 36°30'56" W A DISTANCE OF 193.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.661 ACRES OF LAND, MORE OR LESS.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 24°29'40" W	0.59'
L2	N 67°34'24" W	51.61'
L3	N 65°30'14" W	194.49'
L4	N 50°40'18" W	0.54'
L5	N 39°15'59" E	18.59'
L6	S 50°43'55" E	100.15'
L7	S 50°41'15" E	50.00'
L8	S 49°08'25" W	70.00'
L9	S 45°10'20" E	103.73'
L10	S 51°44'31" W	93.61'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L11	N 55°00'22" W	141.67'
L12	S 77°34'21" W	94.91'
L13	S 50°43'55" E	87.73'
L14	N 50°43'55" W	99.74'
L15	N 36°41'26" W	12.50'
L16	S 53°18'34" W	21.46'
L17	N 50°43'55" W	88.06'
L18	S 36°41'26" E	35.39'
L19	S 53°18'34" W	21.46'
L20	N 38°38'48" E	54.25'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L21	S 03°14'24" E	25.00'
L22	S 54°18'50" W	53.85'
L23	S 07°00'41" W	79.85'
L24	S 43°20'21" W	65.31'
L25	S 80°59'31" W	99.52'
L26	N 29°34'14" W	77.43'
L27	S 50°58'01" E	23.27'
L28	N 50°42'33" W	23.20'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L10)	N 51°44'31" E	99.24'
(L11)	S 55°00'22" E	141.67'
(L12)	N 77°34'21" E	94.91'

STREET NAMES						
STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
SOUTH HEMINGWAY LOOP	70 FEET	48 FEET	633 FEET	35 MPH	PUBLIC	COLLECTOR ROAD (URBAN)
MCDOUGALL PASS	50 FEET	33 FEET	718 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
WEST FAULKNER STREET	50 FEET	33 FEET	1780 FEET	25 MPH	PUBLIC	LOCAL ROAD (URBAN)
MORRELL DRIVE	60 FEET	40 FEET	176 FEET	35 MPH	PUBLIC	COLLECTOR ROAD (URBAN)
TOTAL LINEAR FEET OF NEW STREETS:			3,307 FEET			

FINAL PLAT

LARIAT SECTION 1

A SUBDIVISION OF 23.661 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A–312, IN
WILLIAMSON COUNTY, TEXAS.

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

G:\TXC\Projects\Randolph Todd Co\9051-00-Northgate_Ph2_Sec1\SV\04_Finals\Drawings\9051-00 Northgate Phase 2 Section 1 Plat.dwg, 9/06/2023 2:42 PM, gneumann, 1:0

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

THAT TRI POINTE HOMES TEXAS, INC., ACTING HEREBY AND THROUGH, JOHN STANLEY, VICE-PRESIDENT LAND - ACQUISITION, OWNER OF A 57.98 ACRE TRACT OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021138739 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT RIVER OAKS LAND PARTNERS II, LLC, ACTING HEREBY AND THROUGH RANDY ROLLO, IT'S MANAGER, OWNER OF THE REMAINDER OF A 678.09 ACRE TRACT AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021137550 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, SAID TRACTS BEING OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, SITUATED IN WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND THAT WE, THE OWNERS OF 23.661 ACRES AS SHOWN HEREON, DO HEREBY SUBDIVIDE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

LARIAT SECTION 1.

WITNESS MY HAND, THIS THE 11th DAY OF September, 2023, A.D.

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

BY: TRI POINTE HOMES TEXAS, INC, A TEXAS CORPORATION
IT'S MANAGER

JOHN STANLEY, VICE-PRESIDENT - LAND ACQUISITION

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN STANLEY, VICE-PRESIDENT - LAND ACQUISITION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE 9/11/2023

Kaylee Marwitz
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES July 11th, 2023

KAYLEE ELIZABETH MARWITZ
Notary ID #134446688
My Commission Expires
July 11, 2027

WITNESS MY HAND, THIS THE 8 DAY OF September, 2023, A.D.

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

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

RANDY ROLLO, MANAGER

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED RANDY ROLLO, MANAGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

KAYLEE ELIZABETH MARWITZ
Notary ID #134446688
My Commission Expires
July 11, 2027

NOTARY PUBLIC, STATE OF TEXAS — DATE 9/8/2023

Kaylee Marwitz
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES July 11th, 2027

FINAL PLAT

LARIAT SECTION 1

A SUBDIVISION OF 23.661 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, IN
WILLIAMSON COUNTY, TEXAS.

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

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

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

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

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

DATE 9-12-23

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED
PROFESSIONAL ENGINEER

9-12-23

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

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

DATE 9/7/2023

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

NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NORTH SAN GABRIEL MUD NO. 1.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE. FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
7. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
8. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48491C0235F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
10. A 25 FOOT FRONT YARD SETBACK FOR ALL LOTS IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
11. A 50 FOOT BACK YARD SETBACK FOR LOTS BACKING CR 214 IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
12. A 25 FOOT BACK YARD SETBACK FOR LOTS BACKING THE FUTURE PROPOSED ARTERIAL IS REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
13. A TEN FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY
14. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
15. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
16. ALL ROADS WITHIN THIS SECTION WILL BE MUD OWNED AND MAINTAINED STARTING 9/13/2023.
17. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROADWAY AND NOT CR 214, THE ADJACENT COUNTY ROAD.
18. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
19. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
20. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
21. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
22. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
23. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
24. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY BGE, INC, DATED DECEMBER, 2021.
25. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
26. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH,

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 12 DAY OF September, 2023 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

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

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

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

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

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

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

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

G:\TXC\Projects\Randolph Todd Co\9051-00-Northgate_Ph2_Sec1\SV\04_Finals\Drawings\9051-00 Northgate Phase 2 Section 1 Plat.dwg, 9/07/2023 9:37 AM, greumann, 1:0

Commissioners Court - Regular Session **30.**

Meeting Date: 09/19/2023

Final plat for the Nolina Phase 1 Section 2 subdivision – Pct 3

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Nolina Phase 1 Section 2 subdivision – Precinct 3.

Background

This is the next section of the Nolina Phase 1 (fka Benton Tract) development. It consists of 116 single family lots, 2 HOA landscape lots 1 drainage lot and 7,304 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $4,674,225.80 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-06-11 – initial submittal of the final plat
2023-07-11 – 1st review complete with comments
2023-07-26 – 2nd submittal of final plat
2023-08-10 – 2nd review complete with comments
2023-08-25 – 3rd submittal of final plat
2023-09-07 – 3rd review complete with comments clear
2023-09-12 – receipt of final plat with signatures
2023-09-14 – final plat placed on the September 19, 2023, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Nolina Ph 1 Sec 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:35 AM
Form Started By: Adam Boatright		Started On: 09/14/2023 11:14 AM
Final Approval Date: 09/14/2023		

FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 2

BEING 47.339 ACRES OUT OF THE
JAMES NORTHCROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 305
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:
TRACT 1 - 47.339 ACRES

BEING A 47.339 ACRES TRACT OF LAND SITUATED IN THE JAMES NORTHCROSS SURVEY, ABSTRACT 478, AND THE A. J. HAYHERST SURVEY, ABSTRACT 305, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 523.521 ACRES TRACT OF LAND DESCRIBED TO JDS RR LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2022053696 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH PLASTIC SURVEYOR'S CAP STAMPED "KHA" SET IN THE EASTERLY BOUNDARY LINE OF A CALLED 160.107 ACRES TRACT OF LAND DESCRIBED TO ONX-ROCKING WILCO LLC AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2021191090 OF SAID O.P.R.W.C.; IN THE WEST BOUNDARY LINE OF SAID 523.521 ACRE TRACT; WHENCE A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "FOREST 1847" FOUND FOR REFERENCE IN THE WEST BOUNDARY LINE OF SAID 523.521 ACRES TRACT, AT THE NORTH CORNER OF SAID 160.107 ACRES TRACT, AND AT THE SOUTHEAST CORNER OF A CALLED 206.428 ACRES TRACT OF LAND DESCRIBED TO NORTHVISTA RANCH LLC AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2020015078 OF SAID O.P.R.W.C.; AT THE NORTH CORNER OF SAID 160.107 ACRE TRACT, BEARS NORTH 20°50'50" WEST, A DISTANCE OF 332.42 FEET;

THENCE, DEPARTING THE WEST BOUNDARY LINE OF SAID 523.521 ACRES TRACT AND THE EAST BOUNDARY LINE OF SAID 129.55 ACRES TRACT THE FOLLOWING THIRTY-SIX (36) COURSES AND DISTANCES:

1. NORTH 69°10'38" EAST, A DISTANCE OF 147.07 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
2. SOUTH 20°49'22" EAST, A DISTANCE OF 746.14 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. NORTH 69°10'46" EAST, A DISTANCE OF 24.99 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. NORTH 20°49'17" WEST, A DISTANCE OF 105.78 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
5. NORTH 72°18'52" EAST, A DISTANCE OF 130.69 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
6. NORTH 36°47'00" EAST, A DISTANCE OF 64.61 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
7. NORTH 84°08'13" EAST, A DISTANCE OF 165.57 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
8. NORTH 69°10'38" EAST, A DISTANCE OF 700.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
9. NORTH 60°48'22" EAST, A DISTANCE OF 128.44 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
10. NORTH 40°14'11" EAST, A DISTANCE OF 50.32 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
11. SOUTH 57°27'43" EAST, A DISTANCE OF 121.89 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
12. SOUTH 29°18'53" EAST, A DISTANCE OF 94.28 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
13. SOUTH 20°49'22" EAST, A DISTANCE OF 3.73 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
14. NORTH 68°56'01" EAST, A DISTANCE OF 447.94 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
15. SOUTH 21°03'59" EAST, A DISTANCE OF 484.70 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
16. SOUTH 02°35'12" EAST, A DISTANCE OF 619.65 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
17. SOUTH 08°41'48" WEST, A DISTANCE OF 150.51 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
18. SOUTH 07°58'40" EAST, A DISTANCE OF 140.01 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET; AND FROM WHICH A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "PBS&J" FOUND IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RONALD REAGAN BOULEVARD, A VARIABLE WIDTH RIGHT-OF-WAY, AT THE SOUTH CORNER OF A CALLED 362.01 ACRES TRACT OF LAND DESCRIBED TO GVM III,LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2019009671 OF SAID O.P.R.W.C.T., FOR THE SOUTHEAST CORNER OF A CALLED 10.015 ACRES TRACT OF LAND DESCRIBED TO BRYAN WARNE A ONE FIFTH (1/5TH) UNDIVIDED INTEREST AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2021189199 OF SAID O.P.R.W.C.T.; BEARS SOUTH 43°07'21" EAST A DISTANCE OF 1769.98 FEET;
19. SOUTH 74°14'03" WEST, A DISTANCE OF 562.79 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
20. NORTH 57°06'44" WEST, A DISTANCE OF 199.33 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
21. NORTH 20°49'22" WEST, A DISTANCE OF 210.23 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
22. SOUTH 69°10'38" WEST, A DISTANCE OF 285.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
23. NORTH 20°49'22" WEST, A DISTANCE OF 66.50 FEET TO A MAG NAIL SET;
24. SOUTH 68°56'29" WEST, A DISTANCE OF 50.00 FEET TO A MAG NAIL SET;
25. NORTH 20°49'22" WEST, A DISTANCE OF 142.17 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
26. SOUTH 55°52'57" WEST, A DISTANCE OF 129.59 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
27. NORTH 25°36'49" WEST, A DISTANCE OF 46.53 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
28. NORTH 20°49'22" WEST, A DISTANCE OF 665.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
29. SOUTH 69°10'38" WEST, A DISTANCE OF 113.50 FEET TO A MAG NAIL SET FOR A POINT OF CURVATURE;
30. IN A SOUTHWESTERLY DIRECTION, ALONG SAID CURVE TO THE LEFT A DISTANCE OF 25.92 FEET, WITH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 16.50 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 24°10'38" WEST, 23.33 FEET, TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
31. SOUTH 53°00'18" WEST, A DISTANCE OF 52.06 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A POINT OF CURVATURE;
32. IN A NORTHWESTERLY DIRECTION, ALONG SAID CURVE TO THE LEFT A DISTANCE OF 25.92 FEET, WITH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 16.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 65°49'22" WEST, 23.33 FEET, TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
33. SOUTH 69°10'38" WEST, A DISTANCE OF 113.50 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A POINT OF CURVATURE;
34. IN A SOUTHWESTERLY DIRECTION, ALONG SAID CURVE TO THE LEFT A DISTANCE OF 39.27 FEET, WITH A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 24°10'38" WEST, 35.36 FEET, TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
35. SOUTH 20°49'22" EAST, A DISTANCE OF 1117.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
36. SOUTH 69°10'38" WEST, A DISTANCE OF 120.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET IN THE EAST BOUNDARY LINE OF A CALLED 18.24 ACRES TRACT OF LAND DESCRIBED TO NOLINA COMM I LLC AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2023049838 OF SAID O.P.R.W.C.T.;

THENCE, WITH SAID EAST BOUNDARY LINE OF THE 18.24 ACRES TRACT, NORTH 20°49'22" WEST, A DISTANCE OF 225.11 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;

THENCE, WITH THE NORTH BOUNDARY LINE OF SAID 18.24 ACRES TRACT, SOUTH 79°19'28" WEST, A DISTANCE OF 61.13 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET IN THE EAST BOUNDARY LINE OF A CALLED 122.6884 ACRES TRACT OF LAND DESCRIBED TO RR 122 HOLDINGS LLC AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NUMBER 2022022743 OF SAID O.P.R.W.C.; FOR THE NORTH CORNER OF SAID 18.24 ACRES TRACT; FROM WHICH A 1/2" IRON ROD FOUND IN THE WEST BOUNDARY LINE OF SAID 523.521 ACRES TRACT AND THE EAST BOUNDARY LINE OF SAID 122.6884 ACRE TRACT, SAME BEING THE WEST BOUNDARY LINE OF SAID 18.24 ACRES TRACT, BEARS SOUTH 11°22'19" EAST A DISTANCE OF 177.63 FEET;

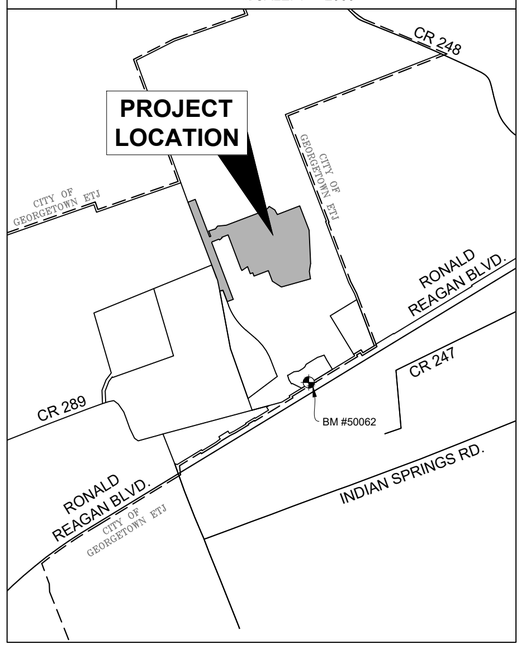
THENCE, NORTH 11°22'19" WEST, WITH THE WEST BOUNDARY LINE OF SAID 523.521 ACRES TRACT AND THE EAST BOUNDARY LINE OF SAID 122.6884 ACRES TRACT, A DISTANCE OF 201.34 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE, NORTH 20°43'33" WEST, A DISTANCE OF 258.10 FEET TO A 1/2-IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;

THENCE, NORTH 20°50'05" WEST, A DISTANCE OF 1303.18 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 47.339 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

VICINITY MAP

SCALE: 1" = 2000'



SUBMITTAL DATE: 06/11/2023

SUBDIVISION INFORMATION

OWNER: JOHNSON DEVELOPMENT SERVICES
ACREAGE: 47.339 ACRES
SURVEY: JAMES NORTHCROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 305
SURVEYOR: KIMLEY-HORN & ASSOCIATES, INC.
ENGINEER: KIMLEY-HORN & ASSOCIATES, INC.
LINEAR FOOTAGE OF NEW STREETS: ±7,159'
NUMBER OF LOTS: 119
LAND USE: SINGLE-FAMILY

LOT INFORMATION

TYPE	TOTAL	ACREAGE	ACREAGE
SINGLE-FAMILY	116	18.245	
PROPOSED DRAINAGE	1	1.170	
HOA LANDSCAPE	2	16.583	
TOTAL	**119**	**35.998**	**35.998**

STREET INFORMATION

NAME	CLASSIFICATION	DESIGN SPEED	DESIGNATION	R.O.W. WIDTH	PAVEMENT WIDTH	LENGTH	ACREAGE	ACREAGE
WILD NOLINA WAY	ARTERIAL	45 MPH	PUBLIC	120' (MIN)	*45 LF (LOG-LOG)	1995'	5.496	
HORSEMINT LANE	LOCAL	25 MPH	PUBLIC	50'	30 LF (LOG-LOG)	992'	1.505	
	MINOR COLLECTOR	35 MPH	PUBLIC	69'	37 LF (LOG-LOG)	264'		
ASH JUNIPER ROAD	LOCAL	25 MPH	PUBLIC	50'	30 LF (LOG-LOG)	461'	0.195	
MEADOW BEAUTY LANE	LOCAL	25 MPH	PUBLIC	50'	30 LF (LOG-LOG)	894'	1.084	
GOLDEN SAGE AVENUE	LOCAL	25 MPH	PUBLIC	50'	30 LF (LOG-LOG)	575'	0.695	
COYOTE WILLOW WAY	LOCAL	25 MPH	PUBLIC	50'	30 LF (LOG-LOG)	668'	0.716	
WINGSTEM WAY	LOCAL	25 MPH	PUBLIC	50'	30 LF (LOG-LOG)	848'	0.948	
PIPE CACTUS PASS	LOCAL	25 MPH	PUBLIC	50'	30 LF (LOG-LOG)	580'	0.614	
BLOOMSDALE BOULEVARD	LOCAL	25 MPH	PUBLIC	50'	30 LF (LOG-LOG)	27'	0.088	
					TOTAL:	**7,304'**	**11.341**	**11.341**
							TOTAL ACREAGE:	**47.339**

PAVEMENT WIDTH MEASURED IN LINEAR FEET (LF), FROM LIP-OF-GUTTER TO LIP-OF-GUTTER (LOG-LOG).
NOTE: MINIMUM ROW WIDTH FOR MINOR COLLECTOR IS 60'
*PAVEMENT WIDTH BASED ON ESTIMATED AVERAGE DAILY TRIPS AND WILLIAMSON COUNTY SUBDIVISION REGULATIONS AS OF DECEMBER 7TH, 2021. PAVEMENT WIDTH TO BE 45-FT WHEN 6,000 > ADT > 3,000 OR TYPICAL ARTERIAL SECTION (24-FT WIDTH EACH DIRECTION AND 36-FT WHERE TURN LANES NEEDED) WHEN ADT > 6,000

SHEET INDEX:

1. COVER SHEET
2. OVERALL LAYOUT
3. PLAT LAYOUT
4. PLAT LAYOUT
5. SIGHT DISTANCE EASEMENTS
6. LINE & CURVE DATA
7. NOTES, CERTIFICATIONS & SIGNATURES

BENCHMARK

DATUM IS NAVD '88, USING GEOID 18, BASED ON GPS OBSERVATIONS.

BM #50062 MAG NAIL WITH WASHER STAMPED JPH SET APPROXIMATELY 3,000 FEET NORTHEAST OF THE INTERSECTION OF COUNTY ROAD 289 AND RONALD REAGAN BOULEVARD.

- ELEV.=942.405' (NAVD '88)

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
501 S AUSTIN AVENUE
SUITE 1310
GEORGETOWN, TEXAS 78626
PH: (512) 782-0602
ALEX.GRANADOS@KIMLEY-HORN.COM

SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD
CAMPUS IV, SUITE 200
AUSTIN, TEXAS 78759
PH: (512) 418-1771

OWNER/DEVELOPER:
JOHNSON DEVELOPMENT SERVICES
5005 RIVERWAY, SUITE 500
HOUSTON, TEXAS 77056
PH: (512) 496-4070

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Kimley»Horn
10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TEL. NO. (512) 418-1771
TBPELS FIRM # 10194624
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	9/10/2023	069291603	1 OF 7

DWG NAME: K:\AUS_SURVEY\AUSTIN SURVEY PROJECTS\BENTON+KONLE-ROCKIN WILCO (COMBINED)\069291603X -BENTON PROJECTS\069291601 - BENTON JDS TRACT (ALTA)\DWG\PLAT\V-PLAT PH2-069291603.DWG PLOTTED BY PAZITNEY: ROB 9/10/2023 4:35 PM LAST SAVED9/7/2023 5:05 PM

BLOOMSDALE BOULEVARD

WILD NOLINA WAY

ASH JUNIPER ROAD

HORSEMINT LANE

COYOTE WILLOW WAY

WINGSTEM WAY

PIPE CACTUS PASS

MEADOW BEAUTY LANE

GOLDEN SAGE AVENUE

CALLED 523.521 ACRES
JDS RR LLC
DOC. NO. 2022053696
OPRWCT

CALLED 160.107 ACRES
ONX-ROCKING WILCO LLC
DOC. NO. 2021191090
OPRWCT

CALLED 122.6884 ACRES
RR 122 HOLDINGS LLC
DOC. NO. 2022022743
OPRWCT

CALLED 18.24 ACRES
NOLINA COMM I LLC
DOC. NO. 2023049838
OPRWCT

1
HOA
LANDSCAPE LOT

3
HOA LANDSCAPE LOT

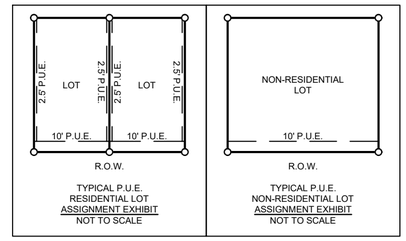
49
OPEN SPACE/
DRAINAGE LOT

PROPOSED 100-YR ATLAS-14
FLOODPLAIN STUDY BY
KIMLEY-HORN AND ASSOCIATES
DATED : 04/28/2023

MATCHLINE SHEET 4
MATCHLINE SHEET 5

MATCHLINE SHEET 4
MATCHLINE SHEET 3

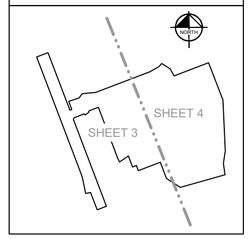
JAMES NORTHCROSS SURVEY
ABSTRACT 478
A. J. HAYHERST SURVEY
ABSTRACT 305



LEGEND

OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNIG
R.O.W.	RIGHT-OF-WAY
○	1/2-INCH IRON ROD WITH CAP "KHA" SET
●	1/2-INCH IRON ROD FOUND (CAP NOTED)
⊗	MAG NAIL SET
⌖	BENCHMARK
(#)	BLOCK NUMBER

SITE KEY



LINE TYPE LEGEND

- BOUNDARY LINE
- INTERIOR LOT LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- 5' SIDEWALK LINE
- APPROXIMATE SURVEY LINE
- CITY OF GEORGETOWN ETJ LINE
- MATCH LINE
- ATLAS FLOODPLAIN LINE
- SIGHT DISTANCE EASEMENTS

NORTH

GRAPHIC SCALE IN FEET
150 0 75 150 300
1" = 150' 18X24

FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 2

BEING 47.339 ACRES OUT OF THE
JAMES NORTHCROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 305
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TBPELS FIRM # 10194624
TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 150'	RPP	MMII	9/10/2023	069291603	2 OF 7

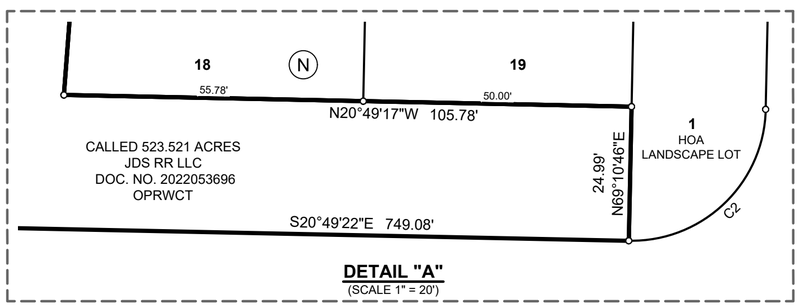
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DWG NAME: K:\AUS_SURVEY\AUSTIN SURVEY PROJECTS\BENTON-KONLE-ROCK\N WILCO (COMBINED)\069291603X - BENTON PROJECTS\069291601 - BENTON_JDS TRACT (ALTA)\DWG\PLAT\V-PLAT PH2-069291603.DWG PLOTTED BY PAZITNEY, ROB 9/10/2023 4:35 PM LAST SAVED9/7/2023 5:05 PM

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' 18X24



DETAIL "A"
(SCALE 1" = 20')

CALLED 523.521 ACRES
JDS RR LLC
DOC. NO. 2022053696
OPRWCT

MATCH LINE SHEET 4
MATCH LINE SHEET 3

HORSEMINT LANE (VARIABLE R.O.W. WIDTH)

PIPE CACTUS PASS (50' R.O.W. WIDTH)

COYOTE WILLOW WAY (50' R.O.W. WIDTH)

WINGSTEM WAY (50' R.O.W. WIDTH)

GOLDEN SAGE AVENUE (50' R.O.W. WIDTH)

PROPOSED 100-YR ATLAS-14 FLOODPLAIN,
STUDY BY KIMLEY-HORN AND ASSOCIATES
DATED : 04/28/2023

30' WASTEWATER EASEMENT
DOC.NO. 2023065346
OPRWCT

49
OPEN SPACE/
DRAINAGE LOT

N20°49'22"W 210.23'

N57°06'44"W 199.33'

S69°10'38"W 285.00'

N20°49'22"W 66.50'

S68°56'29"W 50.00'

N20°49'22"W 142.17'

S55°52'51"W 129.59'

N25°36'49"W 46.53'

ASH JUNIPER ROAD
(50 R.O.W. WIDTH)

S53°00'18"W 52.06'

CALLED 523.521 ACRES
JDS RR LLC
DOC. NO. 2022053696
OPRWCT

VARIABLE WIDTH
WASTEWATER EASEMENT
DOC.NO. 2023065346
OPRWCT

CALLED 523.521 ACRES
JDS RR LLC
DOC. NO. 2022053696
OPRWCT

ASH JUNIPER ROAD
(50 R.O.W. WIDTH)

DETAIL "A"

1
HOA LANDSCAPE LOT

S20°49'22"E 749.08'

S20°49'22"E 1117.00'

WILD NOLINA WAY (VARIABLE R.O.W. WIDTH)

"FOREST 1847"

N69°09'40"E 147.07'

136.00'

P.O.B.

L1

C1

S20°49'22"E 1608.93'

1167.18'

N20°50'05"W 1303.18'

VARIABLE WIDTH DRAINAGE
EASEMENT HEREBY DEDICATED

15' WATERLINE EASEMENT
DOC.NO. 2023065346
OPRWCT

1
HOA LANDSCAPE LOT

S69°10'38"W 120.00'

N20°49'22"W 225.11'

N20°43'33"W 258.10'

S78°37'41"W 61.13'

N11°22'19"W 201.34'

S11°22'19"E 177.63'

N20°50'05"W 332.42'

CALLED 156.428 ACRES
NORTHVISTA RANCH LLC
DOC. NO. 2020015078
OPRWCT

CALLED 160.107 ACRES
ONX-ROCKING WILCO LLC
DOC. NO. 2021191090
OPRWCT

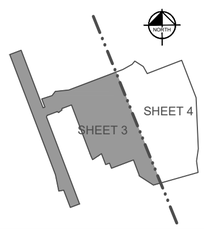
CALLED 122.6884 ACRES
RR 122 HOLDINGS LLC
DOC. NO. 2022022743
OPRWCT

CALLED 18.24 ACRES
NOLINA COMM I LLC
DOC. NO. 2023049838
OPRWCT

CITY OF GEORGETOWN ETJ

JAMES NORTHCROSS SURVEY
ABSTRACT 478
A. J. HAYHERST SURVEY
ABSTRACT 305

SITE KEY



LEGEND

OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNIG
R.O.W.	RIGHT-OF-WAY
○	1/2-INCH IRON ROD WITH CAP "KHA" SET
●	1/2-INCH IRON ROD FOUND (CAP NOTED)
⊗	MAG NAIL SET
	BENCHMARK
(#)	BLOCK NUMBER

LINE TYPE LEGEND

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- MATCH LINE
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- SIGHT DISTANCE EASEMENTS

FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 2

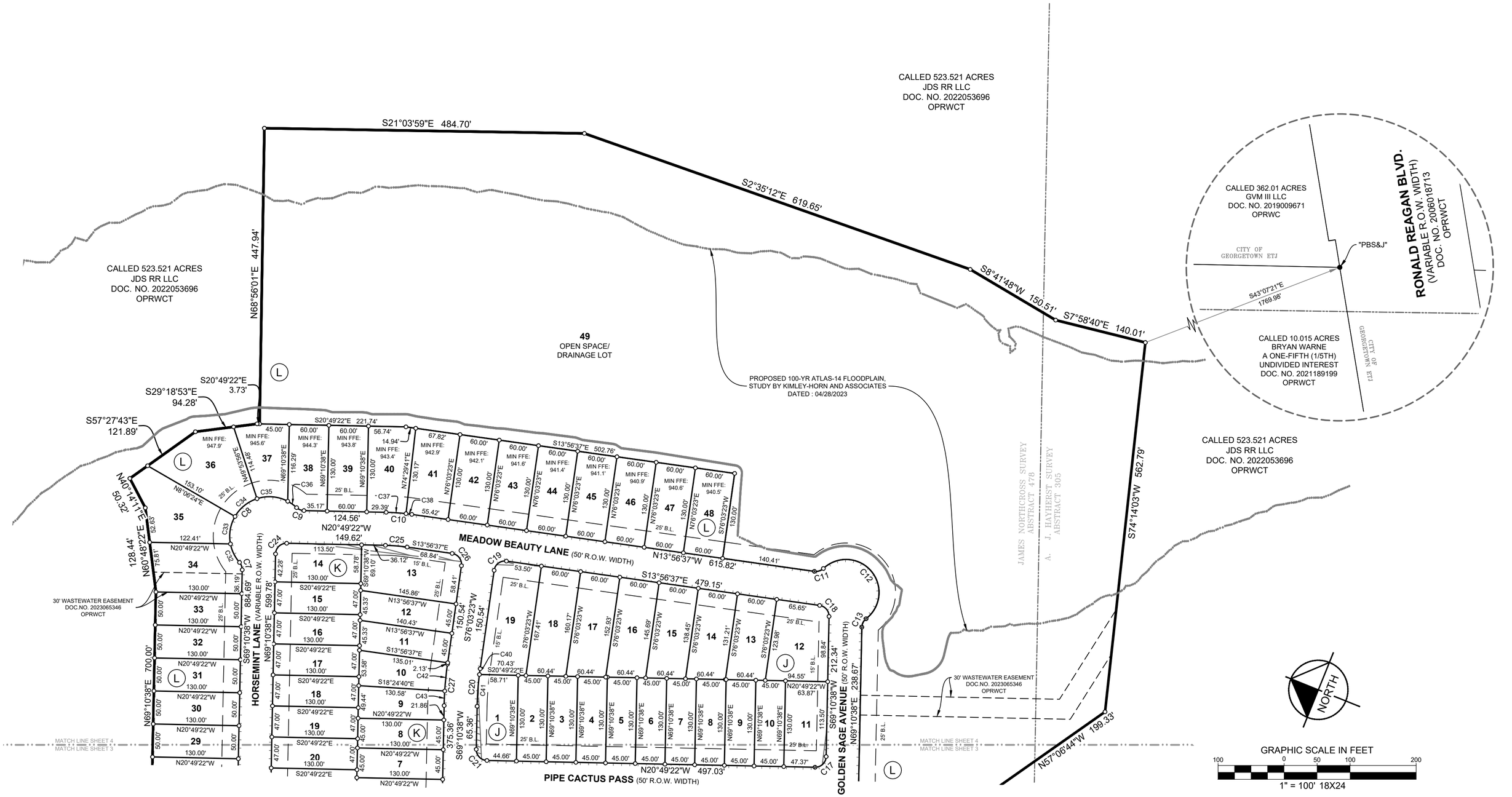
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JAMES NORTHCROSS SURVEY, ABSTRACT 478
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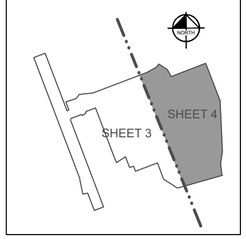
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 100'	RPP	MMII	9/10/2023	069291603	3 OF 7

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DWG NAME: K:\AUS_SURVEY\AUSTIN SURVEY PROJECTS\BENTON-KONLE-ROCKIN WILCO (COMBINED)\069291603X - BENTON PROJECTS\069291601 - BENTON JDS TRACT (ALTA)\DWG\PLAT\V-PLAT PH2-069291603.DWG PLOTTED BY PAZITNEY, ROB 9/10/2023 4:35 PM LAST SAVED9/7/2023 5:05 PM



SITE KEY



LEGEND

OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNIG
R.O.W.	RIGHT-OF-WAY
○	1/2-INCH IRON ROD WITH CAP "KHA" SET
●	1/2-INCH IRON ROD FOUND (CAP NOTED)
⊗	MAG NAIL SET
✥	BENCHMARK
(#)	BLOCK NUMBER

LINE TYPE LEGEND

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FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 2

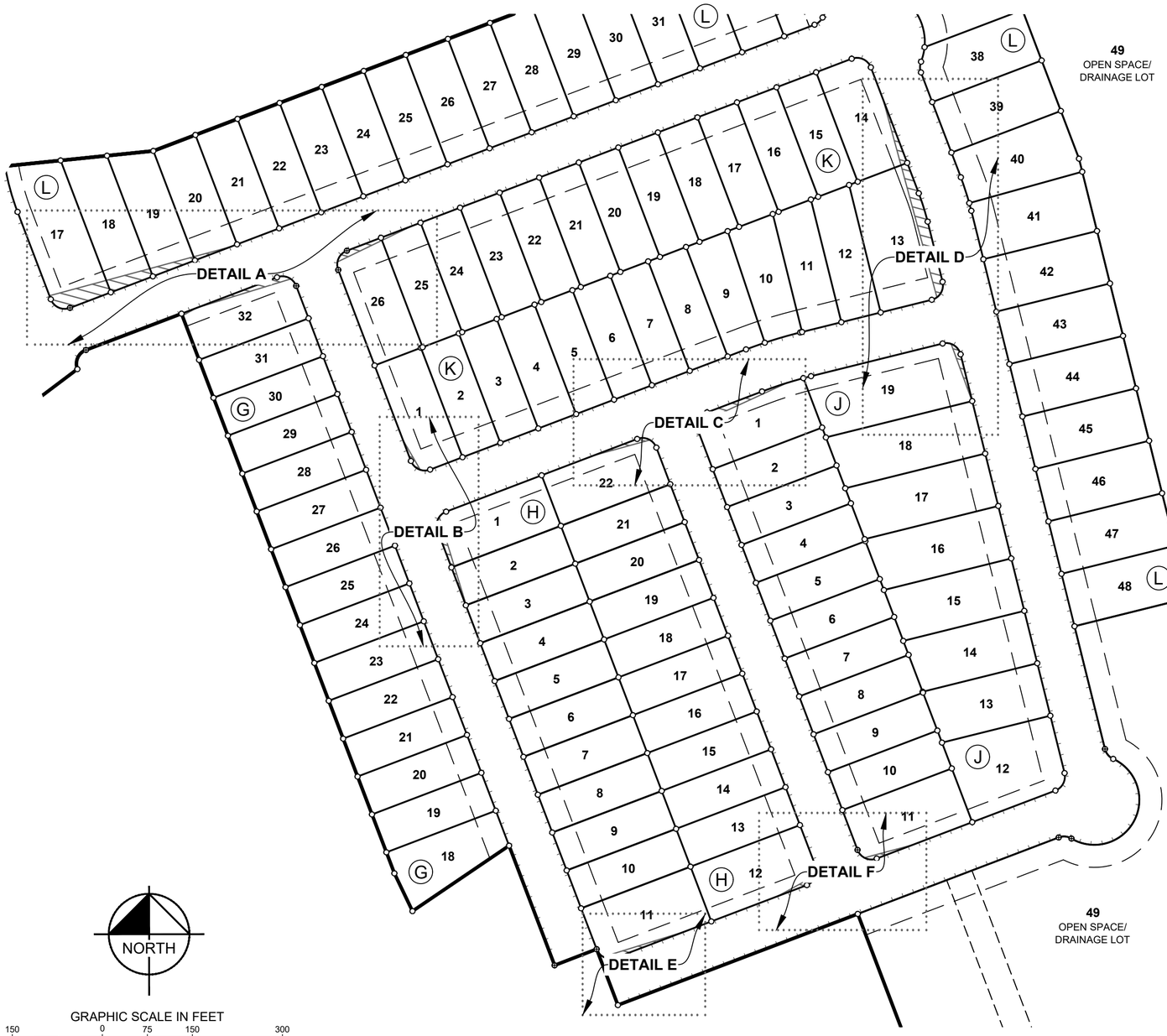
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JAMES NORTHCROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 305
WILLIAMSON COUNTY, TEXAS

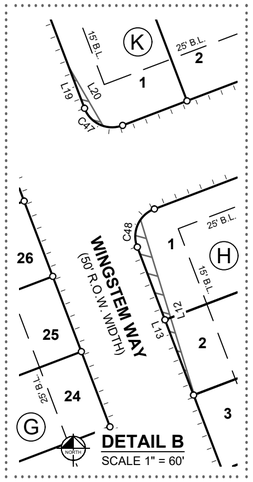
Kimley»Horn
10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TBPELS FIRM # 10194624
TEL. NO. (512) 418-1771
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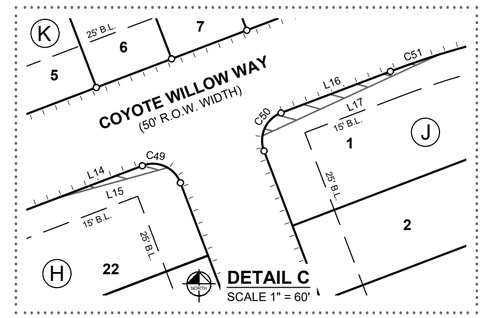
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 100'	RPP	MMII	9/10/2023	069291603	4 OF 7

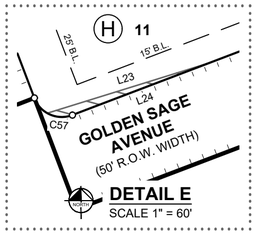
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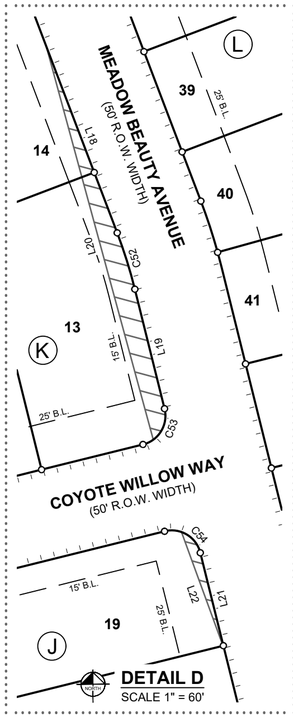
DWG NAME: K:\AUS_SURVEY\AUSTIN SURVEY PROJECTS\BENTON-KONLE-ROCKIN WILCO (COMBINED)\069291603 - BENTON PROJECTS\069291603 - BENTON JDS TRACT (ALTA)\DWG\PLAT\V-PLAT PH2-069291603.DWG PLOTTED BY PAZITNEY, ROB 9/10/2023 4:35 PM LAST SAVED9/7/2023 5:05 PM

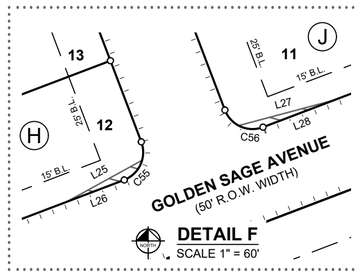


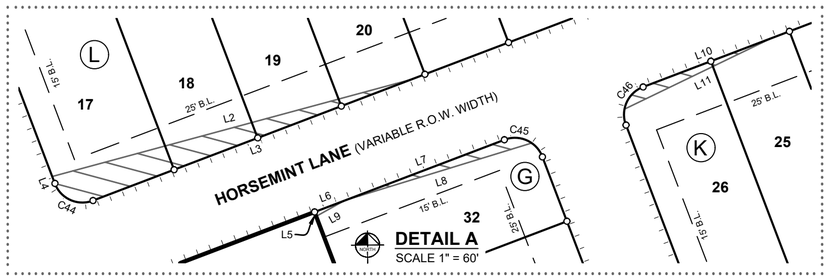


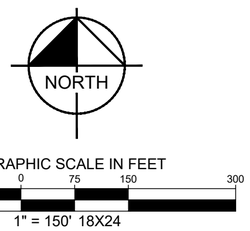












GRAPHIC SCALE IN FEET

150 0 75 150 300

1" = 150' 18X24

LEGEND

OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNIG
R.O.W.	RIGHT-OF-WAY
○	1/2-INCH IRON ROD WITH CAP "KHA" SET
●	1/2-INCH IRON ROD FOUND (CAP NOTED)
⊗	MAG NAIL SET
⌖	BENCHMARK
(#)	BLOCK NUMBER

LINE TYPE LEGEND

- BOUNDARY LINE
- INTERIOR LOT LINE
- ADJOINING PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- 5' SIDEWALK LINE
- APPROXIMATE SURVEY LINE
- CITY OF GEORGETOWN ETJ LINE
- MATCH LINE
- ATLAS FLOODPLAIN LINE
- SIGHT DISTANCE EASEMENTS

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FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 2

BEING 47.339 ACRES OUT OF THE
JAMES NORTHCROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 305
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TBPELS FIRM # 10194624
TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 150'	RPP	MMII	9/10/2023	069291603	5 OF 7

DWG NAME: K:\AUS_SURVEY\AUSTIN SURVEY PROJECTS\BENTON-KONLE-ROCKIN WILCO (COMBINED)\069291603X - BENTON PROJECTS\069291601 - BENTON JDS TRACT (ALTA)\DWG\PLAT\V-PLAT PH2-069291603.DWG PLOTTED BY PAZITNEY, ROB 9/10/2023 4:35 PM LAST SAVED9/7/2023 5:05 PM

BLOCK G		
LOT NO.	ACRES	SQ. FT.
18	0.168	7,308
19	0.134	5,850
20	0.134	5,850
21	0.134	5,850
22	0.134	5,850
23	0.134	5,850
24	0.134	5,850
25	0.134	5,850
26	0.134	5,850
27	0.134	5,850
28	0.134	5,850
29	0.134	5,850
30	0.134	5,850
31	0.134	5,850
32	0.163	7,092

BLOCK H		
LOT NO.	ACRES	SQ. FT.
1	0.178	7,742
2	0.134	5,850
3	0.134	5,850
4	0.134	5,850
5	0.134	5,850
6	0.134	5,850
7	0.134	5,850
8	0.134	5,850
9	0.134	5,850
10	0.134	5,850
11	0.193	8,396
12	0.193	8,396
13	0.134	5,850
14	0.134	5,850
15	0.134	5,850
16	0.134	5,850
17	0.134	5,850
18	0.134	5,850
19	0.134	5,850
20	0.134	5,850
21	0.134	5,850
22	0.178	7,742

BLOCK J		
LOT NO.	ACRES	SQ. FT.
1	0.180	7,853
2	0.134	5,850
3	0.134	5,850
4	0.134	5,850
5	0.134	5,850
6	0.134	5,850
7	0.134	5,850
8	0.134	5,850
9	0.134	5,850
10	0.134	5,850
11	0.189	8,245
12	0.236	10,297
13	0.176	7,656
14	0.186	8,090
15	0.196	8,524
16	0.206	8,959
17	0.216	9,393
18	0.226	9,827
19	0.274	11,955

BLOCK K		
LOT NO.	ACRES	SQ. FT.
1	0.163	7,092
2	0.134	5,850
3	0.134	5,850
4	0.134	5,850
5	0.134	5,850
6	0.134	5,850
7	0.134	5,850
8	0.134	5,850
9	0.139	6,075
10	0.147	6,387
11	0.142	6,197
12	0.148	6,442
13	0.253	11,035
14	0.174	7,582
15	0.140	6,110
16	0.140	6,110
17	0.140	6,110
18	0.140	6,110
19	0.140	6,110
20	0.140	6,110
21	0.140	6,110
22	0.140	6,110
23	0.140	6,110
24	0.140	6,110
25	0.140	6,110
26	0.169	7,352

BLOCK L		
LOT NO.	ACRES	SQ. FT.
18	0.172	7,502
19	0.157	6,834
20	0.149	6,500
21	0.149	6,500
22	0.149	6,500
23	0.149	6,500
24	0.149	6,500
25	0.149	6,500
26	0.149	6,500
27	0.149	6,500
28	0.149	6,500
29	0.149	6,500
30	0.149	6,500
31	0.149	6,500
32	0.149	6,500
33	0.149	6,500
34	0.225	9,788
35	0.256	11,134
36	0.282	12,297
37	0.169	7,345
38	0.176	7,655
39	0.179	7,800
40	0.196	8,540
41	0.197	8,587
42	0.179	7,800
43	0.179	7,800
44	0.179	7,800
45	0.179	7,800
46	0.179	7,800
47	0.179	7,800
48	0.179	7,800
49	16.583	722,372

BLOCK N		
LOT NO.	ACRES	SQ. FT.
1	0.085	3,682
18	0.156	6,792
19	0.149	6,501

BLOCK R		
LOT NO.	ACRES	SQ. FT.
3	1.085	47,257

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'58"	25.00'	39.28'	N65°49'51"W	35.36'
C2	90°00'00"	25.00'	39.27'	N65°49'22"W	35.36'
C3	90°00'00"	16.50'	25.92'	S24°10'38"W	23.33'
C4	3°08'14"	325.00'	17.80'	S19°15'15"E	17.79'
C5	10°59'03"	275.02'	52.72'	N15°19'49"W	52.64'
C6	90°00'00"	16.50'	25.92'	N65°49'22"W	23.33'
C7	42°23'27"	16.50'	12.21'	S47°58'54"W	11.93'
C8	174°46'21"	60.00'	183.02'	N65°49'39"W	119.88'
C9	42°22'54"	16.50'	12.21'	N00°22'05"E	11.93'
C10	6°52'45"	325.00'	39.02'	N17°23'00"W	39.00'
C11	51°23'12"	16.50'	14.80'	S39°38'13"E	14.31'
C12	185°53'40"	50.00'	162.22'	N27°37'00"E	99.87'
C13	51°23'12"	16.50'	14.80'	N85°07'46"W	14.31'
C14	90°00'00"	16.50'	25.92'	S24°10'38"W	23.33'
C15	90°00'00"	16.50'	25.92'	S65°49'22"E	23.33'
C16	90°00'00"	16.50'	25.92'	N24°10'38"E	23.33'
C17	90°00'00"	16.50'	25.92'	N65°49'22"W	23.33'
C18	83°07'15"	16.50'	23.94'	S27°37'00"W	21.89'
C19	90°00'00"	16.50'	25.92'	S58°56'37"E	23.33'
C20	6°52'45"	475.00'	57.03'	S72°37'00"W	57.00'
C21	90°00'00"	16.50'	25.92'	N24°10'38"E	23.33'
C22	90°00'00"	16.50'	25.92'	N65°49'22"W	23.33'
C23	90°00'00"	16.50'	25.92'	N24°10'38"E	23.33'
C24	90°00'00"	16.50'	25.92'	S65°49'22"E	23.33'
C25	6°52'45"	275.00'	33.02'	S17°23'00"E	33.00'
C26	90°00'00"	16.50'	25.92'	S31°03'23"W	23.33'
C27	6°52'45"	525.00'	63.03'	S72°37'00"W	62.99'
C28	90°00'00"	16.50'	25.92'	S65°49'22"E	23.33'
C29	90°00'00"	25.00'	39.27'	S24°10'38"W	35.36'
C30	90°00'00"	16.50'	25.92'	N65°49'22"W	23.33'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C31	90°00'00"	16.50'	25.92'	S24°10'38"W	23.33'
C32	30°06'32"	60.00'	31.53'	S41°50'27"W	31.17'
C33	41°12'41"	60.00'	43.16'	S77°30'04"W	42.23'
C34	41°47'32"	60.00'	43.76'	N60°59'50"W	42.80'
C35	45°44'09"	60.00'	47.89'	N17°14'00"W	46.63'
C36	15°55'27"	60.00'	16.68'	N13°35'48"E	16.62'
C37	5°19'03"	325.00'	30.16'	N18°09'50"W	30.15'
C38	1°33'42"	325.00'	8.86'	N14°43'28"W	8.86'
C39	90°00'00"	16.50'	25.92'	N65°49'22"W	23.33'
C40	1°03'42"	475.00'	8.80'	N75°31'32"E	8.80'
C41	5°49'02"	475.00'	48.23'	N72°05'09"E	48.21'
C42	4°28'03"	525.00'	40.94'	S73°49'21"W	40.93'
C43	2°24'41"	525.00'	22.10'	S70°22'59"W	22.09'
C44	90°00'00"	16.50'	25.92'	N65°49'22"W	23.33'
C45	55°22'54"	16.50'	15.95'	S83°07'55"E	15.34'
C46	58°21'26"	16.50'	16.81'	N39°59'55"E	16.09'
C47	51°14'39"	16.50'	14.76'	N46°26'42"W	14.27'
C48	55°22'54"	16.50'	15.95'	N06°52'05"E	15.34'
C49	50°30'53"	16.50'	14.55'	S85°33'56"E	14.08'
C50	59°53'39"	16.50'	17.25'	N39°13'49"E	16.47'
C51	3°31'44"	475.00'	29.26'	N70°56'30"E	29.25'
C52	6°52'45"	275.00'	33.02'	S17°23'00"E	33.00'
C53	67°47'46"	16.50'	19.52'	S19°57'16"W	18.40'
C54	56°36'25"	16.50'	16.30'	S42°14'50"E	15.65'
C55	53°32'07"	16.50'	15.42'	S42°24'35"W	14.86'
C56	48°53'34"	16.50'	14.08'	N86°22'35"W	13.66'
C57	50°14'32"	16.50'	14.47'	N85°42'06"W	14.01'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N69°09'40"E	2.04'
L2	N74°52'39"E	208.22'
L3	S69°10'38"W	190.69'
L4	N20°49'22"W	4.18'
L5	N20°49'22"W	2.55'
L6	N69°10'38"E	17.48'
L7	N69°10'38"E	95.01'
L8	S72°55'55"W	108.82'
L9	S60°51'47"W	17.66'
L10	N69°10'38"E	76.89'
L11	S64°14'52"W	91.28'
L12	S17°04'05"E	108.82'
L13	N20°49'22"W	95.01'
L14	N69°10'38"E	50.95'
L15	S74°34'00"W	63.97'
L16	N69°10'38"E	65.36'
L17	S65°19'45"W	109.11'
L18	S20°49'22"E	111.31'
L19	S13°56'37"E	68.84'
L20	N15°12'51"W	227.62'
L21	S13°56'37"E	55.64'
L22	N20°02'38"W	69.81'
L23	N72°45'21"E	95.29'
L24	S69°10'38"W	82.42'
L25	N61°10'54"E	48.12'
L26	S69°10'38"W	34.39'
L27	N75°03'54"E	55.10'
L28	S69°10'38"W	42.37'

FINAL PLAT

NOLINA SUBDIVISION

PHASE 1 SECTION 2

BEING 47.339 ACRES OUT OF THE
JAMES NORTHCROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 305
WILLIAMSON COUNTY, TEXAS

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SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	9/10/2023	069291603	6 OF 7

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DWG NAME: K:\AUS_SURVEY\AUSTIN SURVEY PROJECTS\BENTON-KONLE-ROCKIN WILCO (COMBINED)\069291603X -BENTON PROJECTS\069291601 - BENTON JDS TRACT (ALTA)\DWG\PLAT\V-PLAT PH2-069291603.DWG PLOTTED BY PAZITNEY, ROB 9/10/2023 4:35 PM LAST SAVED9/7/2023 5:05 PM

FINAL PLAT
NOLINA SUBDIVISION
PHASE 1 SECTION 2

BEING 47.339 ACRES OUT OF THE
JAMES NORTHCROSS SURVEY, ABSTRACT 478
A. J. HAYHERST SURVEY, ABSTRACT 305
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:
   WATER: CITY OF GEORGETOWN
   WASTEWATER/SEPTIC: CITY OF GEORGETOWN
   ELECTRIC: PEDERNALES ELECTRIC COMPANY
2. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
3. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100 YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY TEXAS.
4. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE BFE (BASE FLOOD ELEVATION), WHICHEVER IS HIGHER.
5. A 10-FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.
6. BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE ~~GRID~~ SURFACE VALUES. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. Scale factor is: 1.00015784 86
7. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY WILLIAMSON COUNTY, TEXAS. WILLIAMSON COUNTY DOES NOT ASSUME ANY OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. WILLIAMSON COUNTY DOES NOT ASSUME ANY RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS IN THEIR RESPECTIVE JURISDICTIONS.
8. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
9. ALL RODS WILL BE SET AT THE CONCLUSION OF CONSTRUCTION.
10. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
11. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE CONTRIBUTING ZONE PLAN (CZP) IN WRITING.
12. ALL SEDIMENTATION, FILTRATION, DETENTION, AND/OR RETENTION BASINS AND RELATED APPURTENANCES SHOWN SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT OR DRAINAGE LOT. THE OWNERS, HOA, OR ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION FACILITIES SHALL MAINTAIN SAME AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION, AND UPKEEP.
13. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
14. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
15. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
16. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
17. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
18. MAX OF 65% IMPERVIOUS COVER PER LOT, OTHERWISE STORM WATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR TO REVIEW THE STORM WATER MANAGEMENT CONTROLS PROPOSED ON LOT.
19. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THE HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
20. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THE CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
21. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
22. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS AND MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION, THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
23. THIS SUBDIVISION IS SUBJECT TO STORM WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
24. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
25. LOTS 35 THROUGH 37 OF BLOCK L, LOTS 2 THROUGH 12, AND 15 THROUGH 25 OF BLOCK K, LOTS 2 THROUGH 10 OF BLOCK J, LOTS 2 THROUGH 10, LOTS 13 THROUGH 21 OF BLOCK H, AND LOTS 18 THROUGH 31 OF BLOCK G MAY NOT BE FURTHER SUBDIVIDED.
26. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO WILD NOLINA WAY OR THE ADJACENT COUNTY ROADS.
27. DRIVEWAY ACCESS TO LOTS WITHIN THE SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
28. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED JUNE 22, 2021.
29. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOT 49 BLOCK R, PROPOSED WITH THIS FINAL PLAT. A REVISED FINAL PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOT 49 BLOCK R INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.
30. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
31. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY KIMLEY-HORN AND ASSOCIATES ON 4/28/2023.
32. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OF CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGH FARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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KIMLEY-HORN AND ASSOCIATES, INC.
ALL RIGHTS RESERVED

OWNER CERTIFICATION:

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

THAT JDS RR LLC., ACTING HEREBY AND THROUGH MEMORIAL DEVELOPMENT SERVICES, INC., A TEXAS CORPORATION, ITS MANAGER. OWNER OF THE CERTAIN 119.507 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022010857 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS NOLINA SUBDIVISION PHASE 1 SECTION 2.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 31 DAY OF August, 2023 .

JDS RR LLC., a Texas Limited Liability Company

BY:Memorial Development Services, Inc., a Texas Corporation, its Manager

BY: _____

NAME: L. Michael Cox

TITLE: President

ADDRESS: 5005 Riverway, Suite 500
Houston, Texas 77056

STATE OF TEXAS §
COUNTY OF Harris § **KNOW ALL MEN BY THESE PRESENTS**

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED L. Michael Cox, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31 DAY OF August, 2023.

Diana Elaine Pine
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: October 9, 2025

DIANA ELAINE PINE
Notary ID #129276629
My Commission Expires
October 9, 2025

THE STATE OF Arizona §
COUNTY OF Maricopa § **§ KNOW ALL MEN BY THESE PRESENTS:**

CONSENT OF LIENHOLDER:

BY SIGNING THIS PLAT, FOR AND IN CONSIDERATION OF THE SUM OF TEN ($10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED HEREBY RELEASES THE RIGHTS-OF-WAY, STREET, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES DEDICATED TO THE COUNTY OR TO PUBLIC USE SET FORTH ON THIS PLAT, FROM ANY DEED OF TRUST, VENDOR'S LIEN, OR OTHER TYPE OF LIEN OR NOTE ON THE PROPERTY OWNED BY THE LIEN HOLDER, INCLUDING BUT NOT LIMITED TO THE NOTE AND LIEN DESCRIBED IN THE INSTRUMENT ENTITLED DEED OF TRUST AND SECURITY AGREEMENT,

DATED 9/8/2023, 2023, FILED OF RECORD IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AT

DOCUMENT NO. 2022115476

LIENHOLDER NAME:

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____

NAME: STEVEN D. STREHLOW

TITLE: VICE PRESIDENT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS

THE 6th DAY OF September 2023, PERSONALLY APPEARED, STEVEN D STREHLOW AS VICE PRESIDENT OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION , A DULY AUTHORIZED AGENT WITH AUTHORITY TO SIGN SAID DOCUMENT, PERSONALLY KNOWN TO ME (AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6th DAY OF September, 2023.

Gail B. Geach
NOTARY PUBLIC IN AND FOR THE STATE OF Arizona

PRINTED NAME: Gail B. Geach

MY COMMISSION EXPIRES ON: 3/6/2024

GAIL B. GEACH
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
Commission #: 620913
My Comm. Expires March 5, 2026

ENGINEER'S CERTIFICATION:

I, ALEJANDRO E. GRANADOS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEMA FLOOD INSURANCE RATE MAPS (FIRM) FOR WILLIAMSON COUNTY AND INCORPORATED AREAS, TEXAS COMMUNITY PANEL NO. 4810790275, MAP NO. 48491C0275E, EFFECTIVE DATE: SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO WILLIAMSON COUNTY REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS,

THIS 11 DAY OF September, 2023.

09/11/2023

ALEJANDRO E. GRANADOS RICO, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 130084
KIMLEY-HORN AND ASSOCIATES, INC.
501 S AUSTIN AVENUE, SUITE 1310
GEORGETOWN, TEXAS 78626
PH. (512) 782-0602
ALEX.GRANADOS@KIMLEY-HORN.COM

STATE OF TEXAS
ALEJANDRO E. GRANADOS RICO
130084
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

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

TO CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS, THIS 11 DAY OF SEPTEMBER 2023.

11SEP2023

MICHAEL A MONTGOMERY II, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6890

STATE OF TEXAS
REGISTERED
MICHAEL A. MONTGOMERY II
6890
PROFESSIONAL
LAND SURVEYOR

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12 DAY OF Sept, 2023 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

COUNTY JUDGE CERTIFICATION:

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

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

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

COUNTY CLERK'S CERTIFICATION:

I, **NANCY E. RISTER**, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

THE _____DAY OF _____, 2023, A.D., AT _____O'CLOCK,___.M., AND DULY RECORDED THIS

THE _____DAY OF _____, 2023, A.D., AT _____O'CLOCK, ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN

DOCUMENT NO. _____OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

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

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Kimley»Horn
10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759
TEL. NO. (512) 418-1771
TBPELS FIRM # 10194624
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	8/29/2023	069291603	7 OF 7

8/25/2023 12:16 PM
DWG NAME: C:\USERS\ALEX.GRANADOS\ONEDRIVE - KHDESKTOP\V-PLAT PH2-069291603.DWG PLOTTED BY GRANADOS, ALEX 8/29/2023 1:21 PM LAST SAVED 8/29/2023

Commissioners Court - Regular Session **31.**

Meeting Date: 09/19/2023

Final plat for the CR 333 subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the CR 333 subdivision – Precinct 4.

Background

This subdivision consists of 3 lots and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

2023-07-20 – initial submittal of the final plat
2023-08-16 – 1st review complete with comments
2023-08-21 – 2nd submittal of final plat
2023-08-30 – 2nd review complete with comments
2023-09-06 – 3rd submittal of final plat
2023-09-07 – 3rd review complete with comments clear
2023-09-07 – receipt of final plat with signatures
2023-09-14 – final plat placed on September 19, 2023, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final (minor) plat - CR 333

Form Review

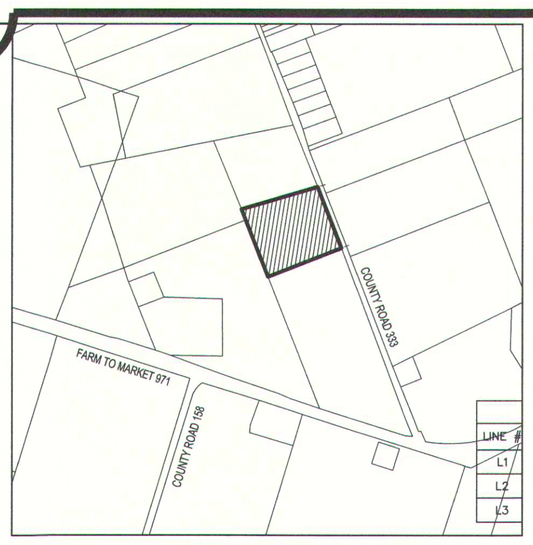
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:35 AM
Form Started By: Adam Boatright		Started On: 09/14/2023 11:20 AM
Final Approval Date: 09/14/2023		

MINOR PLAT OF

CR 333 SUBDIVISION

10.83 ACRES

OUT OF THE I. & G.N.R.R. CO. SURVEY, ABSTRCT NO 774,
AND
I. & G.N.R.R. CO. SURVEY, ABSTRCT NO 769
WILLIAMSON COUNTY, TEXAS



LOCATION MAP
SCALE 1" = 1000'



VICINITY MAP
SCALE 1" = 200'

0' 100' 200'
SCALE: 1" = 100'

LEGEND

⊕	DENOTES BENCHMARK (SEE NOTE)
●	DENOTES 1/2" ST. SK. SET
○	DENOTES 1/2" ST. SK. FND.
D.E.	DRAINAGE EASEMENT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
■	CONCRETE MONUMENT
———	BOUNDARY LINE
———	PROPERTY LINE
— — —	R.O.W. LINE
- - - - -	UTILITY OR DRAINAGE EASEMENTS
BLOCK A	BLOCK NUMBER
(X.XX ACRES)	USEABLE ACRAGE

OWNER'S NAME:
JAMES BLAMEY, DIRECTOR OF DEVELOPMENT
2334 CR 333 10, LLC.
100 E. WHITESTONE BLVD. SUITE 148, #218
CEDAR PARK, TX 78613

SURVEYOR'S COMPANY NAME AND CONTACT INFORMATION:
GEORGE E. LUCAS
REGISTERED PROFESSIONAL SURVEYOR NO. 4160,
CELCO SURVEYING FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78259

ENGINEER'S COMPANY NAME AND CONTACT INFORMATION:
HUGO ELIZONDO, JR.,
REGISTERED PROFESSIONAL ENGINEER NO. 69781
CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524
120 RIVERWALK DRIVE, SUITE 208
SAN MARCOS, TEXAS 78666

DATE: JUNE 21, 2023

ACREAGE OF TOTAL SITE: 10.83 ACRES

TOTAL NUMBER OF BLOCKS: 1 BLOCKS (A)

TOTAL NUMBER OF LOTS: 3 LOTS TOTAL

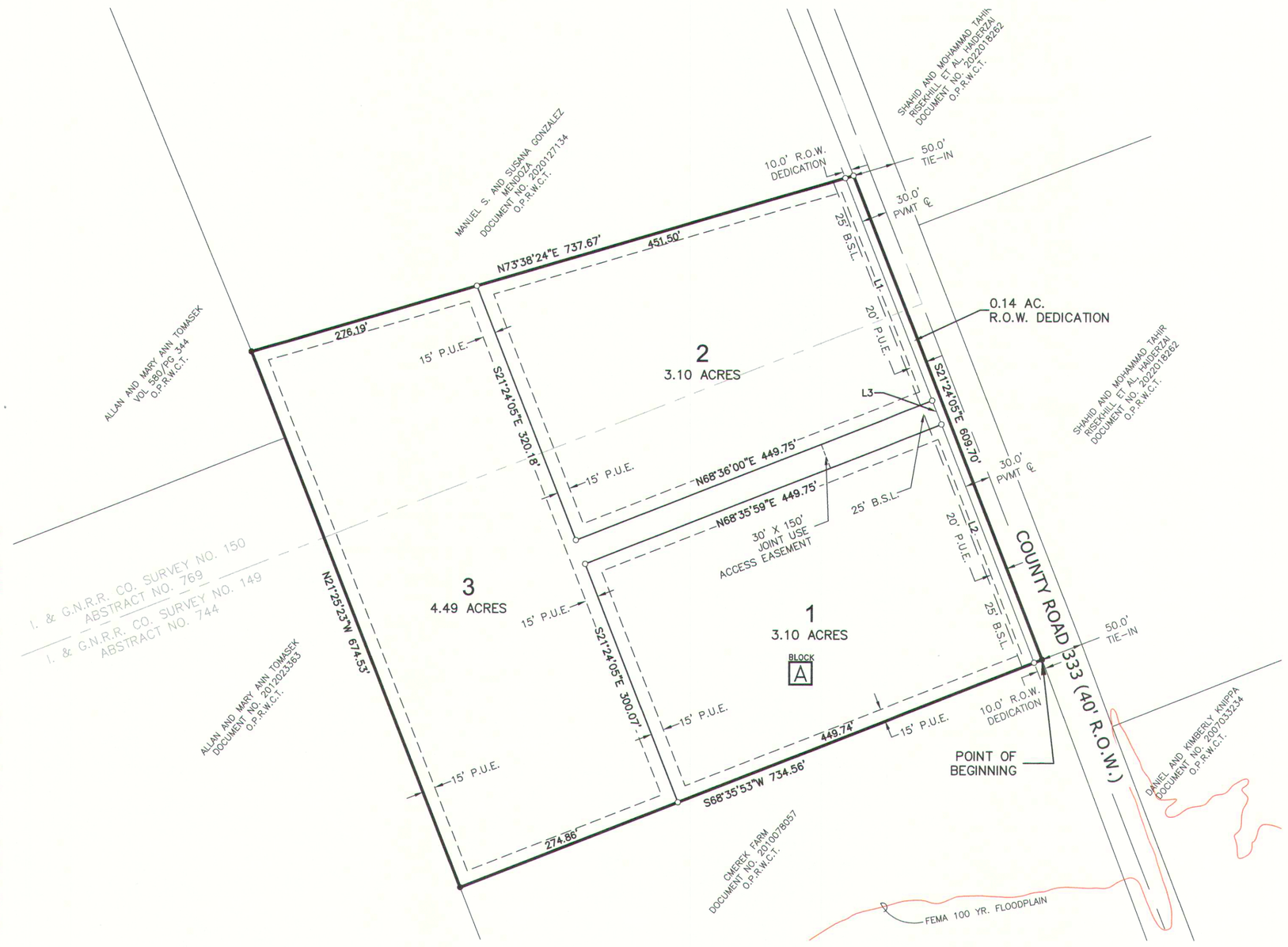
- 3 – RESIDENTIAL LOTS

MINOR PLAT OF

CR 333 SUBDIVISION

10.83 ACRES

OUT OF THE I. & G.N.R.R. CO. SURVEY, ABSTRCT NO 774,
AND
I. & G.N.R.R. CO. SURVEY, ABSTRCT NO 769
WILLIAMSON COUNTY, TEXAS



0' 100' 200'
SCALE: 1" = 100'

LEGEND

⊕	DENOTES BENCHMARK (SEE NOTE)
●	DENOTES 1/2" ST. SK. SET
○	DENOTES 1/2" ST. SK. FND.
D.E.	DRAINAGE EASEMENT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
■	CONCRETE MONUMENT
———	BOUNDARY LINE
———	PROPERTY LINE
— — —	R.O.W. LINE
- - - - -	UTILITY OR DRAINAGE EASEMENTS
BLOCK A	BLOCK NUMBER
(X.XX ACRES)	USEABLE ACRAGE

FIELD NOTES

BEING A 10.83 ACRE TRACCT OF LAND, OUT OF THE I. & G.N.R.R. CO. SURVEY NO. 149, ABSTRACT NO. 744 AND I. & G.N.R.R. CO. SURVEY NO. 150, ABSTRACT NO. 769 IN WILLIAMSON COUNTY, CONVEYED BY WARRANTY DEED WITH VENDOR'S LEIN TO 2334 CR 33 10, LLC, AS RECORDED IN DOCUMENT NO. 2023049600 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2" IRON ROD FOUND, LYING IN THE SOUTHWEST LINE OF COUNTY ROAD 333, A PUBLIC ROAD, MARKING THE NORTHEAST CORNER OF A 26.98 ACRE TRACT OF LAND, CONVEYED BY QUIT CLAIM DEED TO CMEREK FARM, AS RECORDED IN DOCUMENT NO. 2010078057 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 68°35'53" WEST, ALONG THE SOUTHEAST LINE OF THIS TRACT, COMMON WITH THE NORTHWEST LINE OF SAID CMEREK FARM TRACT, A DISTANCE OF 734.56 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE NORTHEAST LINE OF A 23.39 ACRE TRACT OF LAND, CONVEYED BY RELEASE OF LIEN TO ALLAN AND MARY ANN TOMASEK, AS RECORDED IN DOCUMENT NO. 2021023363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MARKING THE NORTHWEST CORNER OF SAID CMEREK FARM TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 21°25'23" WEST, ALONG THE SOUTHWEST LINE OF THIS TRACT, COMMON WITH THE NORTHEAST LINE OF SAID TOMASEK TRACT, A DISTANCE OF 674.53 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE NORTHEAST LINE OF A 25.70 AC TRACT OF LAND, CONVEYED BY WARRANTY DEED TO ALLAN AND MARY ANN TOMASEK, AS RECORDED IN VOLUME 580, PAGE 344 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, COMMON WITH THE SOUTHWEST LINE OF A 10.84 ACRE TRACT OF LAND CONVEYED BY WARRANTY DEED WITH VENDOR'S LIEN TO MANUEL S. AND SUSANA GONZALEZ MENDOZA, AS RECORDED IN DOCUMENT NO. 2020127134 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MARKING THE SOUTHWEST CORNER OF SAID MENDOZA TRACT, COMMON WITH AN ANGLE CORNER OF SAID 25.70 ACRE TOMASEK TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, NORTH 73°38'24" EAST, ALONG THE NORTHWEST LINE OF THIS TRACT, COMMON WITH THE SOUTHEAST LINE OF SAID MENDOZA TRACT, A DISTANCE OF 737.67 FEET, TO A 1/2" IRON ROD FOUND, LYING IN THE SOUTHWEST LINE OF COUNTY ROAD 333, MARKING THE SOUTHEAST CORNER OF SAID MENDOZA TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, SOUTH 21°24'05" EAST, ALONG THE NORTHEAST LINE OF THIS TRACT, COMMON WITH THE SOUTHWEST LINE OF COUNTY ROAD 333, A DISTANCE OF 609.70 FEET, TO THE POINT OF BEGINNING, CONTAINING 10.83 ACRES OF LAND, MORE OR LESS.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	280.52'	N21°24'00"W
L2	300.06'	N21°24'00"W
L3	30.00'	N21°24'00"W

MINOR PLAT OF
CR 333 SUBDIVISION
10.83 ACRES
OUT OF THE I. & G.N.R.R. CO. SURVEY, ABSTRCT NO 774, AND I. & G.N.R.R. CO. SURVEY, ABSTRCT NO 769
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

I, 2334 CR 33 10, LLC., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023049600 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC SPACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS CR 333 SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 10th DAY OF September 2023.

JAMES BLAMEY, DIRECTOR OF DEVELOPMENT
2334 CR 333 10, LLC.
100 E. WHITESTONE BLVD, STE. 184 #218
CEDAR PARK, TEXAS 78613

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JAMES BLAMEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 10th DAY OF September, 2023.

Constance Woodard
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CONSTANCE WOODARD
Notary Public
State of Texas
ID # 130519394
My Comm. Expires 02/01/2024

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

WE, VERABANK, N.A., LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023049600 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS BASTROP COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS CR 333 SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 10th DAY OF September, 2023.

COLE McDONALD – COMMERCIAL LENDER
VERABANK, N.A.
902 EAST PALM VALLEY BLVD.,
ROUND ROCK, TEXAS 78664

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TODD ENGEMOEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 10th DAY OF September, 2023.

Constance Woodard
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CONSTANCE WOODARD
Notary Public
State of Texas
ID # 130519394
My Comm. Expires 02/01/2024

STATE OF TEXAS
COUNTY OF BEXAR

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT SAN ANTONIO, BEXAR COUNTY, TEXAS, THIS 5TH DAY OF SEPT., 2023.

GEORGE E. LUCAS
REGISTERED PROFESSIONAL SURVEYOR NO. 4160, STATE OF TEXAS
CELCO SURVEYING FIRM REGISTRATION NO. 10193975
18018 OVERLOOK LOOP, SUITE 105
SAN ANTONIO, TEXAS 78259

STATE OF TEXAS REGISTERED GEORGE E LUCAS 4160 PROFESSIONAL LAND SURVEYOR

SUBDIVISION PLAT NOTES

1. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT THE ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
2. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTANCE BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
3. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL.
4. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
5. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY:
   – LOTS 1, 2 AND 3 WILL BE SERVED BY A SINGLE SHARED DRIVEWAY.
6. JOINT USE ACCESS EASEMENTS SHALL BE PRIVATELY MAINTAINED BY LOT OWNERS AND NO OBSTRUCTION TO EGRESS AND INGRESS IS ALLOWED.
7. A 15' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY ON ALL LOTS.
8. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
9. THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR IT'S CONTRIBUTING ZONE.
10. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
11. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
12. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND STANDARDS.
13. EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, CHAPTER 285, AND WILLIAMSON COUNTY.
14. WATER SERVICE IS PROVIDE BY JONAH WATER SPECIAL UTILITY DISTRICT.
    WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY.
15. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITH THIS SUBDIVISION.
16. THIS SITE IS LOCATED WITHIN ZONE X, THE AREA OF MINIMAL FLOOD HAZARD, PER FEMA FIRM PANELS 48491C0325F DATED DECEMBER 20, 2019. NO, PART OF THIS TRACT IS LOCATED WITHIN A 100 YR FLOODPLAIN.
17. THERE ARE NO PROPOSED ROADWAYS ASSOCIATED WITH THIS PROJECT. ALL LOTS SHALL BE SERVICED FROM THE EXISTING COUNTY ROAD 333.
18. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
19. ABSORPTIVE TYPE OSSFS SHALL NOT BE LOCATED WITHIN 100 FEET OF WELL LOCATION.
20. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
21. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
22. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OFF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
23. THIS SUBDIVISION IS SUBJECT TO THE STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THE WOULD EVOKE SUCH CONTROLS BEYOND EXITING CONDITIONS.
24. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
25. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

STATE OF TEXAS
COUNTY OF HAYS COUNTY

I, HUGO ELIZONDO, JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0325F, EFFECTIVE DATE DECEMBER 20, 2019, AND THAT EACH LOT CONFORMS TO THE CITY OF GEORGETOWN REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT KYLE, HAYS COUNTY, TEXAS, THIS 5TH DAY OF SEPTEMBER, 2023.

HUGO ELIZONDO, JR.,
REGISTERED PROFESSIONAL ENGINEER NO. 69781
CUATRO CONSULTANTS, LTD., FIRM REGISTRATION NO. F-3524
120 RIVERWALK DRIVE, SUITE 208
SAN MARCOS, TEXAS 78666

STATE OF TEXAS HUGO ELIZONDO JR 69781 LICENSED PROFESSIONAL ENGINEER 9/9/23

BILL BROWN, GENERAL MANAGER
JONAH WATER SPECIAL UTILITY DISTRICT
4050 FM1660
HUTTO, TX 78634

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Adam D Boatright 09/07/2023
ADAM D. BOATRIGHT P.E. DATE
COUNTY ENGINEER

STATE OF TEXAS
COUNTY OF WILLIAMSON

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED ON THIS THE 10th DAY OF September, 2023, A.D.

Teresa Baker
TERESA BAKER, WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS. OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS 1N THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

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

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 2023 A.D. AT ___:___

O'CLOCK ___.M. AND DULY RECORDED THIS THE DAY OF _____, 2023 A.D. AT ___:___ O'CLOCK ___.M. IN THE

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. IN DOCUMENT NUMBER _____.

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

BY: _____DEPUTY

CULVERT TABLE						
DW	Lots:	Culvert size (in)	Qty.	Slope (%)	Invert Up (ft)	Invert Down (ft)
1	Joint Use Access Easement	40 LF - 30" CMP	4	1.25	656.83	656.33

Commissioners Court - Regular Session **32.**

Meeting Date: 09/19/2023

Taylor Hutto ARPA

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement between the City of Hutto, the City of Taylor, and Williamson County relating to the City of Hutto's provision of wastewater service to the western portion of the City of Taylor and Williamson County's funding to the City of Hutto from its American Rescue Plan Act Funds for such regional wastewater solution.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hutto Taylor ILA Waster Water ARPA Funding

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/13/2023 01:20 PM
Form Started By: Hal Hawes		Started On: 09/13/2023 12:06 PM
Final Approval Date: 09/13/2023		

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the City of Hutto, a Home Rule municipality in the State of Texas ("Hutto"), the City of Taylor, a Home Rule municipality in the State of Texas ("Taylor"), and Williamson County, Texas ("County"), a political subdivision of the State of Texas. Hutto, Taylor and County are sometimes hereinafter referred to individually as the "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services; and

WHEREAS, Hutto and Taylor have memorialized their commitments in a Regional Wastewater Solution Letter of Intent, dated November 16, 2022, Attachment "A"; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement for Hutto to provide wastewater service to the western portion of Taylor including an option for permanent service to the RCR Rail Co. ("RCR") rail site and service to portions of southwest Taylor and west of the Samsung site ("3349 Basin") and for County to provide funding to Hutto from its American Rescue Plan Act Funds ("ARPA Funds") toward the regional wastewater solution set out herein and pursuant to the related Subrecipient Agreement between County and Hutto.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II.
WASTEWATER SERVICE

1.01 Design. Hutto will design two sewer solutions: (1) a gravity lift station and force main within Hutto's Megasite which will be available to provide RCR and any properties as indicated in the exhibit, attached herein, or along or adjacent to FM 3349. with wastewater service; and (2) a gravity line system that generally follows the State of Texas' 3349 ROW and the new loop being constructed by County ("East Wilco Highway"). This gravity line will be sized to handle the amount of flow Taylor has requested and to provide permanent service to the RCR Rail Co. ("RCR") rail site and service to portions of southwest Taylor and west of the Samsung site ("3349 Basin") as indicated in the Attachment "B".

(a) Hutto awarded the Task Order for the Megasite line March 23, 2023, and on

April 25, 2023, has awarded a task order to design the 3349 Interceptor to accommodate Taylor's permanent request. This Interceptor is not merely meant to serve Taylor, as the line is a part of Hutto's Wastewater Master Plan, and is necessary to provide flow for Hutto CCN (Certificate of Convenience and Necessity). The 3349 Interceptor is subject to County finalizing right of way acquisition for the loop, and is dependent upon developer contribution.

1.02 Hutto WWTP Expansion. The south Hutto WWTP (Wastewater Treatment Plant) will require expansion and the scope of the expansion project is currently in development with Garver Engineering. The south Hutto WWTP is expected to be awarded by task order before the end of year 2023. Hutto has also applied to TCEQ for a plant rerate which when combined with improvements to the collection system that are being designed will allow for acceptance of the Taylor wastewater through the construction/expansion phase of the plant.

1.03 Funding. County has committed $10 million dollars of its ARPA Funds toward this regional wastewater solution. County staff have indicated that, should the Hutto sewer project not include Taylor, that the ARPA allocation would be reduced by $5 million. Therefore, Hutto will design the project such that Taylor is credited with $5 million toward incrementally oversizing the infrastructure. Once the project has been designed to meet Hutto's capacity needs, it will be determined how much incremental oversizing may be accomplished with the $5 million and Taylor will receive that amount of capacity from Hutto as in the form of an LUE credit that Taylor may use at its discretion; however, Hutto will concentrate its aforementioned allocation in the construction of the system to allow for capacity of the 2,000 LUEs, within the WWTP, to include but not limited to the sanitary sewer collection, treatment, discharge systems and all appurtenances associated therewith. Taylor is not required in the future to make necessary improvements in Hutto's system to access such LUEs. Moreover, Taylor will not be obligated to pay for any capital expenses or proportional debt payments prior to an end user. County's commitment of the ARPA Funds is dependent on the availability of such funds and, in the event such funds are rescinded by the United States Congress prior to their allocation, County's obligation to commit ARPA Funds shall also be rescinded. Furthermore, Hutto and Taylor hereby agree to execute any other agreements necessary with County in relation to terms and conditions necessary for funding and use of the ARPA Funds.

1.04 Additional terms. The determination of capital costs will be by separate agreement for the capital costs, for Taylor's LUE capacity, impact fee credits, and wholesale wastewater service contract, as the costs of the project are defined.

1.05 Acquisition of Real Property Rights. Hutto and Taylor herby authorize the County to undertake construction and the acquisition of right-of-way, drainage easements, utility easements, and other real property rights and interest, through negotiation or condemnation, within the Hutto city limits and the Taylor city limits, which are necessary for the following County projects: East Wilco Highway, Samsung Highway, Corridor A and Chandler Road.

Additionally, Hutto and Taylor shall require dedication of the right-of-way from private owners needed for the County projects as part of their platting process and within the parameters of state law.

1.06 Submittals and assurances

The City of Hutto will deliver the following assurances and work with Taylor as they are completed to demonstrate the allocation of Taylor's 2,000 LUEs has been distributed throughout the WWTP, collection, discharge systems and all appurtenances associated therewith:

- Approved Engineering Task Order for Megasite
- Approved Engineering Task Order for FM 3349 Wastewater Conveyance System
- Final Documentation for WWTP Rerate
- Approved Engineering Task Order for WWTP Expansion
- Engineering Studies and/or Reports documenting capacity of the WWTP and Conveyance System
- Wastewater Conveyance System Construction Documents
- Wastewater Conveyance System Model
- Wholesale wastewater contract
- Cost of service model determining rate
- As-builts-Drawings for FM 3349 Wastewater Conveyance System

1.07 Plans and Specifications. For any proposed construction within County Right of Way, Hutto and Taylor shall submit all plans and specifications for proposed work to the County for approval prior to contract award.

1.08 Railroad Crossing Closures. Hutto shall be responsible for coordinating the closure of the at-grade railroad crossings, located at Hutto Economic Development Corporation owned parcels.

1.09 East Wilco Highway Right of Way Availability. The East Wilco Highway right-of-way needed for the Force Main and Gravity Line owned by Williamson County will be made available to Hutto and Taylor by December 1, 2023.

ARTICLE III.
GENERAL PROVISIONS

2.01 Approvals Required. This Agreement is subject to approval by the Taylor City Council. the Hutto City Council, and the Williamson County Commissioners Court and, when executed by the appropriate officials of Taylor, Hutto, and County, shall bind the Parties hereto.

2.02 Entire Agreement. This written Agreement constitutes the entire Agreement between the Parties, and any prior oral agreement which purports to vary from the terms hereof shall be void.

2.03 Amendment. This Agreement shall not be amended or modified other than in a written agreement signed by both Parties. Any amendment, modification, addition or change to this Agreement shall be in writing and shall be approved and executed in the same manner as this

Agreement.

2.04 Successors and Assigns. Neither Party may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other Party.

2.05 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either Party.

2.06 Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and the obligations are performable and venue for any dispute arising out of this Agreement shall lie in Williamson County, Texas.

2.07 Notice. Unless otherwise noted, all notices and communications under this Agreement shall be sent via the United States Postal Service with proper postage by certified mail, postage prepaid or by hand delivery to the following addresses:

City of Taylor
Attention: City Manager
400 Porter Street
Taylor, Texas 76574

City of Hutto
Attention: City Manager
500 W. Live Oak Street
Hutto, Texas 78634

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

2.08 Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

2.09 Funding. Any financial obligations of the parties under this Agreement shall be payable from current revenues available to the respective paying party or funds budgeted and appropriated by the respective party. The County's financial obligation shall be from awarded ARPA Funds to Hutto in the amount of $10 million dollars pursuant to the terms of the related Subrecipient Agreement between County and Hutto.

2.10 No Joint Venture. Each party to this Agreement, in the performance of this

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

2.11 Force Majeure. In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any person or persons not a party or in privity hereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

2.12 Rights and Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County or Entity, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The parties hereto 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.

2.13 Performance Obligations. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.

2.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

2.11 Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

2.12 Binding Effect. This Agreement shall be binding upon and inures to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein; however, this Agreement confers no rights or benefits on any third Parties.

IN WITNESS THEREOF, the Parties, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original and have caused this agreement to be duly executed to be effective as of the date of the last party's execution below.

[Signature Pages Follow]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS ON THIS 24 DAY OF August, 2023.

CITY OF TAYLOR, TEXAS

By: _____
Brandt Rydell, Mayor

Date: August 24, 2023

ATTEST:

By: _____
Diana McLean, City Clerk

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS ON THIS 17th DAY OF AUGUST, 2023.

CITY OF HUTTO, TEXAS

By: _____
Mike Snyder, Mayor

Date: August 17, 2023

ATTEST:

By: _____
Angela Lewis, City Secretary

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS ON THIS _____ DAY OF _____, 2023.

COUNTY:
Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____ _____, 2023

Attachment "A"
Regional Wastewater Solution Letter of Intent, dated November 16, 2022

November 16, 2022

James R. Earp, CPM
City Manager
City of Hutto
500 W. Live Oak St.
Hutto, TX 78634

RE: Regional Wastewater Solution Letter of Intent

Dear Mr. Earp,

This letter is to show the intent of the City of Hutto and the City of Taylor to partner on a regional wastewater solution. City of Taylor staff have requested the City of Hutto provide wastewater service to the western portion of Taylor including the option of temporary service to the RCR rail site, and permanent service to portions of southwest Taylor, south and west of Samsung in what we are calling the 3349 Basin.

It is the intent of the City of Hutto to design two sewer solutions: a gravity, lift station and force main within Hutto's Megasite which will be available to provide RCR with temporary wastewater service; and, a gravity line system that generally follows the 3349 ROW and the new loop being constructed by Williamson County (3349 Interceptor). This gravity line will be sized to handle the amount of flow Taylor has requested. The City expects to award the Task Order for the Megasite line November 3, and will move forward with securing a task order to design the 3349 Interceptor to accommodate Taylor's permanent request. The 3349 Interceptor is subject to Williamson County finalizing right of way acquisition for the loop, or dependent upon developer contribution. This Interceptor is not merely meant to serve Taylor, as the line is a part of Hutto's draft wastewater master plan, and is necessary to provide flow for Hutto CCN.

Additionally, the south Hutto WWTP will require expansion, and the scope of the expansion project is currently in development with Garver Engineering. It is expected to be awarded by task order before year end. Hutto is also applying to TCEQ for a plant rerate which when combined with improvements to the collection system that are being designed will allow for acceptance of the Taylor wastewater through the construction/expansion phase of the plant.

Williamson County has committed $10 million of its ARPA funds toward this regional wastewater solution. County staff have indicated that should the Hutto sewer project not include Taylor, that the ARPA allocation would be reduced by $5 million. Therefore, Hutto will design the project such that Taylor is credited with $5 million toward incrementally oversizing the infrastructure. Once the project has been designed to meet Hutto's capacity needs it will be determined how much incremental oversizing may be accomplished with the $5 million and Taylor will receive that amount of capacity as an

LUE credit that it may use at its discretion. Moreover, Taylor will not be obligated to pay for any capital expenses or proportional debt payments prior to an end user.

A more formal Interlocal Agreement that will establish the capital costs, Taylor's LUE capacity, impact fee credits, wholesale wastewater contract, among other items, will be developed when the timing and costs of the project are more well defined.

The County has asked for a joint letter of intent and acceptance to memorialize the commitment of our communities to this project in order to make the ARPA funds available to the city of Hutto. If the City of Taylor accepts this plan as sufficient to provide the service, they are requesting then this letter will serve the purpose of meeting the County's request.

The City of Hutto will deliver the following assurances to Taylor as they are completed:

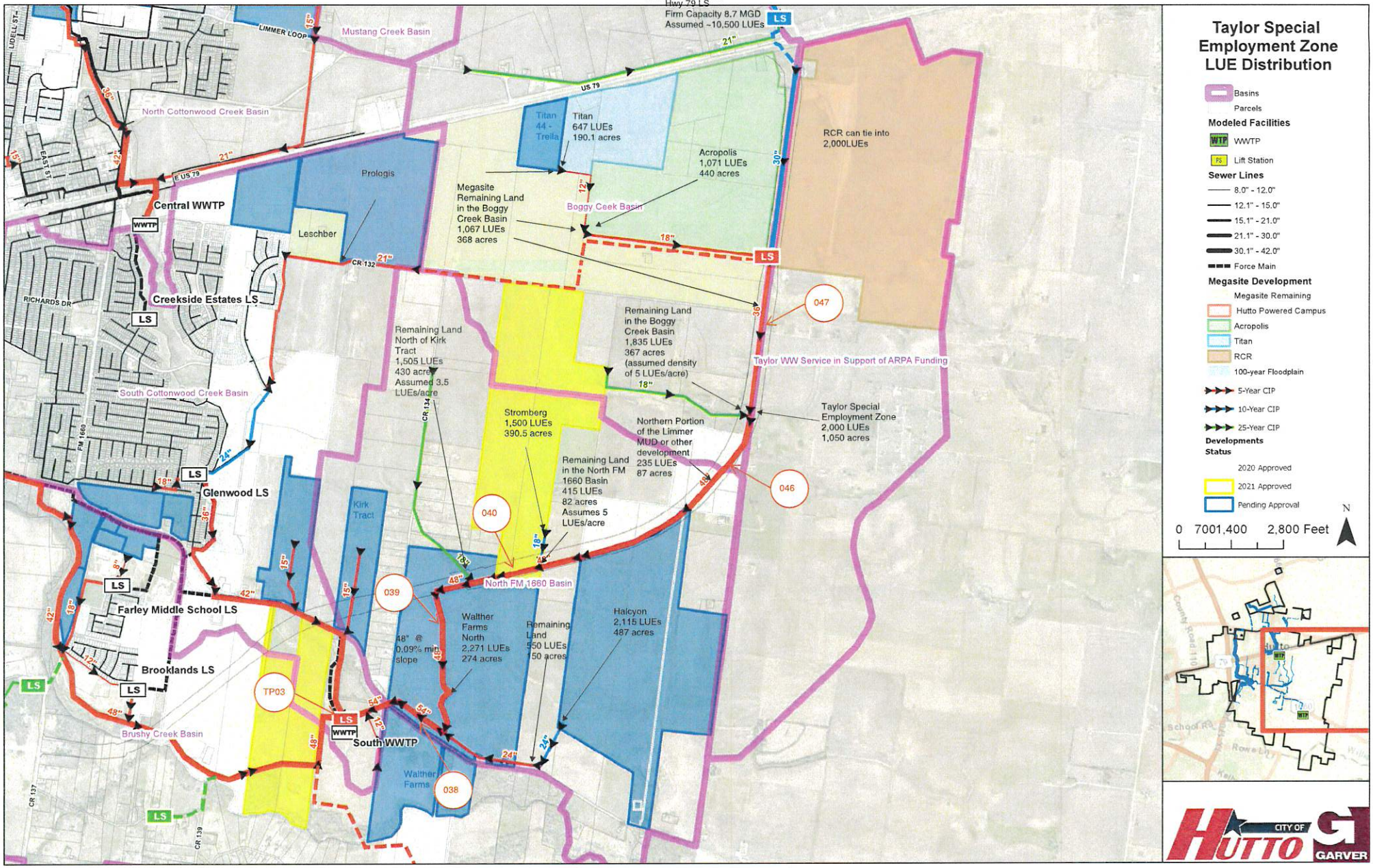
- Approved Engineering Task Order for Megasite
- Approved Engineering Task Order for FM 3349 Interceptor
- Approved Engineering Task Order for Plant Rerate
- Approved Engineering Task Order for Plant Expansion

If this is acceptable, please counter sign and return.

James R. Earp, CPM
City Manager
City of Hutto

B. LaBorde
Brian LaBorde
City Manager
City of Taylor

Attachment "B"



Taylor Special Employment Zone LUE Distribution

- Basins
- Parcels

Modeled Facilities

- WWTP
- Lift Station

Sewer Lines

- 8.0" - 12.0"
- 12.1" - 15.0"
- 15.1" - 21.0"
- 21.1" - 30.0"
- 30.1" - 42.0"
- Force Main

Megasite Development

- Megasite Remaining
- Hutto Powered Campus
- Acropolis
- Titan
- RCR
- 100-year Floodplain
- 5-Year CIP
- 10-Year CIP
- 25-Year CIP

Developments Status

- 2020 Approved
- 2021 Approved
- Pending Approval

N

0 7001,400 2,800 Feet

CITY OF HUTTO GARVER

Commissioners Court - Regular Session **33.**

Meeting Date: 09/19/2023

ARPA Agreement Coupland Water Supply Corporation

Submitted By: Jody Cook, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of $9,800. This is the fouth agreement for Coupland Water Supply Corporation. On May 24 they were allotted $500,000 and this brings their contract totals to $146,800.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Coupland Water Supply

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/13/2023 01:14 PM
Form Started By: Jody Cook		Started On: 09/12/2023 10:28 AM
Final Approval Date: 09/13/2023		

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

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

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

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

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

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

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

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

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

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

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

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

_____

_____.

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

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

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

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

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

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

II.
PAYMENT

The COUNTY shall make available an amount of up to $____$9,800.00$_____ (NINE **THOUSAND EIGHT HUNDRED AND ZERO DOLLARS**) to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

Each reimbursement request must contain the following supporting documentation:

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

III.
TERM/TERMINATION

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

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

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

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

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

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

IV.
AMENDMENTS

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

V.
STANDARDS FOR FINANCIAL MANAGEMENT

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

SUBRECIPIENT shall maintain an effective accounting system, which will:

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

VI.
MONITORING

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

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

VII.
ALLOWABLE COSTS

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

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

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

IX.
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

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

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

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

XII.
INDEPENDENT CONTRACTORS

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

XIII.
SUBCONTRACTING AUTHORITY

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

XIV.
DOCUMENTATION

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

XV.
FORM 1295 COMPLIANCE

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

XVI.
NOTICE

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

County;

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

and

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

Subrecipient:

Coupland Water Supply Corporation
PO BOX 141
COUPLAND TX 78615

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

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

XIX.
ENTIRE AGREEMENT

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

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

WILLIAMSON COUNTY:	**SUBRECIPIENT:**
_____	_____
Authorized Signature	Authorized Signature
_____	Steven Voelzer
Printed Name	Printed Name
Date: _____ ___, 2023	Date: September 7, 2023

APPENDIX A – Scope of Services will include upgrades to current outdated non- working systems of sewage treatment plant, fixing broken sewage pipes, fixing treatment plant pump and substation pumps that are broken. Program or Project Budget will be number 5. Infrastructure 5.1 Clean Water: Centralized Wastewater Treatment

APPENDIX B –

- Upgrade existing/ non-working electrical wiring at sewer plant
- Replace non -working security lighting at sewer plant
- Replace lighting above main sewer pumps/ control panels

Total $9,800.00

Commissioners Court - Regular Session **34.**

Meeting Date: 09/19/2023

Resolution of Texans Feeding Texans

Submitted For: Ashlie Holladay **Submitted By:** Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

Background

The proposed resolution will certify that the county will make a grant of $45,000 to Williamson-Burnet County Opportunities to be used by such organization during October 1, 2023 to September 30, 2024 to provide meals to homebound elderly and/or disabled persons. The resolution also certifies that the county has approved Williamson-Burnet County Opportunities accounting system in relation to the grant requirements. The county has participated in the same grant in prior years. The Williamson County Commissioners Court approved $45,000 funding to Williamson-Burnet County Opportunities' Senior Nutrition program within the FY '24 adopted budget. The Texans Feeding Texans Home-Delivered Meal Grant Program was established to help supplement and extend the applicants current home-delivered meal program for seniors and/or disabled Texans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/07/2023 12:06 PM
Form Started By: Saira Hernandez		Started On: 09/07/2023 10:46 AM
Final Approval Date: 09/07/2023		

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2024

A resolution of the County of Williamson(County) Texas certifying that the County has made a grant to Williamson Burnet County Opportunities, dba Opportunities for Wililamson & Burnet Counties (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $45,000 to be used between the:

1st of Month 2023 and the 30th of Month 2024

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 19th day of October, 2023.

_____

Signature of Authorized Official of the County

Bill Gravell Jr., Williamson County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated June 2023

Commissioners Court - Regular Session **35.**

Meeting Date: 09/19/2023

Update on Wilco Care Program

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear update and take any action regarding the Williamson County Indigent Healthcare Program Wilco Care administered by Williamson County and Cities Health District.

Background

Tara Jempty, Director of Program Eligibility and Social Services, of the Williamson County and Cities Health District will give an update/overview of the Williamson County Indigent Health Care Program Wilco Care.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Care Update

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:32 AM
Form Started By: Julie Kiley		Started On: 09/14/2023 08:56 AM
Final Approval Date: 09/14/2023		

Williamson County Indigent Health Care Program
WilCo Care

Tara Jempty, MS, LBA, BCBA

Director of Program Eligibility & Social Services

Williamson County and Cities Health District

Texas Health and Safety Code

- Texas Health and Safety Code, Title 2, Subtitle C, Chapter 61: Indigent Health Care and Treatment Act
  - Chapter 61 created in September of 1989
  - Identifies the responsibilities of the department, counties, hospital districts, and public hospitals.
  - Identifies health care services for eligible population.

- Texas Administrative Code, Title 26, Part 1, Chapter 363
  - Establishes the County Indigent Health Care Program (CIHCP) rules regarding program administration, required documentation, determining eligibility, and providing services.

Health Care Services

Basic Services

According to Health and Safety Code Section 61.028, counties shall provide these health care services.

- Physician services
- Annual physical examinations
- Immunizations
- Medical screenings
- Inpatient & outpatient hospital services
- Rural health clinics
- Laboratory and x-ray services
- 3 prescriptions per month
- Skilled nursing facility services

Additional Services provided by Williamson County

- Mental Health Services include:
  - 30 Outpatient visits
  - Inpatient care in acute hospital or psychiatric hospital
  - Services payable to MD, Ph.D, Clinical Psychologist, Licensed Clinical Social Worker, Licensed Professional Counselor, Licenses Marriage & Family Therapist
- Emergency Services include:
  - In and out of area
  - Urgent care in and out of area
- Dental Services include:
  - Samaritan Health Ministries
  - Sacred Heart Clinic



Program Eligibility

Eligibility Standards & Rules

- According to Texas Health and Safety Code, Title 2, Subtitle C, Chapter 61: Indigent Health Care and Treatment Act
  - Documentation is required for determining eligibility for the program.
  - Documentation is to be requested once an application is received.
  - All documentation is stored according to guidelines for a minimum of 3 years.
  - Audits are conducted annually by Williamson County to ensure all codes are followed.
  - Internal audits are conduced monthly for program efficacy.
  - Documentation is used for reimbursement of Medicaid services once an individual is approved for SSI.

WilCo Care Eligibility - Criteria

- Lives in Williamson County.
- 18 years of age or older.
- Has an income level at or below 21% of the current federal poverty guidelines.
- Countable resources less than $2,000.
- A Social Security Card.
- Is not eligible for Medicaid.

Monthly Income Standard Based on March 2023 Federal Poverty Level

Household	21% FPL Minimum Income Standard
1	$255
2	$345
3	$435
4	$525
5	$615
6	$705
7	$795
8	$885
9	$975
10	$1,065
11	$1,155
12	$1,245

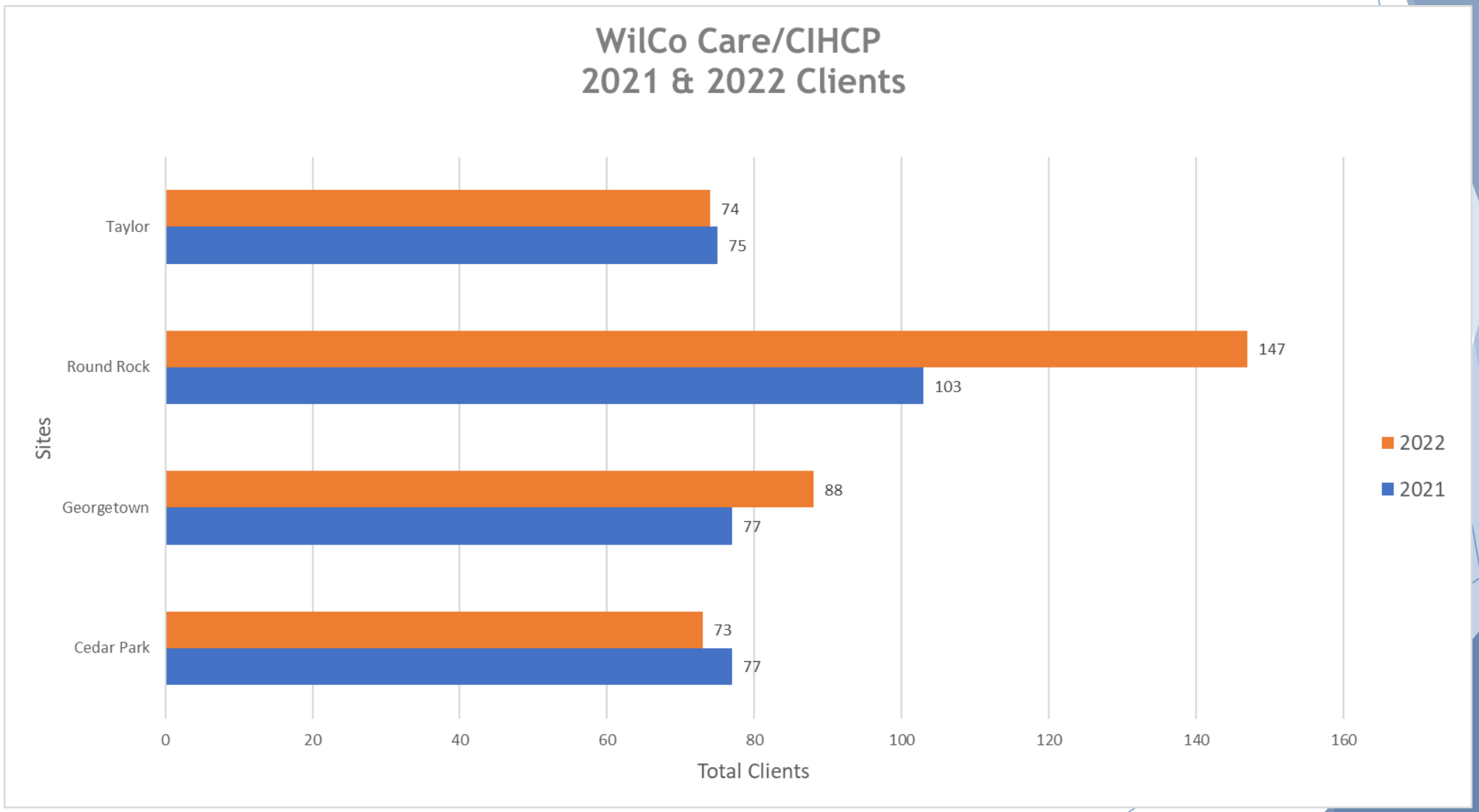
A household is eligible if its monthly net income, after rounding down cents, does not exceed the monthly income standard for the CIHCP household's size.

Data

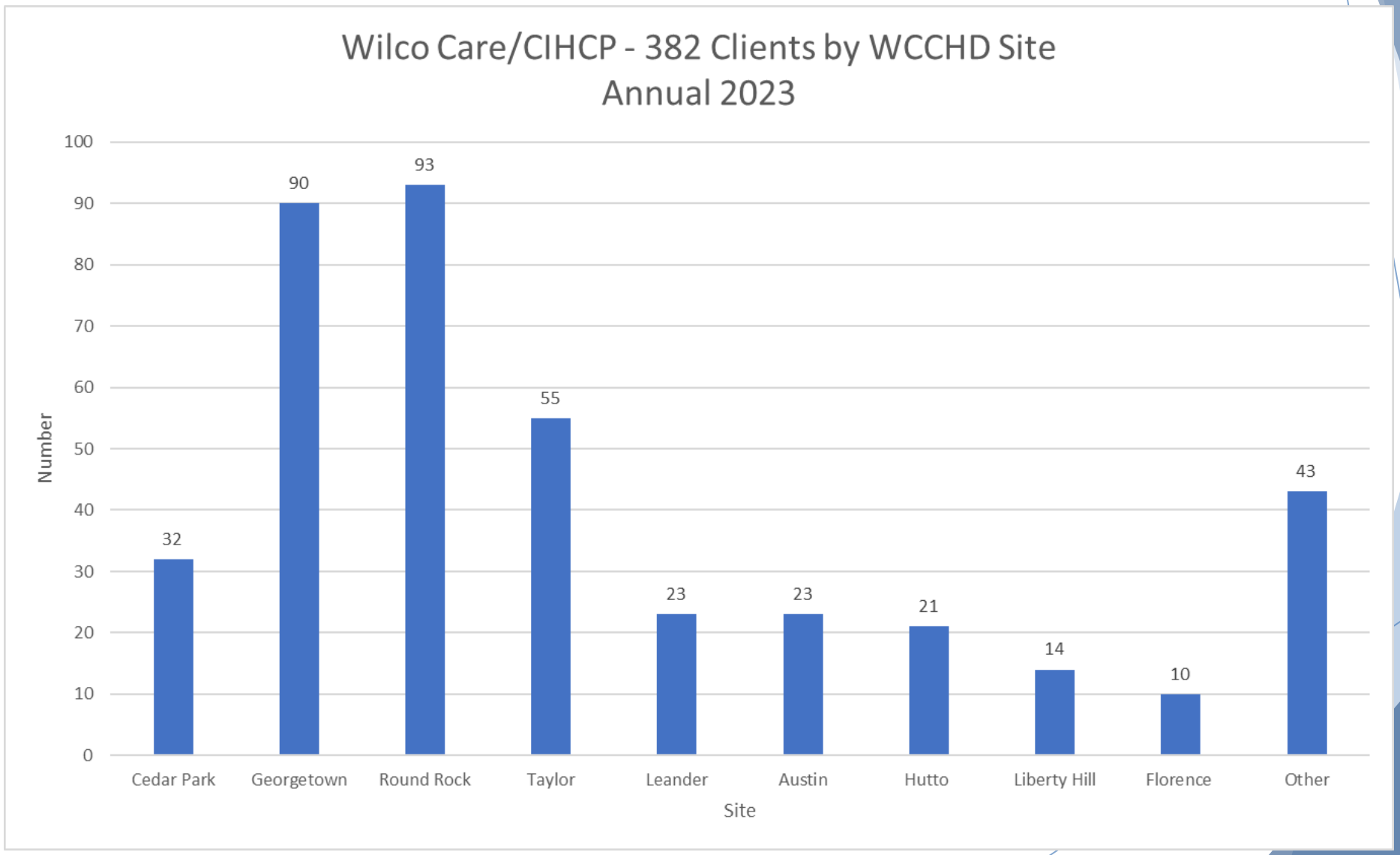
WilCo Care Data – 2021, 2022, & 2023

01/2021 to 12/2021	01/2022 to 12/2022	01/2023 to 09/2023
415 Interviews	1071 Interviews	682 Interviews
332 WilCo Care Clients	382 WilCo Care Clients	404 WilCo Care Clients

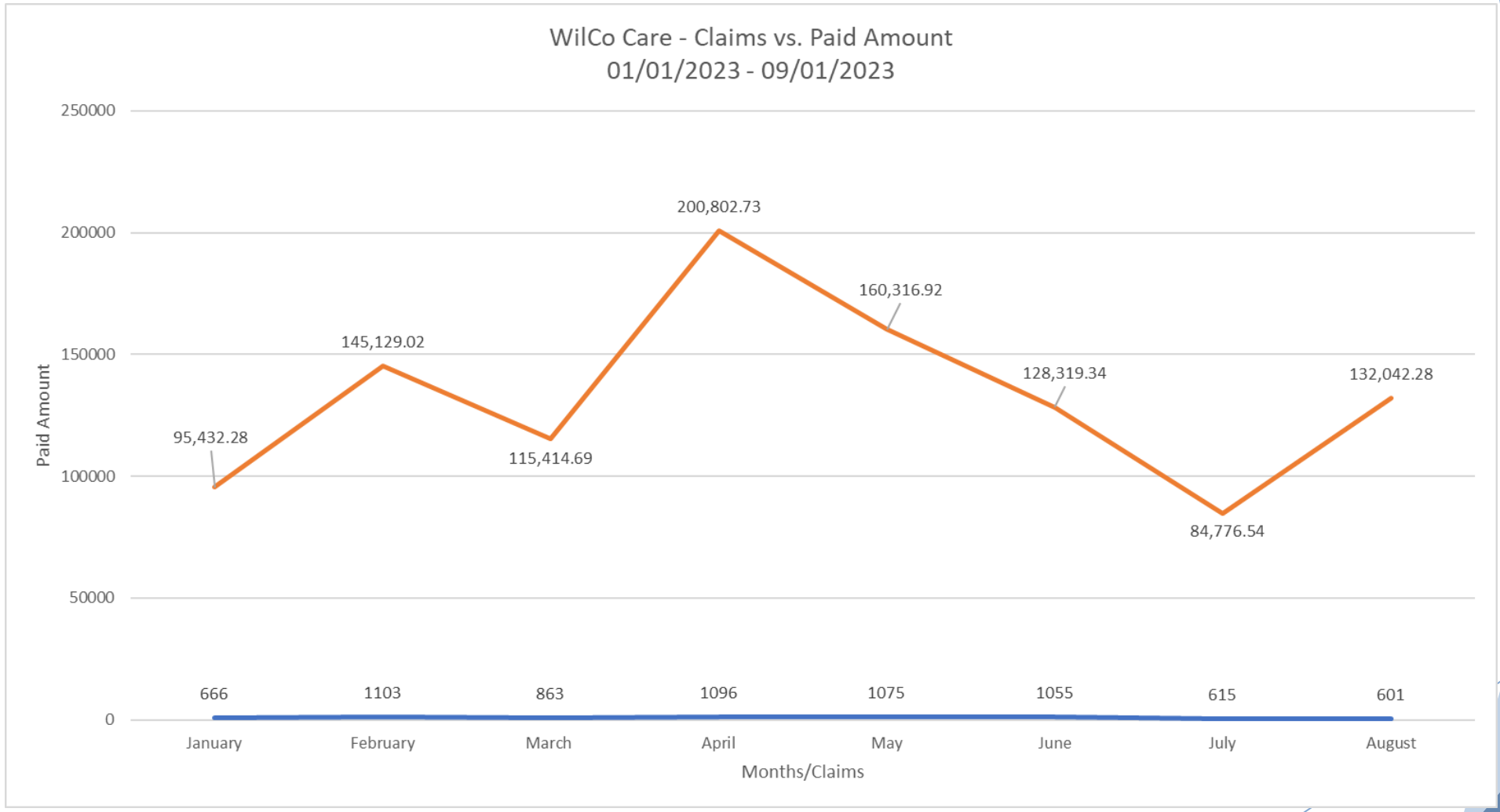
WilCo Care Data – 2021 & 2022



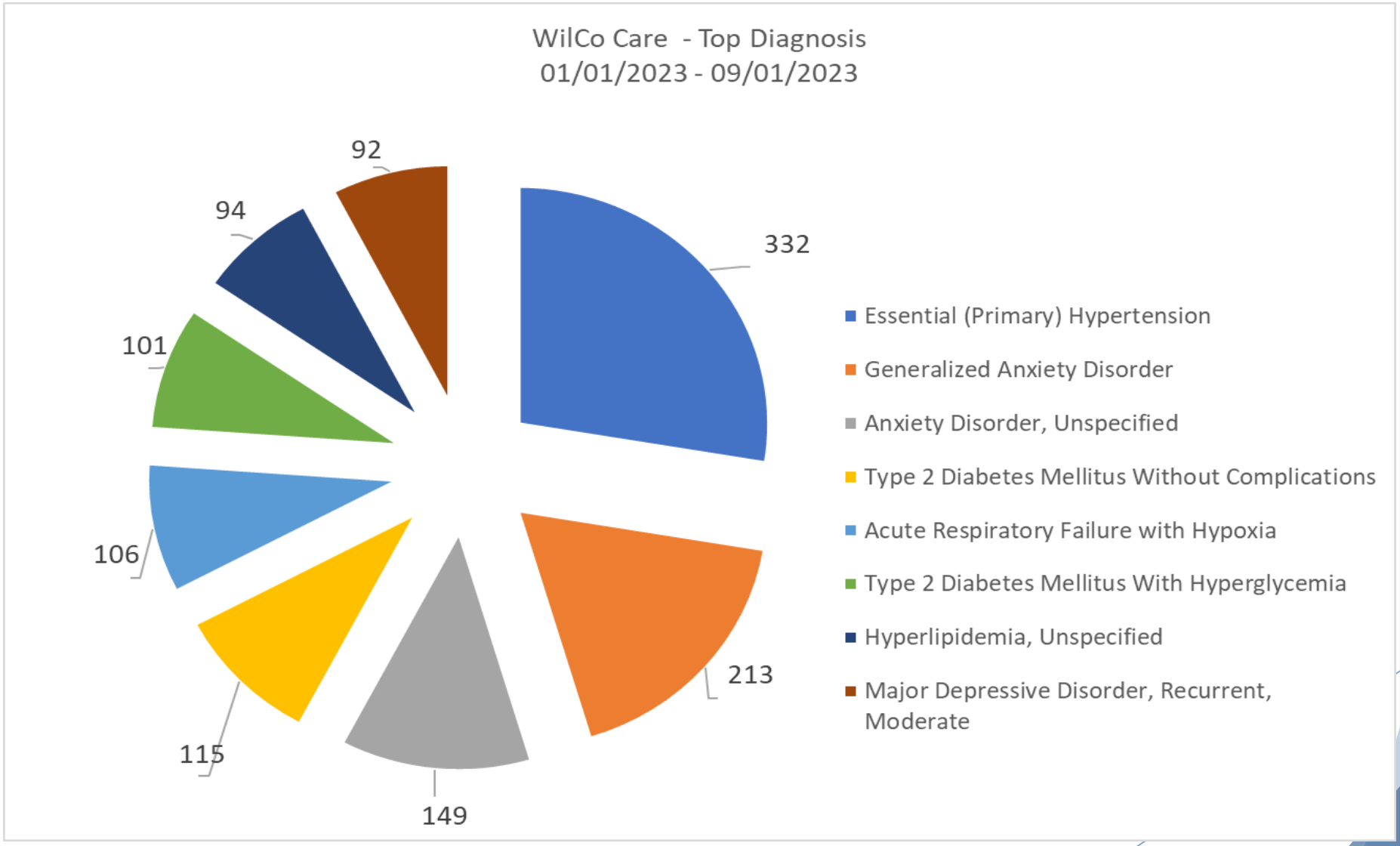
WilCo Care Data - 2023



WilCo Care Data - 2023



WilCo Care Data - 2023



WilCo Care Data - 2023

Vendor Name	Billed Amount	Total Amt Paid	Average Cost/Client
BAYLOR SCOTT & WHITE - ROUND ROCK	$1,471,713.43	$234,721.24	$2,667.29
BAYLOR SCOTT & WHITE - TEMPLE	$900,255.76	$24,587.24	$1,294.07
SCOTT & WHITE CLINIC	$584,999.20	$76,078.32	$639.31
ASCENSION SETON WILLIAMSON	$529,458.00	$64,357.49	$6,435.75
INTEGRATED PRESCRIPTION MANAGEMENT (IPM)	$334,326.85	$334,326.85	$1,164.90
BAYLOR SCOTT & WHITE MEDICAL CENTER TAYLOR	$255,538.34	$63,701.61	$2,123.39
CEDAR PARK HEALTH SYSTEM LP	$142,813.64	$25,835.75	$3,690.82
SETON FAMILY OF DOCTORS	$132,612.00	$4,556.17	$325.44
LONE STAR CIRCLE OF CARE	$123,168.29	$135,094.20	$750.52
CLINICAL PATHOLOGY ASSOCIATES	$95,137.10	$493.99	$54.89
GEORGETOWN BEHAVIORAL HEALTH INSTITUTE LLC	$94,725.00	$47,362.50	$15,787.50
BAYLOR SCOTT & WHITE MEDICAL CENTER PFLUGERVILLE	$29,672.86	$6,824.76	$2,274.92



The Provider Pipeline

The Provider Pipeline



Allows Providers To Get Real Time Eligibility Information 24 / 7.



Allows Providers To Get Claim Status Real Time.



Providers May Use This During Normal Business So You Don’t Wait For Return Calls

Commissioners Court - Regular Session **36.**

Meeting Date: 09/19/2023

FY24 Special Revenue Fund Approval

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the following 2023-2024 budgets:

0340 Tobacco Fund
0350 Law Library Fund
0364 Pretrial Intervention Fund
0374 County and District Court Technology Fund
0376 Surplus Elections Contracts Fund
0385 County Clerk Records Fund
0386 Records Management and Preservation Fund - District Clerk
0387 Records Technology Fund - District Clerk
0388 Court Records Preservation Fund
0390 Countywide Records Management and Preservation Fund
0507 Regional Communication System Fund
0545 Regional Animal Shelter Fund
0546 Regional Animal Shelter Donation Fund
0882 Fleet Maintenance Fund

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY24 Fund Purpose

FY24 Special Revenue Fund Approval

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:01 AM
Form Started By: Ashlie Holladay		Started On: 08/25/2023 10:58 AM
Final Approval Date: 09/14/2023		

Williamson County
Active Fund Listing
As of August 2023

Constitutional Funds

Fund 0100 General Fund – The main operating fund for Williamson County. It is used to account for all financial resources for the county except those required to be accounted in another fund.

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Fund 0375 Election Services Contract – This fund is used to support and contain costs generated from a contract election. Contracts between political parties and other entities are handled by the elections officer and paid by the contracting party for administering election services.

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Fund 0387 Records Technology – District Clerk – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Fund 0388 Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Fund 0390 Records Management County Wide – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Fund 0405 County Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0406 County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

Fund 0408 District Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0410 County Sheriff Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0490 Employee Fund – This fund is used to account for the proceeds collected from Williamson County's vending machine contract. The funds may be used to offset the cost of the County Christmas Party. Flowers for the death of an employee. An award or plaque upon retirement for employee recognition. Employee of the Year Awards.

Fund 0507 Radio Communication System (WCRCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Fund 0508 Williamson County Conservation Fund – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

Fund 0512 School Fund – Royalties for mineral rights are received from the investments sold for the benefit of various county school districts. The funds are held in trust and distributed to the school districts as directed by the County Judge.

Fund 0515 Appellate Judicial Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Fund 0516 Unclaimed Juvenile Restitution Fund – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

Fund 0517 Vehicle Inventory Tax Interest Fund – This fund is used to account for interest earned from the Tax Assessor-Collector's motor vehicle inventory escrow account. Section 23.122 of the Tax Code requires the interest revenue may only be spent to defray the cost of the collection program.

Fund 0520 Juvenile Fee Fund – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

Fund 0543 Fire Code Enforcement Fund – The Commissioners Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees

related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Fund 0545 Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational costs.

Fund 0546 Regional Animal Shelter Donations (WCRAS) – This fund accounts for WCRAS donations. Many donations are used for a specific purpose. This fund is set up to aid in accounting for the various donations.

Fund 0571 Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Fund 0636 WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

Fund 0777 Project – These funds are set up to account for construction of major capital projects. The majority of the funds are received from Bond Proceeds.

Fund 0840 Risk – This fund is used to account for the accumulation and allocation of costs associated with the self-funded Workers Compensation and Liability coverage.

Fund 0852 Avery Ranch Fund – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

Fund 0853 Pearson Place Road District Operating Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0854 Pearson Place Road District Debt Service Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

Fund 0856 Northwoods Road District Debt Service Fund – Northwoods Road District was formed by the Commissioners Court in 2011. The fund is used to pay for the long-term debt expenditures for

the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

Fund 0857 Somerset Hills #4 Road District Operating Fund – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0858 Somerset Hills #4 Road District Debt Service Fund – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2048.

Fund 0859 Somerset Hills #3 Road District Operating Fund – Somerset Hills #3 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

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Fund 0875 County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

Fund 0876 Local Provider Participation Fund (LPPF) – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Fund 0882 Fleet Maintenance – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

Fund 0885 Williamson County Benefits Fund – The fund is used to account for the accumulation and allocation of costs associated with the self-funded medical and dental benefit plans.

Fund 0999 Grants – These funds are set up to account for federal, state and private monies provided for the enhancement of programs not fully funded by the County.

Other Funds

Fund 0205 Road & Bridge Special Projects – The fund is set up to account for private road reimbursements. In the early 1990s code allowed for citizens to request Commissioners Court to pay for private road repairs and the landowners along the road to repay thru an assessment. It is not current practice to finance private road repairs. The fund is used to account for the outstanding balances on the various road repairs.

Fund 0399 State Agency Fund – The fund is set up to account for fines and fees collected on behalf of the State. On a monthly and/or quarterly basis the monies are sent to the state. A portion of the fees collected are retained by the county and transferred to the appropriate fund.

Fund 0880 Payroll Fund – The fund is set up to account for payroll liabilities.

CAMPO

Fund 0231 CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

Fund 0831 CAMPO Operating Fund – Effective 10/1/16, the County is the fiscal agent for CAMPO. The fund is set up to account for CAMPO operating activity.

County Custodial Funds

Fund 0801-0810 – The custodial funds are set up to hold funds on behalf others outside the County.

0801 CA Hot Check Custodial Fund
0802 DA Pending Forfeit Custodial Fund
0803 Cty Clerk Trust Custodial Fund
0804 District Clerk Trust Custodial Fund
0805 Juvenile Svcs Custodial Fund
0806 So Inmate Trust Custodial Fund
0807 So Cash Bond Custodial Fund
0808 Tax A/C Custodial Fund
0809 Benefits Flex Custodial Fund
0810 Bail Bonds Custodial Fund

Fund Number	Fund Name	Estimated Fund Balance Fiscal Year 2022-2023	2023-2024 Expense Recommended Budget	2023-2024 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance Fiscal Year 2023/2024
Discuss, consider and take appropriate action on the approval of the following 2023-2024 Budgets:						
0340	Tobacco Fund	$ 9,993,319.62	$ 877,363	$ 750,000.00	$ (127,362.59)	$ 9,865,957.03
0350	Law Library Fund	$ 1,365,465.39	$ 200,000.00	$ 352,000.00	$ 152,000.00	$ 1,517,465.39
0364	Pretrial Intervention	$ -	$ 253,680.00	$ 253,680.00	$ -	$ -
0374	County and District Court Technology Fund	$ 115,544.67	$ -	$ -	$ -	$ 115,544.67
0376	Surplus Elections Contracts Fund	$ 353,032.88	$ 346,037	$ -	$ (346,036.82)	$ 6,996.06
0385	County Clerk Records	$ 7,917,102.58	$ 1,390,756.00	$ 1,432,000.00	$ 41,244.00	$ 7,958,346.58
0386	District Clerk - Records Mgmt and Preservation Fund	$ 645,211.81	$ 627,850.00	$ 183,000.00	$ (444,850.00)	$ 200,361.81
0387	Records Technology Fund - District Clerk	$ 357,669.06	$ 357,000.00	$ -	$ (357,000.00)	$ 669.06
0388	Court Records Preservation Fund	$ 816,115.35	$ 812,500.00	$ 33,000.00	$ (779,500.00)	$ 36,615.35
0390	County Wide Records Mgmt and Preservation Fund	$ 558,025.36	$ 543,920.00	$ 24,000.00	$ (519,920.00)	$ 38,105.36
0507	Regional Communication System	$ 735,143.96	$ 1,551,331.00	$ 1,661,000.00	$ 109,669.00	$ 844,812.96
0545	Regional Animal Shelter Fund	$ -	$ 3,189,408.00	$ 3,189,407.00	$ (1.00)	$ (1.00)
0546	Regional Animal Shelter Donation Fund	$ 1,224,618.39	$ 340,846.00	$ -	$ (340,846.00)	$ 883,772.39
0882	Fleet Maintenance Fund	$ -	$ 4,543,620	$ 4,543,620.00	$ 0.28	$ 0.28

Commissioners Court - Regular Session **37.**

Meeting Date: 09/19/2023

FY24 Special Revenue Fund Acknowledgement

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and acknowledge the following 2023-2024 budgets:

0355 Court Reporter Service Fund
0360 Courthouse Security Fund
0361 Justice of the Peace Security Fund
0367 Justice of the Peace, Precinct #3 Truancy Program
0368 Justice of the Peace, Precinct #2 Truancy Program
0369 Justice of the Peace, Precinct #4 Truancy Program
0370 Alternate Dispute Fund
0372 Justice of the Peace Technology Fund
0373 Justice of the Peace, Precinct #1 Truancy Program
0380 Judicial Education Probate Court Fund

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY24 Fund Purpose

FY24 Special Revenue Fund Acknowledge

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Fund 0386 Records Management and Preservation – District Clerk – This fund is compiled of the fees for records management and preservation services performed by the District Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0387 Records Technology – District Clerk – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Fund 0388 Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Fund 0390 Records Management County Wide – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Fund 0405 County Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0406 County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

Fund 0408 District Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0410 County Sheriff Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0490 Employee Fund – This fund is used to account for the proceeds collected from Williamson County's vending machine contract. The funds may be used to offset the cost of the County Christmas Party. Flowers for the death of an employee. An award or plaque upon retirement for employee recognition. Employee of the Year Awards.

Fund 0507 Radio Communication System (WCRCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Fund 0508 Williamson County Conservation Fund – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

Fund 0512 School Fund – Royalties for mineral rights are received from the investments sold for the benefit of various county school districts. The funds are held in trust and distributed to the school districts as directed by the County Judge.

Fund 0515 Appellate Judicial Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Fund 0516 Unclaimed Juvenile Restitution Fund – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

Fund 0517 Vehicle Inventory Tax Interest Fund – This fund is used to account for interest earned from the Tax Assessor-Collector's motor vehicle inventory escrow account. Section 23.122 of the Tax Code requires the interest revenue may only be spent to defray the cost of the collection program.

Fund 0520 Juvenile Fee Fund – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

Fund 0543 Fire Code Enforcement Fund – The Commissioners Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees

related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Fund 0545 Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational costs.

Fund 0546 Regional Animal Shelter Donations (WCRAS) – This fund accounts for WCRAS donations. Many donations are used for a specific purpose. This fund is set up to aid in accounting for the various donations.

Fund 0571 Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Fund 0636 WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

Fund 0777 Project – These funds are set up to account for construction of major capital projects. The majority of the funds are received from Bond Proceeds.

Fund 0840 Risk – This fund is used to account for the accumulation and allocation of costs associated with the self-funded Workers Compensation and Liability coverage.

Fund 0852 Avery Ranch Fund – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

Fund 0853 Pearson Place Road District Operating Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0854 Pearson Place Road District Debt Service Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

Fund 0856 Northwoods Road District Debt Service Fund – Northwoods Road District was formed by the Commissioners Court in 2011. The fund is used to pay for the long-term debt expenditures for

the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

Fund 0857 Somerset Hills #4 Road District Operating Fund – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0858 Somerset Hills #4 Road District Debt Service Fund – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2048.

Fund 0859 Somerset Hills #3 Road District Operating Fund – Somerset Hills #3 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0860 Somerset Hills #4 Road District Debt Service Fund – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2048.

Fund 0875 County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

Fund 0876 Local Provider Participation Fund (LPPF) – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Fund 0882 Fleet Maintenance – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

Fund 0885 Williamson County Benefits Fund – The fund is used to account for the accumulation and allocation of costs associated with the self-funded medical and dental benefit plans.

Fund 0999 Grants – These funds are set up to account for federal, state and private monies provided for the enhancement of programs not fully funded by the County.

Other Funds

Fund 0205 Road & Bridge Special Projects – The fund is set up to account for private road reimbursements. In the early 1990s code allowed for citizens to request Commissioners Court to pay for private road repairs and the landowners along the road to repay thru an assessment. It is not current practice to finance private road repairs. The fund is used to account for the outstanding balances on the various road repairs.

Fund 0399 State Agency Fund – The fund is set up to account for fines and fees collected on behalf of the State. On a monthly and/or quarterly basis the monies are sent to the state. A portion of the fees collected are retained by the county and transferred to the appropriate fund.

Fund 0880 Payroll Fund – The fund is set up to account for payroll liabilities.

CAMPO

Fund 0231 CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

Fund 0831 CAMPO Operating Fund – Effective 10/1/16, the County is the fiscal agent for CAMPO. The fund is set up to account for CAMPO operating activity.

County Custodial Funds

Fund 0801-0810 – The custodial funds are set up to hold funds on behalf others outside the County.

0801 CA Hot Check Custodial Fund
0802 DA Pending Forfeit Custodial Fund
0803 Cty Clerk Trust Custodial Fund
0804 District Clerk Trust Custodial Fund
0805 Juvenile Svcs Custodial Fund
0806 So Inmate Trust Custodial Fund
0807 So Cash Bond Custodial Fund
0808 Tax A/C Custodial Fund
0809 Benefits Flex Custodial Fund
0810 Bail Bonds Custodial Fund

Fund Number	Fund Name	Estimated Fund Balance Fiscal Year 2022-2023	2023-2024 Expense Recommended Budget	2023-2024 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance Fiscal Year 2023-2024
Discuss, consider and acknowledge the following 2023-2024 Budgets:						
0355	Court Reporter Service Fund	$ 789,410.99	$ 89,540.00	$ 248,000.00	$ 158,460.00	$ 947,870.99
0360	Courthouse Security Fund	$ 650,105.27	$ 265,156	$ 325,000.00	$ 59,844.43	$ 709,949.70
0361	JP Security Fund	$ 340,917.84	$ 206,466.00	$ 60,800.00	$ (145,666.00)	$ 195,251.84
0367	JP#3 Truancy Program	$ 66,329.55	$ 80,376.00	$ 124,375.00	$ 43,999.00	$ 110,328.55
0368	JP#2 Truancy Program	$ 116,283.01	$ 44,919.00	$ 6,500.00	$ (38,419.00)	$ 77,864.01
0369	JP#4 Truancy Program	$ 107,915.93	$ 41,624	$ 11,150.00	$ (30,473.75)	$ 77,442.18
0370	Alternate Dispute Fund	$ 745,225.26	$ 8,047.00	$ 202,000.00	$ 193,953.00	$ 939,178.26
0372	JP Technology Fund	$ 321,315.81	$ 64,190.00	$ 63,600.00	$ (590.00)	$ 320,725.81
0373	JP#1 Truancy Program	$ 70,096.23	$ -	$ 4,000.00	$ 4,000.00	$ 74,096.23
0380	Judicial Education Probate Court Fund	$ 90,854.87	$ 4,000.00	$ 8,500.00	$ 4,500.00	$ 95,354.87

Commissioners Court - Regular Session **38.**

Meeting Date: 09/19/2023

Approving Williamson County Judge as Authorized County Representative under Section 111 COBSW

Submitted By: Malea Schmitt, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action approving the Williamson County Judge as the County's Authorized Representative under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, as required for the County’s self-funded Workers’ Compensation Program.

Background

Section 111 of the MMSEA requires that the County register the newly approved Williamson County self-funded Workers' Compensation Program as a Responsible Reporting Entity (RRE) with the CMS (Centers for Medicare and Medicaid Services). An authorized representative is required in order to facilitate this process.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:22 AM
Form Started By: Malea Schmitt		Started On: 09/14/2023 09:03 AM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **39.**

Meeting Date: 09/19/2023

Approve the Creation of the Risk Fund

Submitted By: Malea Schmitt, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action creating the Risk Fund for the purpose of self-funding the County's Workers' Compensation Program beginning in FY24. The Risk Fund shall be identified as accounts 01.0840.0840 and 01.0840.0841.

Background

The Commissioners Court voted in favor of moving to a self-funded Workers' Compensation Program on August 22, 2023. The County Auditor's Office, Budget Office, and Risk Management propose this Risk Fund to serve as the funding mechanism for the program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:35 AM
Form Started By: Malea Schmitt		Started On: 09/14/2023 09:16 AM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **40.**

Meeting Date: 09/19/2023

Risk Fund Budget for FY24

Submitted By: Malea Schmitt, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action approving the budget for the Risk Fund for FY24.

Background

The Risk Fund shall be the funding source for the Workers' Compensation Program internal administration, TPA services, financial services, and claims payments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY24 Risk Fund Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:50 AM
Form Started By: Malea Schmitt		Started On: 09/14/2023 09:24 AM
Final Approval Date: 09/14/2023		

0840 RISK CLAIMS
0841 RISK ADMINISTRATION

Line Item	Description	Budget
0840.0840.004043	WC Medical/Rx bills	$ 1,000,000.00
0840.0840.004044	WC Medical/Rx bills	$ 75,000.00
0840.0840.004045	Indemnity/TIBS payments	$ 300,000.00
0840.0840.004046	Settlement costs	$ 200,000.00
0840.0840.004057	Excess Insurance Premium	$ 275,000.00
0840.0840.004069	WC TPA claim handling fees	$ 200,000.00
0840.0840.004100	Outside legal	$ 100,000.00
0840.0840.004911	Compliance Fees	$ -
0840.0841.001100	F/T Salaries	$ 126,297.00
0840.0841.001107	Temp Labor – Seasonal Help	$ -
0840.0841.001125	Longevity Pay	$ -
0840.0841.001130	Merit, Retention, Recruiting	$ -
0840.0841.001914	Bilingual stipend	$ 600.00
0840.0841.002010	FICA	$ 9,744.34
0840.0841.002020	Retirement	$ 20,444.01
0840.0841.002030	Insurance	$ 19,200.00
0840.0841.002050	Work Comp	$ 200.00
0840.0841.003005	Office Furniture	$ 4,000.00
0840.0841.003006	Office Equipment	$ 600.00
0840.0841.003010	Computer Equipment	$ 5,400.00
0840.0841.003011	Computer Software	$ 300.00
0840.0841.003100	Office Supplies	$ 600.00
0840.0841.003900	Membership Dues	$ 280.00
0840.0841.004100	Actuaries	$ 10,000.00
0840.0841.004208	Internet Cloud Solutions	$ -
0840.0841.004210	Internet/Email Svcs	$ -
0840.0841.004212	Postage	$ 300.00
0840.0841.004231	Travel	$ 100.00
0840.0841.004232	Training, Conf, Seminars	$ 4,000.00
0840.0841.004350	Printed Materials and Binding	$ 150.00
0840.0841.004621	Copier Rental and Supplies	$ -
0840.0841.004705	Pre-Employment Screening	$ -
0840.0841.004998	Contingencies	$ 1,103,553.16
0840.0841.004999	Miscellaneous	$ 500.00
TOTAL		$ 3,456,268.51

Commissioners Court - Regular Session **41.**

Meeting Date: 09/19/2023

Williamson County Safety Policy

Submitted By: Malea Schmitt, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action approving the Williamson County Safety Policy in preparation for launching the County’s self-funded Workers' Compensation Program.

Background

As a kick-off to the start of the County's self-funded Workers' Compensation Program, this Safety Policy broadly highlights the County's commitment to workplace safety and provides guidance to both supervisors and employees on how they can make Williamson County a safe, healthy, and productive work environment. As a self-funded program, the County will have greater opportunity to control the costs of workplace injuries by focusing on the protection of the County's most valuable asset - its workforce.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Safety Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:14 AM
Form Started By: Malea Schmitt		Started On: 09/14/2023 09:29 AM
Final Approval Date: 09/14/2023		

Williamson County Risk Management

Williamson County Safety Policy

Sensitivity: Internal Use Only
Criticality: Moderate
Primary Type: Policy

Summary

Purpose
Williamson County is committed to protecting the safety and health of its employees. Utilizing safe work practices is an integral part of every job in the County. Supervisors are encouraged to include safety as a factor in all performance evaluations.

Scope
This policy was developed with Risk Management, in collaboration with the Commissioners Court and General Counsel. It applies to all Williamson County employees, at all levels.

Roles and Responsibilities

On-the-job safety is a shared responsibility between elected officials/department heads, supervisors, and employees.

Policy

Management shall:

1. Constantly be on the alert to observe and correct safety deficiencies quickly;
2. Ensure that all employees are properly trained to safely perform their job duties;
3. Ensure that all employees properly use the equipment necessary to perform their job duties;
4. Enforce all safety rules and policies;
5. Counsel employees and take appropriate action related to unsafe work practices;
6. Report all on-the-job injuries to Risk Management in a timely manner; and
7. Investigate or facilitate the investigation of all accidents or near accidents in their work areas.

Employees shall:

1. Abide by all safety rules established by Williamson County;
2. Immediately report on-the-job injuries and illnesses to their supervisor;
3. Stop any operation or deactivate any equipment in case of imminent danger to life or health;
4. Report any unsafe acts or unsafe conditions observed to their supervisor; and
5. If an unsafe condition or practice is allowed to continue, report the condition or practice to Risk Management.

Retaliation

Unsafe acts and conditions can be reported to Risk Management without fear of retaliation.

Violations

Violations of this policy may result in disciplinary action, up to and including termination of employment.

Contact Office

Risk Management
RiskManagement@wilco.org
512-943-3230

Revision History

Version	Date	Description
1.0	7/6/2023	Document created

Commissioners Court - Regular Session **42.**

Meeting Date: 09/19/2023

Award of RFP #23RFP63 Applicant Tracking System to Governmentjobs.com dba NEOGOV for Human Resources

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP63 Applicant Tracking System to Governmentjobs.com dba NEOGOV and authorizing the execution of the agreement.

Background

Williamson County sent out over 2,500 notifications with 92 document takers with ten (10) respondent's submitting bids for an Applicant Tracking System to improve efficiencies in the HR recruitment cycle. The vendors were evaluated, and the evaluation team recommends Governmentjobs.com dba NEOGOV to be awarded the Applicant Tracking System under RFP #23RFP63 for FY24 commencing on October 1, 2023, and shall continue until September 30, 2026, unless terminated earlier. At the end of the initial term, the parties, upon mutual agreement, shall have the option to renew for up to two additional one-year terms, with the terms and conditions remaining the same. Pricing is outlined in the agreement. The total period, including all renewals, will not exceed five (5) years. The funding source is 01.0100.0402.004208. Point of Contact is Laura Cervantes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Score Sheet

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:17 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:02 AM
Form Started By: Gretchen Glenn		Started On: 08/30/2023 01:06 PM
Final Approval Date: 09/14/2023		

August 16, 2023

To: Williamson County Purchasing Department

Re: 23RFP63 – Applicant Tracking System

The recommendation from the 23RFP63 Evaluation Committee is to award the *Applicant Tracking System* for Williamson County contract to **Governmentjobs.com d/b/a NEOGOV.** This evaluation is based on all items outlined in the evaluation criteria in 23RFP63.

Sincerely,

Rebecca Clemons

Williamson County

23RFP63 - Applicant Tracking System	Max Points	NEOGOV	PAGEUP	KELDAIR	KIOSITE	Auzmor	CM-Focus	BEPC	SEASHORE SOLUTIONS	VIDCRUITER	SAN ANTONIO SMART SOLUTIONS
Evaluation Criteria											
References	**10**	9.8	9.8	9.2	9.2	7.4	6.6	7.6	5.6	9.4	6.8
System Functionality	**30**	27.4	24.6	20.2	18.8	20	23	15.8	15	16.8	4
Proposed Approach, Training, & Schedule	**30**	29.0	22	20	20.8	10.2	24	18	14.6	16	1
Proposed Amount		$ 29,475.00	$ 31,200.00	$ 34,088.00	$ 54,000.00	$ 31,256.00	$ 763,964.00	$ 64,320.00	$ 66,400.00	no response	$ 24,500.00
Price	**30**	25.0	24	22	14	24.0	1	11	11	0	30
Total	**100**	**91.2**	**80.4**	**71.4**	**62.8**	**61.6**	**54.6**	**52.4**	**46.2**	**42.2**	**41.8**

WILLIAMSON COUNTY
ADDENDUM TO NEOGOV SERVICE AGREEMENT

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 ADDENDUM TO NEOGOV SERVICES AGREEMENT (hereinafter "Addendum") 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 **Governmentjob.com, Inc. dba NEOGOV** (hereinafter "NEOGOV"), both of which are referred to herein as the parties. Subject to the changes herein, the parties heave accepted NEOGOV Service Agreement ("Service Agreement") and the following changes shall be incorporated as if part of the Service Agreement.

I.

Services: NEOGOV shall provide services, as more fully described in **Exhibit A** as an independent contractor. Should the County choose to add services in addition to those describes in **Exhibit A**, such services shall be described in a separate written amendment to this Addendum 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. NEOGOV shall not begin any additional services and the County shall not be obligated to pay for an additional service unless a written amendment to this Addendum has been signed by both parties.

II.

Effective Date and Term: This Addendum shall be in full force and effect as of October 1, 2023, and shall continue until September 30, 2026, unless terminated earlier. At the end of the initial term of this Addendum, the parties upon mutual agreement, shall have the option to renew this Addendum for up to two additional one-year terms, with the terms and conditions remaining the same. The total period of the Addendum, including all renewals will not exceed five (5) year.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit A**. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance

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

IV.

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

V.

Severability: In case any one or more of the provisions contained in this Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

VI.

Right to Audit: NEOGOV agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of NEOGOV which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. NEOGOV agrees that the County shall have access during normal working hours to all necessary NEOGOV 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 NEOGOV reasonable advance notice of intended audits.

VII.

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 Addendum on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:	**NEOGOV:**
_____	_____
Authorized Signature	Authorized Signature
Judge Bill Gravell, Jr.,	Michael Burns
County Judge	Printed Name
Date: _____ ____, 20____	Date: September 8, 2023

Exhibit A

NEOGOV™

NEOGOV ORDER FORM			
NEOGOV: Governmentjobs.com, Inc. (dba "NEOGOV") 2120 Park Pl, Suite 100 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: Williamson, County of (TX) 301 S.E. Innerloop, Suite 105 Georgetown, TX 78626	
Quote Creation Date:	8/25/2023	Contact Name:	Gretchen Glenn
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	Gretchen.glenn@wilco.org
Payment Terms	Annual. Net 30 from NEOGOV invoice.		FTE: 1,900
Subscription Start Date: October 1st, 2023			
Subscription Term (months): 36			

Fee Summary		
Service Description	**Term**	**Term Fees**
Insight Enterprise Subscription (IN) *Renewal*	October 1st, 2023 – September 30th, 2024 October 1st, 2024 – September 30th, 2025 October 1st, 2025 – September 30th, 2026 October 1st, 2026 – September 30th, 2027 (Optional) October 1st, 2027 – September 30th, 2028 (Optional)	$29,475.00 $30,948.75 $32,496.19 $34,121.00 $35,827.05
Professional Services – Implementation and Training	--	$0.00
	Total:	**$162,867.98**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

- Initial Term: October 1st, 2023 – September 30th, 2026
- Optional Subsequent Terms: October 1st, 2026 – September 30th, 2028
- 5% capped annual increase

NEOGOV™

IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	
Entity Name:	
Signature:	_____
Print Name:	
Date:	

Commissioners Court - Regular Session **43.**

Meeting Date: 09/19/2023

Approval of Annual Contract Renewal for Laserfiche Rio Support with MCCi for Information Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the renewal agreement #2023273 between Williamson County and MCCi for software licensing for Laserfiche Rio Records Management, for a total of $112,527.74, pursuant to the BuyBoard Contract #625-20, and authorizing the execution of this agreement.

Background

The approval of this renewal agreement will benefit the Williamson County IT Department with Laserfiche records management and annual software support. Laserfiche is the platform for countywide document imaging, document management and records archiving. The attached agreement has detailed information regarding the purchase. General Counsel, Contract Audit, Budget and Information Systems have reviewed the renewal agreement. Funding sources are 01.0100.0503.005741 and 01.0100.0503.003011 as per FY23 budget. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MCCI quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:51 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:09 AM
Form Started By: Mary Watson		Started On: 09/06/2023 12:47 PM
Final Approval Date: 09/14/2023		

LASERFICHE EXPANSION ORDER

Quote 28600 (the "**Order**") is entered into as of _____, ("**Order Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Master Agreement and made a part thereof. If there is any conflict between a provision of the Master Agreement and this Order, the Master Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Order to be executed by their respective duly authorized representatives as of the Order Effective Date.

MCCi, LLC ("MCCi")

Signed: E-SIGNED by Emery Jones on 2023-09-13 13:56:58 GMT

Name: Emery Jones

Title: CFO

Date: September 13, 2023

WILLIAMSON COUNTY ("Client")

Signed: _____

Name: _____

Title: _____

Date: _____

[redacted]

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to: Tammy McCulley
tmcculley@wilco.org
Ship to: Inky Chandler-Mertz
ichandler@wilco.org
cc AP Contact: tmcculley@wilco.org; ichandler@wilco.org; mbeteille@wilco.org; ssimons@wilco.org

Client Name: Williamson County
Client Address: 301 SE Innerloop, Suite 105, Georgetown, TX 78626
Quote Number: [redacted]
Order Type: Expansion

Quote Date: August 22, 2023

Product Description:	*Qty.*	*Unit Cost*	*BuyBoard #625-20*	*Total*
CONTENT SERVICES SOFTWARE LICENSING FOR RIO				
☑ Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	95	$726.00	$675.18	$64,142.10
☑ Laserfiche Rio Forms Professional (200-499 Users)	95	$66.00	$61.38	$5,831.10
☑ Laserfiche Rio Connector (200-499 Users)	95	$33.00	$30.69	$2,915.55
☑ Laserfiche Rio Quick Fields Core	-1	$4,662.50	N/A	($4,662.50)
☑ Laserfiche Rio Quick Fields Complete	1	$15,000.00	$13,950.00	$13,950.00
Laserfiche Software Subtotal				***$82,176.25***

GRAND TOTAL - ONE-TIME SOFTWARE	***$82,176.25***

Product Description:	*Qty.*	*Unit Cost*	*BuyBoard #625-20*	*Annual Total*
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC				
☑ Laserfiche Rio Records Management Edition Named Full User (200-499 Users)	95	$145.20	$130.68	$12,414.60
☑ Laserfiche Rio Forms Professional (200-499 Users)	95	$13.20	$11.88	$1,128.60
☑ Laserfiche Rio Connector (200-499 Users)	95	$6.60	$5.94	$564.30
☑ Laserfiche Rio Quick Fields Complete	1	$3,000.00	$2,700.00	$2,700.00
Laserfiche Annual Recurring Software Support Subtotal				***$16,807.50***
LASERFICHE ANNUAL SUBSCRIPTION - BASIC				
☑ Laserfiche Participant User Subscription (10-199 Users)	145	$110.00	$104.50	$15,152.50
Laserfiche Annual Recurring Subscription Subtotal				***$15,152.50***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$31,960.00***

[redacted]

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

☑	Laserfiche Rio Forms Authenticated Participant (50-199 Users)	-85
☑	Laserfiche Rio Quick Fields Core	-1
☑	Laserfiche Software Support Credit Proration	1
☑	***Existing Laserfiche Software Support Credit Total***	***($1,608.51)***

GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT	***($1,608.51)***

TOTAL LASERFICHE PROJECT COST	***$112,527.74***

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

[redacted]

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) as such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then-current policy
- Continued access to Client's Laserfiche solution*

  ** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then-current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permittable due to the timing of renewal invoicing).

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.

- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

Commissioners Court - Regular Session **44.**

Meeting Date: 09/19/2023

Award IFB #23IFB99 EMS Medical Supplies to Seven (7) Vendors as attached for Emergency Medical Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB99, EMS Medical Supplies, on a per item basis, to seven (7) responsive bidders: Bound Tree, Henry Schein, Life Assist, Medline, Quadmed, Southern Safety, and Stryker.

Background

Award of this solicitation will support the operations of Williamson County Emergency Medical Services. Invitations were sent to over 4,300 vendors with 121 document takers with fourteen (14) submitting responses. Upon evaluation, the following were found to be the lowest and best bidders:

- Bound Tree Medical, LLC
- Henry Schein, Inc
- Life-Assist, Inc
- Medline Industries, Inc
- QuadMed, Inc
- Southern Safety Sales
- Stryker

The recommended bid items to be awarded and the tabulation list for the vendors above are attached with the awarded items marked in red. The initial contract term is for October 1, 2023 through September 30, 2026 with two (2), one (1) year auto-renewals. Funding sources are 01.0100.0540.003200 and 01.0100.0540.003307. The Department point of contact is Kirk Becker.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:30 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:13 AM
Form Started By: Gretchen Glenn		Started On: 09/12/2023 08:16 AM
Final Approval Date: 09/14/2023		

		DESCRIPTION OF PRODUCT	Southern Safety	Stryker	Quadmed	Medline	County Life Assist	Henry Schein	Bound Tree	B&E Medical	Sovereign Medical	Agni	Microbe Solutions	Universal	Sovereign Medical	Lighthouse	
		"BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)			0.013-3	$1.0150	$0.0800	0.012-2	0.0095-1	UTI		0.0357-4					
		"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)			4.22-1	$9.6456	5.25-3	6.98-4	3.53-1	$7.7600		$13.2278					
		1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.			0.1038-3	0.0857-2	$0.1500	0.073-1	0.14-4	$0.4000		$0.2127				9.6000	
		10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.			0.12-3	$1.1804	0.12-2 hx	0.144-4	0.09-1	$0.4400							
		LARGE BIOHAZARD INFECTION WASTE BAGS			0.4795-3	1.1804-4	0.24-2	0.225-1	DNMS	$18.5600						289.9800	
		4 X 4 STERILE GAUZE			$0.0860	0.0255-3	0.08-4	0.025-2	0.0143-1	DNMS		$0.0973				7.2500	
		TELFA BANDAGE COVIDIEN 6017			0.1035-4	0.06-1		0.064-2 hx	$0.1286	$0.1900		0.0634-3				19.8700	
		4" X 4" NON-STERILE SPONGES 8 PLY			0.01295-3	0.0102-1	$0.0250	0.0116-2		0.0165-4		$0.0303				328.2400	
		ADENOCARD 6mg / 2ml (VIALS ONLY)					4.50-2	9.45-3	4.062-1								
		AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz. BOTTLES				7.51-4	1.25-1	2.31-2	2.61-3			$28.1089				14.6800	
		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030			15.90-3	$17.1690	14.65-2	15.92-4	13.70-1	$17.6900						282.9100	
		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030			15.90-3	$17.1690	14.65-2	15.92-4	13.70-1	$17.6900						308.6700	
		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030			15.90-3	$17.1690	14.65-2	15.92-4	13.70-1	$17.6900						34.7400	
		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030			15.90-3	$17.1690	14.65-2	15.92-4	13.70-1	$17.6900						34.7400	
		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030			DNMS	$36.0633	24.50-2	26.54-3	22.63-1	29.48-4		$76.5049				46.8100	
		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030			DNMS	$36.0633	24.50-2	26.54-3	22.63-1	29.48-4		$76.5049				46.8100	
		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030			DNMS	$36.0633	24.50-2	26.54-3	22.63-1	29.48-4		$76.5049				46.8100	
		ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)				0.3523-4	0.2983-3	0.2378-2	0.196-1	UTI						8.5200	
		ALCOHOL PREP PADS @ 200 PER BOX			0.00755-3	$0.0130	0.0088-4	0.006-1	0.0075-2	$0.0100		$0.1242				3.2000	
		AMIODARONE (or GENERIC - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN DARK COLORED VIALS/BOTTLES TO PROTECT FROM LIGHT. NO AMPULES ACCEPTED						1.75-1	2.188-2							69.98-3	
		ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.			$1.1400	0.5739-1	0.80-3	0.90-4	0.69-2	$1.2600						2.1000	
		ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)			11.39-4	DNMS	9.50-2	DNMS	7.95-1	UTI		DNMS				10.50-3	
		ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)			6.39-4	DNMS	5.60-3	DNMS	0.001-1	UTI		$61.3806				4.28-2	
		CASE FOR ASSURE BLOOD GLUCOSE METER			6.01-4	2.6609-3	0-2	DNMS	0-1 hx	UTI						9.9800	
		ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2			10.72-3		8.90-2	DNMS	7.09-1	UTI		$65.5226				12.98-4	
		ATROPINE 8MG/20ML MULTIDOSE VIAL				DNMS	19.95-2	19.15-1	41.79-3							DNMS	
		ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE					0.2917-3	0.23-2	0.196-1							898.67-4	
		BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS			184.50-3			103.35-2	87.13-1	UTI		$1,608.3016				652.78-4	
		BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)			169.45-2		216.88-3	UTI	56.30-1								
		BACK BOARDS (PLASTIC) -ADULT - 72" L x (min.)16"W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATABLE HANDHOLDS; MINIMUM 450 LBS. LOAD CAPACITY. GRAPHICS: Imprinted with "W C E M S" on top surface in minimum of 2 inch letters.			172.65-2		217.56-3	UTI	155.30-1								
		BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE. W/ PERMANENT STOP ON END OF STRAP TO PREVENT IT FROM COMING OFF OF THE BUCKLE. (ORANGE)			1.85-3		1.65-1	1.73-2	1.95-4	UTI							
		BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED	10.25-1		$13.8600	$14.4142	12.75-4	10.68-2	12.68-3	UTI		UTI					
		BED PANS, FRACTURE STYLE			$1.7100	0.6294-1	0.95-2	$1.4700	0.97-3	1.18-4		$3.1496				120.9800	
		BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS				DNMS	1.20-2	1.03-1	5.76-3							74.08-4	
		Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY				DNMS		1.69-1	DNMS	UTI		4.2177-3				2.35-2	
		BLANKET, READY-HEAT INFANT WARMING COCOON			DNMS	$39.0200	21.00-1	24.16-3	21.60-2	$38.9500		$54.3679				32.48-4	
		BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: NAVY (Send Sample)			7.71-3	4.729-2			4.30-1								
		BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERED	1.57-1		4.10-3	5.5116-4		UTI	1.86-2							148.2700	
		BLOOD PRESSURE CUFF, ADULT: MABIS style			$28.1800	DNMS	7.30-4	5.24-1	6.41-2	6.76-3		$49.0300				148.2800	
		BLOOD PRESSURE CUFF, CHILD: MABIS style			$32.0100	DNMS	7.30-4	5.07-1	6.41-2	6.76-3		$63.1633				21.1200	
		BLOOD PRESSURE CUFF, INFANT: MABIS Style			$32.2500	DNMS	7.30-4	4.92-1	6.41-2	6.76-3		$78.8593				88.8000	

		DESCRIPTION OF PRODUCT	Southern Safety	Stryker	Quadmed	Medline	County Life Assist	Henry Schein	Bound Tree	B&E Medical	Sovereign Medical	Agni	Microbe Solutions	Universal	Sovereign Medical	Lighthouse	
		BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style			$35.8500	DNMS	8.15-4	5.44-1	6.41-2	6.76-3		$67.0350				158.4000	
		BLOOD PRESSURE CUFF, THIGH: MABIS Style			$39.6800	DNMS	7.75-4	6.46-2	6.41-1	6.76-3		$67.4438				19.9800	
		BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS.			0.54-2	0.605-3	0.75-4	UTI	0.35-1	$1.1500		$2.2607					
		BURN SHEET 60" X 90" (DYNAREX 3520) or (MEDSOURCE MS-BS0033)			1.71-1	2.496-4	1.99-3	1.78-2	$2.5000	$3.0200		$11.1169				60.8400	
		CALCIUM GLUCONATE 1GM/10ML VIAL				DNMS	12.50-2	13.57-3	12.416-1								
		CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100 ONLY NO SUB)			DNMS	$14.5750	7.25-1	10.88-2	UTI	11.74-3		$17.7267				12.68-4	
		CHEST SEALS VENTED H-VENT hvs01 ONLY (NO SUB)			18.11-4		10.25-1	UTI	10.58-2	11.36-3							
		CHLORAPREPS FREPP APPLICATOR 1.5ML			UTI	1.32-4	0.85-1	1.10-3	1.0525-2	$1.3400						41.2800	
		CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE			5.35-4		3.90-3	3.20-1	3.73-2	UTI		$29.8093					
		CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped			0.2508-3	0.2484-2	$0.3900	0.22-1	0.2558-4	$0.7400						1.3400	
		CPAP DELUXE MASK LARGE (MERCURY MEDICAL 10-571-03) (NO SUBS)			29.08-2		28.00-1			33.98-3							
		CPAP DELUXE MASK SMALL/CHILD (MERCURY MEDICAL 10-571-05) (NO SUBS)			29.08-2		28.00-1										
		CPAP FLOWSAFE II EZ ADULT SMALL KIT (MERCURY MEDICAL 10-573-19) (NO SUBS)			59.06-1		60.00-2	64.21-3		70.48-4						592.7800	
		CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT					1075.00-1	1292.00-3	1210.30-2							1741.92-4	
		DEXAMETHASONE 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED				4.9944-4	1.11-1	1.57-3	1.50-2	UTI						57.1200	
		DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS					2.65-1	3.03-3	2.68-2								
		DILTIAZEM 25MG/5ML REFRIGERATED VIALS					3.995-3	3.61-1	3.63-2							481.98-4	
		DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS. LUER LOCK CONNECTOR. LATEX FREE: B. BRAUN # 519-415019 OR BD 305180 (quote both)			UTI	0.3311-3		0.303-2	0.233-1	UTI		0.9913-4					
		DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX OR CURAPLEX 1071-10208			$5.0400	0.27-1	0.3396-2	0.45-4	0.3472-3	UTI		$1.6356					
		DROPERIDOL 5MG/2ML VIALS				9.064-1	11.80-2	12.04-3	12.408-4							446.2500	
		DRUG CASE, PELICAN #1550EMS ORANGE HARD SIDED; INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE CONTENTS. SIZE = 20.5"L x 16.75"W x 8.5"D (OUTSIDE DIMENSIONS). COLOR = ORANGE.			343.71-4	268.00-1	320.00-3		310.00-2	DNMS							
		ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)	0.189-1		DNMS		0.283-4	0.278-3	0.206-2	UTI							
		EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING) DYNAREX 3683			3.31-4		3.05-3	2.78-1	2.95-2	UTI		$27.8473				598.7800	
		EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)			UTI	0.7796-2		1.10-3	0.71-1	UTI						68.37-4	
		EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter) (Black or Blue handle only)			0.62-2	$1.1000	0.79-4	0.62-1 hx	0.68-3	$1.2700		$24.1849					
		EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)					11.00-1	13.51-3	11.96-2								
		EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (WITH NEEDLE)					8.50-1	10.93-3	9.58-2							159.99-4	
		EPINEPHRINE 1:1000 1MG/1ML (VIAL ONLY), AMPULES NOT ACCEPTED.					15.85-1	20.15-3	17.5728-2	DNMS							
		ESMOLOL 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED						UTI	2.8488-1								
		ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)			9.59-3			4.65-2	4.54-1								
		ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)			3.31-4		2.70-1	2.87-3	2.83-2	$4.0400		$29.1553					
		ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)			0.92-4	$1.1740	0.87-2	0.89-3	0.67-1	UTI		$6.3961			1.9500		
		ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX FREE)			0.92-3	1.02-4	0.81-2	UTI	0.50-1	UTI		$6.0037			2.1000		
		EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: MINI PERFIT ACE 000281106) NO SUB	3.65-1		$5.5200	4.9333-3	$5.2000	4.60-2	5.00-4	$6.2800		$37.9189					
		EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PERFIT ACE 000281000) NO SUB	3.65-1		$5.5200	4.9333-3	$5.2000	4.60-2	5.00-4	$6.6600		$19.7095					
		FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials) (VIALS ONLY)					4.56-3	2.75-2	1.84-1								
		FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials) (VIALS ONLY) (WITH SAFETY SEAL) 6027-25					UTI	2.44-2	2.4612-1 hx								
		FERNO CODE 1 PEDI Bag w/ pouches, RED			156.25-1				DNMS								
		FERNO AIRWAY Mgmt/TRAUMA BAGS. Red			302.81-2		325.00-3	355.28-4	267.56-1			$723.7274					
		GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand, no substitution allowed)			UTI		UTI	11.50-2	10.95-1	UTI		17.755-3		18.00-4			

		DESCRIPTION OF PRODUCT	Southern Safety	Stryker	Quadmed	Medline	County Life Assist	Henry Schein	Bound Tree	B&E Medical	Sovereign Medical	Agni	Microbe Solutions	Universal	Sovereign Medical	Lighthouse	
		GLUCAGEN (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (BEDFORD LABS NDC 55390-004-01)			DNMS		DNMS	310.27-2	173.53-1								
		HALO CHEST SEALS (2 PACK)			23.75-4		19.00-3	9.96-2	6.86-1	UTI		$68.6569				54.7800	
		HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-1510 NO SUBSTITUTIONS							0.0624-1								
		HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO SUBSTITUTIONS			1.84-3			1.57-2	1.24-1			$4.3901	2.08-4				
		I.V. ADMIN. SET 15 GTT. WITH UNIVERSAL SPIKE, TWO ULTRASITE INJECTION SITES, AND SPIN-LOCK CONNECTOR. approx. 80-100" LENGTH (Latex Free) B-Braun # US1150 ONLY (NO SUBS)			UTI		2.06-2	2.00-1	2.17-3	4.82-4		$36.6109					
		I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)			1.32-3		1.80-4	1.16-2	1.00-1			$4.2332					
		I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)			1.3694-2		1.45-4	$1.4800	1.26-1	1.44-3		DNMS					
		I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)			1.3694-2		1.45-4	$1.4800	1.26-1	1.44-3		DNMS					
		I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)			1.3694-2		1.45-4	$1.4800	1.26-1	1.44-3		DNMS					
		I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)			$1.3694		1.45-4	$1.4800	1.26-1	1.44-3		DNMS					
		I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)			1.3694-2		1.45-4	$1.4800	1.26-1	1.44-3		DNMS					
		I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)			1.3694-2		1.45-4	$1.4800	1.26-1	1.44-3		DNMS					
		I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.			1.6942-3			1.20-2	1.19-1								
		I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE			8.333-1			18.41-3	18.25-2			26.6093-4					
		I.V. INJECTION SITE TUBING, with REMOVEABLE ULTRASITE INJECTION SITE; 7"-10" LENGTH; LARGE BORE (PREFERRED: B-BRAUN 352244 or 352290)			3.58-3		1.35-1	DNMS	1.49-2	UTI							
		I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)			8.85-3		17.75-4	7.09-2	6.54-1	$18.7600		$27.5857					
		INFECTION ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, SHOE COVERS, AND INFECTIOUS WASTE BAG IN A PROTECTIVE BAG OR POUCH. (COMMERCIAL KIT) (CITY OF BIRMINGHAM KIT)			19.45-1			UTI	UTI							287.88-2	
		INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)			5.12-4		2.50-1	4.09-3	3.12-2	UTI		$15.3854				17.8800	
		INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min) 1431-66000			0.52956-2		0.75-4	0.74-3	0.36-1	$0.8500						23.7900	
		IRRIGATION CAP WOUND SHIELD (662209)			UTI			5.33-2	5.00-1	UTI		DNMS				622.78-3	
		K Y JELLY .09 OZ FOIL PACK			0.032777-1	0.0447-3	$0.0500	0.035-2	0.046-4	UTI		$0.3069					
		KETAMINE: 500MG/10ML VIALS					UTI	13.65-2	8.03-1								
		KETOROLAC 60MG/2ML VIAL					UTI	1.01-1	3.7332-2							299.89-3	
		KING VISION REUSABLE DISPLAY (KVISO1)			1050.00-1		1165.00-3	1292.63-4	1111.10-2								
		KING VISION VIDEO CHANNELED BLADES, # 3 (Ref. KVL03C)			36.70-1		40.50-2	48.90-4	42.29-3								
		LACTATED RINGERS 1000ML BAG					2.95-2	3.45-3	2.95-1 hx/shipping							49.98-4	
		LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance One-Step safety lancet SLN 240100 {ORANGE}) - NO SUBSTITUTIONS			0.098-4		0.0925-3	0.0752-1	0.0806-2	UTI		$0.4380					
		LARYNGOSCOPE BLADE AND HANDLE DISPOSABLE MILLER 0 (TRULITE) (NO SUBS)			UTI			UTI	9.19-1								
		LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)					5.995-1	6.82-3	6.11-2								
		LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)		63.70-1	118.04-3				96.60-2			186.2423-4					
		LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (PHYSIO CONTROL BRAND #11576-000047 ONLY)		35.85-1	51.2725-4		48.75-3		42.175-2								
		LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)		77.78-1	DNMS				93.4167-2								
		MAGILL FORCEPS, ADULT			4.39-3	$10.3817	4.15-2	4.66-4	3.65-1	$5.4200		$57.2773				39.5800	
		MAGILL FORCEPS, PEDI			4.39-3	$8.7433	4.15-2	4.66-4	2.89-1	$5.4200		$47.7289				38.5000	
		MAGNESIUM SULFATE, 1 GM VIALS					2.50-3	2.28-1	2.4656-2								
		MALE URINAL, PLASTIC			UTI	0.3817-1	UTI	0.63-3	0.57-2	0.70-4		$1.7593				7.8000	
		METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED UNIT)					9.25-1	11.25-3	9.3364-2								
		MULTI TRAUMA DRESSING 10" X 30"			0.86-3		0.80-2	0.69-1	0.89-4	UTI		$2.8512				112.8900	
		N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.			$1.5733	0.81-2		0.78-1	1.305-4			1.2527-3					
		NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)					12.50-1	16.53-3	13.01-2								

		DESCRIPTION OF PRODUCT	Southern Safety	Stryker	Quadmed	Medline	County Life Assist	Henry Schein	Bound Tree	B&E Medical	Sovereign Medical	Agni	Microbe Solutions	Universal	Sovereign Medical	Lighthouse	
		NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)			$0.3500	0.3014-3	0.28-2	$0.3300	0.27-1	0.31-4		$1.5587				38.8700	
		NASAL CANNULA, PEDI (LATEX FREE)			0.47-2	0.4908-3	$0.5700	0.51-4 hx	0.27-1	$0.5100		$1.5587				256.9800	
		NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 16, 18, 20, 22, 24, 26, 28, 30, 32, & 36 (non sterile, w/o expiration dates) ROUSH BRAND #'s 123114 THRU 123136 (Latex Free)			3.01-3		2.30-2	DNMS	1.54-1								
		NEBULIZER "T" CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 1982000) (NO SUB)			UTI				0.9266-1	UTI							
		NEBULIZER W/ MASK - ADULT SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free) (INTERSURGICAL 14836000) NO SUB							0.76-1								
		NEBULIZER W/ MASK - CHILD SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free) (INTERSURGICAL 14846000) NO SUB							0.87-1								
		NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. INTERSURGICAL #15016000 PREFERRED. (NO SUB)															
		NEBULIZER: SUPERSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031) (NO SUB)							2.654-1	UTI							
		NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)			0.3116-3		0.27-1	0.29-2	0.36-4			DNMS					
		NEEDLE, 25ga. X 5/8": LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE			0.2588-1		0.27-2	0.29-3	UTI			DNMS					
		NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)			4.70-3		4.35-1	5.42-4	4.66-2	UTI		$34.3873				311.3800	
		NITRO -BID FOILPAKS: NDC 0168-0326-08				2.3719-1	2.4583-2	2.97-4	2.6458-3								
		NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED.					UTI	0.265-1	0.418-2								
		NITROGLYCERIN IN D5W, 25MG/250ML GLASS BOTTLE						23.22-2	19.765-1								
		NON REBREATHER MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE) (NO EXPIRATION DATE)			0.86-2	$1.1662	0.90-4	0.89-3	0.71-1			$24.1849					
		NON REBREATHER MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE) (NO EXPIRATION DATE)			1.13-4	1.118-3	$1.2900	1.02-2	0.65-1			$24.8389					
		NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)				14.267-3	UTI	6.43-2	6.26-1								
		NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)			$0.3571	$0.2900	0.33-2	0.323-3	0.32-1	$0.7000		$0.7933					
		NORMAL SALINE, 100 CC BAGS					2.25-2	2.52-3	2.10-1							39.6800	
		NORMAL SALINE, 1000 CC BAGS					2.95-2	3.38-3	2.86-1							4.8400	
		NORMAL SALINE, 500 CC BAGS					2.95-2	3.38-3	2.80-1							48.7800	
		Purchase above 4 items from the same vendor.															
		NOSE CLIP PLASTIC			$0.6100	0.4285-1	0.50-3		0.49-2	UTI		$0.8605			0.60-4	48.7200	
		OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MOTION MEDICAL DISTRIBUTING (stock # 1736) ONLY, NO SUBSTITUTIONS.						11.16-1		UTI		25.9895-2					
		ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80, 90 & 100 mm (Latex Free)			0.28-4	DNMS	0.28-3 hx	0.24-2	0.16-1			$6.5100					
		OXYGEN, PRESSURE REGULATOR FOR "D" SIZE TANK, 0-25 LPM CONSTANT FLOW - STANDARD BARB; W/ 1 STANDARD DISS OUTLET WITH CHECK VALVE, BRASS CORE FOR REDUCED WEIGHT; WITH PROTECTED CONTENTS GUAGE; WITH 5 YEAR OR LONGER WARRANTY.			36.08-3	DNMS	34.00-2	37.15-4	27.09-1								
		OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)			3.64-4		2.40-3	$4.4800	1.87-1						1.941-2		
		OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)			DNMS		UTI	9.21-2	8.30-1								
		OXYGEN: FLOW METER; REPLACEMENT OXYGEN TREE - PLASTIC			0.36-3	0.32-2	0.49-4	UTI	0.28-1	$0.6000					0.6200		
		OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (O-25 LPM) with PREATTACHED MALE QUICK CONNECT FITTING W/ 1/8" MALE PIPE FOR AMBULANCE WALL MOUNTING (NOT FLOW TUBE).			UTI			58.90-1	DNMS								
		OXYGEN: PRESSURE REGULATOR, HIGH FLOW W/1 STANDARD DISS OUTLET WITH CHECK VALVE; FOR "K" - SIZE OXYGEN TANKS ON TRUCKS.			71.02-2		55.00-1	UTI									
		OXYGEN QUICK CONNECT OHMEDA, (PRECISION MEDICAL 2114)			21.82-1			25.92-4	22.15-2	$28.4500		$73.8889			25.50-3		
		OXYGEN: SUPPLY TUBING, UNIVERSAL (APPROX. 7 feet length)			$0.4700	0.265-1	0.35-3	0.39-4	0.35-2 hx	$0.9300		$1.4595					

		DESCRIPTION OF PRODUCT	Southern Safety	Stryker	Quadmed	Medline	County Life Assist	Henry Schein	Bound Tree	B&E Medical	Sovereign Medical	Agni	Microbe Solutions	Universal	Sovereign Medical	Lighthouse	
		PARA SHIELD FACE SHIELD WITH MASK			1.0844-2	0.4794-1			4.68-4			1.4879-3				78.1800	
		PATIENT RESTRAINTS LEG, POSEY 2791Q			DNMS	16.585-2		17.28-3	16.05-1	UTI		$91.8189				38.78-4	
		PATIENT RESTRAINTS WRIST, POSEY 2790Q			DNMS	16.07-2		17.28-3	16.05-1	UTI		$91.8189				49.08-4	
		PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.			0.8333-4	$4.6600	0.72-2	0.76-3	0.6383-1	$0.9000		$5.0118				42.2000	
		PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A		8.25-2	DNMS		10.50-3		8.25-1 hx/delivery			38.7811-4					
		PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A		9.56-2	DNMS		11.25-3	UTI	8.98-1								
		PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920		6.9084-2	DNMS		9.00-3	11.71-4	7.13-1 hx/delivery								
		PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923		12.44-2	19.5012-4		15.25-3		11.85-1								
		PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY			128.24-2				106.85-1								
		LIFEPAK AC POWER CORD 11140-000015		67.89-1	UTI			90.09-3	80.95-2			$212.4040				116.88-4	
		TEST LOAD FOR USE W/LIFEPAK 21330-001365		62.40-1	108.74-4			82.33-2	104.65-3			$346.1786				122.2800	
		CHEST LEAD ECG CABLE SET 11111-000022		128.44-1	145.59-2		$175.0000	166.21-4	152.99-3			$243.9786				248.5900	
		LIMB LEAD ECG CABLE SET W/ TRUNK CABLE 11111-000018		318.44-1			430.00-4	412.17-3	380.85-2			$557.6004				587.8800	
		ECG 100MM CHEMICAL THERMAL PAPER (red) 11240-000016		16.80-4	$24.7100			2.37-3	1.61-1	2.36-2		$22.4257				62.2700	
		PULSE OX ADAPTER CABLE RAINBOW 11171-000037		157.04-4	88.24-2		83.00-1	130.60-3	$230.3000			$712.2387				456.7600	
		RAINBOW PULSE OX REUSABLE ADULT 11171-000049		519.17-1	617.65-4		575.00-2	610.46-3	$650.9000			$2,034.3488				889.5700	
		RAINBOW PULSE OX REUSABLE PEDI 11171-000050		570.00-1	647.06-4		575.00-2	639.53-3	$1,030.3000			$2,202.8846				1,102.7800	
		PULSE OX SPO2 REUSABLE ADULT FINGER CLIP 2501 M-LNCS (2712-25010)		210.08-4	141.18-1		$160.0000	142.23-2	172.39-3			$558.9660				227.9800	
		SpO2 DISPOSABLE SENSOR: Pedi. 11171-000040		12.48-3	9.35-1		12.25-2	13.70-4	$17.6000			$40.9658				557.6900	
		PHILIPS MRX: Q-CPR REPLACEMENT ADHESIVE PADS					2.2317-1		UTI							62.87-2	
		THERAPY CABLE FOR MFP 11113-00004		332.12-1	$464.7100		435.00-4	415.92-3	380.20-2			$972.5613				622.5900	
		MULTI FUNCTION PADS, ADULT 11996-000091		28.20-2	$43.6800		31.00-3	DNMS	18.41-1	31.78-4		$102.7598				158.8800	
		MULTI FUNCTION PADS, PEDI 11996-000093		33.60-2	46.64-4		38.00-3	DNMS	18.48-1	UTI		$119.4776				69.9800	
		NIBP CABLE STRAIGHT HOSE 21300-008147		67.64-1	97.59-3			UTI	80.52-2	UTI		$186.6103				139.68-4	
		PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM			23.53-1		UTI		37.30-2			51.3913-3					
		PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM			17.65-1		UTI		20.03-2								
		PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM			25.65-1		UTI		45.31-2			67.1304-3					
		PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM			17.65-1				35.31-2								
		PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM			43.53-1												
		PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER			$0.3733	0.2108-3	0.275-4	0.21-2	0.18-1			$0.5597					
		PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample.			4.86-3	2.5033-1			2.78-2	UTI		7.9797-4					
		PROVIDINE IODINE PREP PADS			$0.0416	0.0236-1	0.04-3	0.0372-2	0.0402-4	UTI		$0.0883				139.5800	
		QUANTUM ACR4 CHILD RESTRAINT			684.95-2		685.00-1 hx	713.10-3								DNMS	
		QUIKCLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages			36.17-4		31.50-1	34.09-3	33.66-2	UTI		$110.2513					
		RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platium coated Stainless Steel Blade			0.4374-4		0.363-2	0.35-1	0.40-3	UTI		$1.3601					
		RESTRAINTS SOFT POSEY 2510 (NO SUB)			4.94-4		4.00-1	4.51-3	4.30-2	UTI		$59.5276					
		RING CUTTER			$14.4500	10.87-4	6.15-3	5.21-1	5.87-2	UTI		$58.1406			1,995.0000	29.9800	
		ROCHESTER CURVED FORCEPS 8.50" (2812-80994)			UTI				4.20-1			19.3816-2				228.97-3	
		ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.					4.50-2	4.11-1	8.05-3							187.77-4	
		SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!			2.19-4		2.10-1	2.15-3	2.15-2 hx								
		SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)			0.824-3	$1.0020	0.777-2	0.75-1	0.84-4	UTI		$3.9619					
		SCOOP STRETCHER: FERNO MODEL 65			518.6-2		625.00-3	757.44-4	348.63-1			$2,999.6474				998.9700	
		SHARPS CONTAINER - 5 QUART COVIDIEN 8507SA			$5.2300		$5.2500	5.25-1	5.79-2	$5.8300		17.4335-3					

		DESCRIPTION OF PRODUCT	Southern Safety	Stryker	Quadmed	Medline	County Life Assist	Henry Schein	Bound Tree	B&E Medical	Sovereign Medical	Agni	Microbe Solutions	Universal	Sovereign Medical	Lighthouse	
		SHARPS ENCLOSURE BRACKET COVIDIEN 85165H			DNMS			20.12-1	29.69-2	UTI		33.5093-3					
		Purchase above 2 items from the same vendor.															
		SHARPS SHUTTLE, FOR USE IN MED KIT.			DNMS		1.65-4	1.24-1	1.38-2	1.60-3		$7.4338					
		SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS					16.95-1	20.23-3	19.765-2								
		SOFT TIP SUCTION CATHETERS; SIZES 6FR, 8FR, 10, 12, 14FR, 16 & 18FR.			0.31-4		0.27-3	0.23-2	0.13-1	$0.3500		$1.5001					
		SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT. 36" (ORIGINAL SAM SPLINT REQUIRED)			10.07-4		7.50-3	7.18-2	5.55-1	UTI		$32.0329					
		SPLINT, PELVIC BINDER - SAM PELVIC SLING II			72.22-4		60.00-2	59.76-1	65.32-3	UTI		$186.6103					
		SPLINTS 9", PADDED I.V. ARM BOARD			$4.5556		0.47-1	0.90-2	1.0164-3			2.0611-4					
		SPONGE HEMOSTATIS XSTAT-12 (REVMEDX RVMFIN-0001-02)							61.25-1								
		STERILE WATER FOR IRRIGATION, not INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)					2.95-3	1.74-1	2.91-2								
		STETHOSCOPE DUAL HEAD, GENERIC			2.71-2	3.28-3	$3.5000	2.23-1	3.44-4	$7.0600		$27.1933					
		STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Like the Taylor E-Force or Curaplex XPS)	1.66-2		1.8258-4		1.58-1	$2.0600	1.676-3	UTI		$2.6869					
		STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90" .			$1.3702	0.4454-1	0.45-2	0.91-4	0.4798-3	UTI		$1.7541					
		STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER MINIMUM 800 LB. WEIGHT CAPACITY			15.24-2		16.25-3	11.83-Tried this one before and didn't like	12.13-1			78.2053-4					
		STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)		113.60-1	DNMS												
		SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)			4.42-4		3.10-1	3.23-2	DNMS	3.95-3		DNMS					
		SUCTION TIP, Hi-D Ducanto by SSCOR 200-00002C (NO SUB) (NON LATEX)			2.43-2		2.40-1	2.45-3	2.69-4	UTI		$27.8473					
		SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX) DYNAREX 4693 (NO SUB)			0.96-1			0.98-2	1.66-3								
		SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)			594.75-1		602.60-2	631.20-4	617.00-3			$1,379.1923					
		SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]			59.04-3		55.37-1	60.20-4	58.32-2			$140.3353					
		SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)			UTI		87.781-1	99.44-3	91.30-2			157.0233-4					
		SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box			0.1449-4	0.1429-3	0.0815-1	0.139-2	DNMS	$1.5300		$0.2112					
		SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box.			0.1059-3	0.1018-2	DNMS	0.0978-1	0.13-4	UTI		$0.2122					
		SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box.			0.20-4	0.1905-3	0.18-2	0.16-1	$0.2900	UTI		$0.3768					
		SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.			0.08-4	0.055-2	UTI	0.0355-1	0.08-3 hx	UTI		$0.1370					
		SYRINGE, 60 CC - CATHETER TIP without needle.			0.6128-2	DNMS	UTI	0.315-1	1.11-4	UTI		0.7518-3					
		TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)			$0.8533	0.4871-1	0.75-4	0.69-3	0.6167-2	UTI		$1.9810					
		TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)			$1.6866	0.851-1	1.50-4	1.38-2	1.3917-3	UTI		$4.0225					
		Tape, Coban 1"			0.3836-4	$0.4900		0.27-1 hx/delivery	0.37-3			0.2543-2					
		Tape, Coban 2"			$1.7336	0.7025-4	0.59-1	0.63-2	0.6522-3			$3.5380					
		TETRACAINE 0.5% 2ML BOTTLES					UTI		89.99-1								
		THERMOMETER WELCH ALLYN SURE TEMP PLUS 690 W/ WALL MOUNT AND ORAL PROBES			482.34-4		275.00-1	309.96-3	290.70-2	UTI		$512.5384					
		THERMOMETER PROBE COVERS FOR SURE TEMP PLUS 690			0.0438-3		0.035-1	0.037-2	$0.0628	UTI		0.0597-4					
		THERMOMETER WALL MOUNTS ONLY FOR SURE TEMP 690			46.49-4		39.95-1	41.58-2	41.60-3	UTI		$107.2560					
		TINCTURE OF BENZOIN; SWAB AMPULES			0.95425-4	0.2817-1		0.286-2	$1.2940	UTI		0.6462-3					
		TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF 50 PREFERRED) - SEND SAMPLE			0.109-3	0.1229-4		0.08-2	0.0793-1			$0.2900					
		TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK			23.45-3		22.00-1	23.19-2	$24.3500	23.49-4		$76.2433					
		TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE			DNMS		69.00-1	133.34-2	141.61-3	UTI		DNMS					
		TRANSEXAMIC ACID TXA 100MG/ML (VIAL ONLY) NO AMPULE ACCEPTED					3.95-1	4.19-2	11.398-3								

		DESCRIPTION OF PRODUCT	Southern Safety	Stryker	Quadmed	Medline	County Life Assist	Henry Schein	Bound Tree	B&E Medical	Sovereign Medical	Agni	Microbe Solutions	Universal	Sovereign Medical	Lighthouse	
		TRAUMA BAG NAVY (CURAPLEX 020555R)			DNMS				178.12-1	UTI		184.0309-2					
		TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)			0.40166-3	0.4963-4		0.34-1	0.3767-2								
		VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE			0.3414-2		0.3665-4	0.366-3	0.17-1	$0.4400							
		VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. VIALS SINGLE DOSE UNITS.					UTI	1.76-2	1.52-1								
		VETBOND SKIN ADHESIVE (TWM3M1469)					UTI		20.92-1								
		ZOFRAN (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE UNITS 30/BOX					UTI	UTI	0.1507-1								
		ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS						0.45-2	0.314-1								
		DICK MEDICAL BIOTHANE G1 CROSS HARNESS FEMALE STRAP BLACK 51173XBKF			UTI			UTI	40.95-1	UTI							
		DICK MEDICAL BIOTHANE G1 CROSS HARNESS MALE STRAP BLACK 51173XBKM			UTI			UTI	40.95-1	UTI							
		DICK MEDICAL BIOTHANE G1 CROSS HARNESS SHOULDER STRAP BLACK 51174XBKS			UTI			UTI	28.64-1	UTI							
		DICK MEDICAL BIOTHANE G1 WAIST/LEG STRAP BLACK			UTI			UTI	18.80-1	UTI							
		SWAT T TOURNIQUETS			11.14-4		9.20-3	9.06-2	8.63-1	UTI		$47.0880					
LifePak	11160-000011	RAINBOW DCIP PEDI REUSABLESENSOR		570.00-1				639.53-2	DNMS	DNMS		UTI					
LifePak	11160-000013	CARRY CASE TOP POUCH FOR USE W/LIFEPAK 12/LIFEPAK 15		50.09-1	DNMS			65.68-3	59.20-2	UTI		UTI					
LifePak	11160-000015	LIFEPAK 15 CARRY CASE BACK POUCH		71.00-1	103.16-4			93.70-3	85.16-2	UTI		UTI					
LifePak	11160-000017	LIFEPAK 15 BASIC CARRY CASE W/RIGHT & LEFT POUCHES, SHOULDER STRAP (11577-000001) INCLUDED AT NO ADDITIONAL CHARGEWHEN CASE ORDERED WITH A LIFEPAK 15 DEVICE		274.36-1	401.51-4			359.50-3	326.64-2	UTI		UTI					
LifePak	11160-000019	TEMP SENSOR, SKIN PROBE, HIGH DIELECTRIC, DISPOSABLE		5.98-1				7.48-3	6.75-2			UTI					
LifePak	11260-000039	LP15 REDI-CHARGE ADAPTER TRAY						235.22-2	215.00-1			UTI					
LifePak	11577-000002	REDI-CHARGE BASE (POWER CORD NOT INCLUDED)		1851.75-3				1665.77-2	1539.84-1	UTI		UTI					
LifePak	11996-000359	CODE-STAT 11 DATA REVIEW SEAT LICENSE		2655.74-1								UTI					
LifePak	21996-000109	LP 15 LITHIUM-ION BATTERY		402.04-1	547.06-4			503.61-3	460.60-2								
LifePak	80596-000003	M-LNCS DB1 SOFT SENSOR		272.08-4	176.47-2		175.00-1		177.12-3			UTI					
LifePak	11140-000052	CUFF KIT W/WELCH ALLYN SMALL ADULT, LARGE ADULT, THIGH CUFF			UTI				25.7438-1								
LifePak	11141-000115	REUSE-07-2MQ INFANT CUFF 2-TUBE TWIST LOCK						19.02-1	20.49-2			UTI					
LifePak	11600-000030	REUSE-08-2MQ SMALL CHILD CUFF 2-TUBE TWIST LOCK					17.25-1	19.02-2	33.52-3			UTI					
LifePak	21330-001176	CHILD CUFF 2-TUBE TWIST LOCK			DNMS			19.07-1	21.23-2								
LifePak	11171-000065	SIX HOUR RECHARGEABLE SMART BATTERY			DNMS				548.99-1			UTI					
LifePak	11996-000360	TEMPERATURE SENSOR 9FR ESOPHAGEAL/RECTAL		5.93-1				UTI	9.09-2			UTI					
	3615-80150	LAERDAL RED SLEEVE FOR CPR METER 2							38.52-1			UTI					
	3615-80550	LAERDAL RUGGED CARRY CASE FOR CPR METER 2			UTI			UTI	71.25-1			UTI					
	10-58514	MERCURY MEDICAL BVM SMART BAG WITH PEEP AND FILTER 10-58514			25.7333-3		22.00-1	24.24-2	DNMS	UTI							
	1050502	MECURY MEDICAL CHILD CUSHION MASK FOR BVM 1050502			UTI			2.73-1	DNMS	UTI							
	2422-81102	BREATHING CIRCUIT J-CIRCUIT W/WATER TRAP PEDI 15MM FOR HT70 PLUS			DNMS			UTI	11.08-1	UTI		UTI					
	2422-80102	BREATHING CIRCUIT J-CIRCUIT W/O WATER TRAP 22MM FOR HT70 PLUS			10.50-4		9.55-1	10.32-3	10.02-2	UTI		UTI					
	2422-34201	FLOW SENSOR SEN3420A ADULT/PEDI FOR USE WITH NEWPORT HT70 PLUS							43.99-1	UTI		UTI					
		BACTERIAL/VIRAL FILTER MEDTRONIC 351U5979			DNMS				3.10-1	UTI		UTI					
		NEEDLE VISE 1-PORT 1860-00103							0.72-1	UTI		UTI					
		ULTRASOUND GEL 0101 AQUASONIC 100, 20G			DNMS	1.5602-2	2.2917-4	1.10-1	1.96-3	$3.7900		UTI					
	SPHT6004701	PROXY INLINE FILTER SPHT6004701			15.538-3			12.69-2	12.196-1	UTI		UTI					
	12003-000-0012	AP416-01 MICROBORE INFUSION SET 12003-000-0012			6.90-1		9.75-2		10.25-3	UTI		UTI					
	12000-000-0044	AP433-01 INFUSION SET 12000-000-0044			DNMS		7.95-1		9.27-2	UTI							
	05020-110-0213	COMMUNICATION CABLE 05020-110-0213			66.01-2		65.00-1		84.69-3	UTI							
	15077-000-0001	USB TO 4 PORT RS232 ADAPTER 15077-000-0001					160.00-1		197.67-2	UTI							
		SAPPHIRE MULTI THERAPY INFUSION PUMPS			2135.29-3		1550.00-1		2139.29-4	UTI					1850.00-2		
	282157	HAMILTON CAPNOSTAT-5 CO2 SENSOR (90 DEGREE ANGLED)							8.65-1			UTI					
	281719	HAMILTON CO2 MAINSTREAM AIRWAY ADAPTER							7.13-1			UTI					
	10109010BA	MASIMO RD SET ADAPTER KIT BASIC															
	260128	BREATHING CIRCUIT SET, COAXIAL							11.20-1								
	MSP369108	LITHIUM-ION BATTERY (HAMILTON)										UTI					
		LABETALOL 4ML VIAL, 5MG/ML							4.70-1								
		OXYTOCIN 40UNITS/VIAL					4.00-2		3.514-1								

		DESCRIPTION OF PRODUCT	Southern Safety	Stryker	Quadmed	Medline	County Life Assist	Henry Schein	Bound Tree	B&E Medical	Sovereign Medical	Agni	Microbe Solutions	Universal	Sovereign Medical	Lighthouse	
		ETOMIDATE 10ML VIAL 2MG/ML					3.50-2	4.03-3	3.21-1								
		ETOMIDATE 20ML VIAL 2MG/ML					5.00-2	5.74-3	4.145-1								
		GEODON 1ML VIAL 20MG/ML							63.532-1								
		LEVALBUTEROL 3ML VIAL .31ML/3ML						0.585-1	1.5271-2								
		LEVALBUTEROL 3ML VIAL .63MG/3ML					UTI	0.61-1	1.296-2								
		LEVALBUTEROL 3ML VIAL 1.25MG/3ML					UTI	0.63-1	1.5663-2								

Commissioners Court - Regular Session **45.**

Meeting Date: 09/19/2023

Award of RFSQ #21RFSQ2 for Jester Annex Rooftop HVAC Unit (RTU) to Ramirez-Simon Engineering, LLC for Facilities Management

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 #21RFSQ2 providing continuing engineering services for the HVAC Rooftop Unit located at Jester Annex, 1801 E. Old Settlers Blvd, Ste110, Round Rock, TX 78664 to Ramirez-Simon Engineering, LLC, in the amount up to One Hundred Seventeen Thousand, Three Hundred Dollars ($117,300.00) and authorize execution of the agreement. Funding Source is P611.

Background

The consultant is recommended for award on an as-needed basis through RFSQ #21RFSQ2. This firm is being recommended, as Ramirez-Simon Engineering, LLC is most qualified for this particular project and has performed successfully with past projects for Williamson County. The County intends to replace the two (2) failing Rooftop HVAC Units. The funding source is P611 and the point of contact is Daniel Shea.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Services Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:34 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:14 AM
Form Started By: Johnny Grimaldo		Started On: 09/12/2023 11:40 AM
Final Approval Date: 09/14/2023		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Jester Annex Rooftop HVAC Unit (RTU) Replacement** ("Project")

ARCHITECT/ ENGINEER: **Ramirez-Simon Engineering, LLC** ("A/E")
Steven Simon, P.E., Principal
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **replace the (2) failing Rooftop HVAC Units (RTUs)**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, 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 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **One Hundred Seventeen Thousand, Three Hundred Dollars ($ 117,300)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B – Fee Schedule**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Thousand, Two Hundred Dollars ($ 1,200)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E 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.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E 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. A/E 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:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E 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 **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 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 Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Ramirez-Simon Engineering, LLC
Steven Simon, P.E., Principal
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

A/E shall have the right, from time to time, to change A/E'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 A/E under this Agreement, A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Ramirez-Simon Engineering, LLC
1 Chisolm Trail, Suite 450
Round Rock, TX 78681

Attention: Steven Simon
P.E., Principal

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

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E 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 Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E'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 Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services 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

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic 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 Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.
A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. 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 **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. Should this process need to be repeated due to lack of quality assurance coordination between the components of A/E Work Product, County shall deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee for each occurrence until the Basic Services are Accepted. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E’s development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E’s Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a “day” in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County’s Reliance on A/E.

A/E’s duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County,

at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic 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 Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement 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 A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as “A/E Work Products”) prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement 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 A/E’s designs under this Agreement (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 A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E 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 Agreement. Copies may be retained by A/E. A/E 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 A/E or anyone connected with A/E, including agents, employees,

Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, 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 A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E 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 A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E 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 Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic 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

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING,

WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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 A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT 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 COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional 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 A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute

resolution provisions of **Article 31**. A/E 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
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.
A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 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.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured

retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement 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 A/E hereunder.

25.5 Insurance Company Rating.

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.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E 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.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require 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 Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement 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.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1
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.

25.10 Cost of Insurance.
The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement 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.

30.3 Enforcement and Venue.
This Agreement 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 Agreement 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.

30.4 Standard of Performance.
The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E 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, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement 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.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E 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 A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement 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 Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government 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.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement 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 Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, 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 Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement 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 this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated

representations and warranties are made for the purpose of inducing County to enter into this Agreement.

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

A/E:
Ramirez-Simon Engineering, LLC

By: _____
Signature

Steven Simon, PE
Printed Name

Principal
Title

Date Signed: 8/23/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project

Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilco.org/Departments/Facilities-Management/Documents

SCOPE OF WORK:

Williamson County Jester Annex
1801 E Old Settlers Road
Round Rock, TX
P611

Replace existing packaged, multizone rooftop units with a different system type that will simplify operation and maintenance.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Prepare a Design Development level cost estimate in a form acceptable to County.

D. Submit Plans, Specifications, and all other required documentation for Site

Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Conduct and oversee pre-construction meeting.

C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

E. Conduct and oversee bi-weekly progress meetings.

F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

I. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

J. Accompany County on Substantial Completion Inspection with appropriate staff

and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

K. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**117,300**	100%
90%	**Ramirez-Simon** (MEP)	**$**	**105,300**	
10%	**Gessner** (Structural)	**$**	**12,000**	
Phase I - SCHEMATIC DESIGN		**$**	**17,595**	15%
	Ramirez-Simon (MEP)	$	15,795	
	Gessner (Structural)	$	1,800	
Phase II - DESIGN DEVELOPMENT		**$**	**29,325**	25%
	Ramirez-Simon (MEP)	$	26,325	
	Gessner (Structural)	$	3,000	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**46,920**	40%
	Ramirez-Simon (MEP)	$	42,120	
	Gessner (Structural)	$	4,800	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**-**	0%
	Ramirez-Simon (MEP)	$	-	
	Gessner (Structural)	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**5,865**	5%
	Ramirez-Simon (MEP)	$	5,265	
	Gessner (Structural)	$	600	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**15,249**	13%
	Ramirez-Simon (MEP)	$	13,689	
	Gessner (Structural)	$	1,560	
Phase VII - PROJECT CLOSE-OUT		**$**	**2,346**	2%
	Ramirez-Simon (MEP)	$	2,106	
	Gessner (Structural)	$	240	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Ten (610) calendar days** from the date of this Agreement.

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

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**09/12/23**

Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	09/26/23
30% Plans, Specifications and Estimate deliverables	10/23/23
County written authorization to proceed to next phase	10/30/23

Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	11/29/23
County written authorization to proceed to next phase	12/06/23

Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	01/05/24
Complete Plans, Specifications and Estimate deliverables	01/12/24
County written authorization to proceed to next phase	01/19/24

Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	01/26/24

Phase V - BIDDING, AWARD, AND EXECUTION	
County advertises project for Bid	02/02/24
Contract Award	03/05/24

Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	03/12/24

Construction Substantial Completion	03/12/25

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	04/11/25
Agreement Termination Date	**05/14/25**

EXHIBIT D

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 the 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 the 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 the 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 the 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 the 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 the 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 The 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 the 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 The 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 the 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 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 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 the 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 E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. 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 A/E 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.

Ramirez-Simon Engineering, LLC

Signature of Certifying Official

Steven Simon, PE
Printed Name of Certifying Official

Principal
Title of Certifying Official

8/24/2023
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 Steven Simon, PE (Signatory Name) the Principal (Signatory Title) of Ramirez-Simon Engineering LLC (Entity Name), on behalf of said firm.

Cara Flowers Charnvejs
My Commission Expires
9/2/2025
Notary ID
133311272

Cara F. Charnvejs
Notary Public in and for the
State of Texas

My commission expires: 09/02/25

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **46.**

Meeting Date: 09/19/2023

Award of RFP #23RFP96 Landscape Maintenance Services for Williamson County Facilities to Red & White Greenery, Inc. for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP96 Landscape Maintenance Services for Williamson County Facilities to Red & White Greenery, Inc. and authorizing the execution of the agreement.

Background

Williamson County sent out over 2,100 notifications with 46 document takers and received six (6) responses. The vendors were evaluated, and the evaluation team recommends Red & White Greenery, Inc. be awarded the Landscape Maintenance Services for Williamson County Facilities under RFP #23RFP96 with the initial contract term commencing on October 01, 2023 through September 30, 2025, with the option to renew for up to four (4) additional one (1)-year terms. Funding source is 01.0100.0509.004810. Point of Contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Contract

Score Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:40 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:16 AM
Form Started By: Gretchen Glenn		Started On: 09/12/2023 04:01 PM
Final Approval Date: 09/14/2023		

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

September 6, 2023

Williamson County Purchasing Department
Attn: Joy Simonton, Director/Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: 23RFP96 – Landscape Services for Williamson County – Recommendation of Award

The recommendation from the RFP Evaluation Committee is to award the Landscape Maintenance Services for Williamson County contract to Red & White Greenery, Inc. This evaluation is based on company information, relevant experience and qualifications, methodology on carrying out contract, compensation and fees, and references.

Red & White Greenery, Inc is a locally owned and operated company and has been providing services since 1983. Red & White Greenery has extensive experience providing landscape maintenance service to include but not limited to commercial, educational, correctional and detention facilities, and ROWs.

The Facilities Management Department recommends that the Williamson County Commissioners Court award the contract to Red & White Greenery based on the committee's evaluation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

WILLIAMSON COUNTY
SERVICE CONTRACT
(Red & White Greenery Inc.)

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

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Red & White Greenery Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services 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 service includes the work described in **23RFP96 Landscape Maintenance Services for Williamson County Facilities, Attachment A ("Statement of Work") and Attachment B ("Specifications and Schedules")** which is incorporated herein.

Should the County choose to add services in addition to those described in **23RFP96 Attachment A ("Statement of Work") and Attachment B ("Specifications and Schedules"),** 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. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure, if applicable.

II.

Effective Date and Term: This Contract shall be in full force and effect as of October 1, 2023, and shall continue until September 30, 2025 ("Initial Contract Term"). At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to four additional one-year terms, with the terms and conditions remaining the same. The total period of the Contract, including all renewals, will not exceed six (6) years.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **23RFP96 Attachment C ("Price Sheet")**, which is incorporated herein.

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

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

IV.

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

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee

Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

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

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

V.

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

VI.

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

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

VII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

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.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: 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.

XXI.

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

Contract include the following:

A. The County's solicitation documents for 23RFP96 Landscape Maintenance Services for Williamson County;
B. Service Provider's responsive documents for 23RFP96 Landscape Maintenance Services for Williamson County; and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Red & White Greenery Inc.
Name of Service Provider

Authorized Signature

Jason Fuller
Printed Name

Date: September 12, 2023

Williamson County 23RFP96 - Landscape Maintenance Services

Evaluation Date: Wednesday, August 23, 2023 @ 9:00 am

Evaluation Criteria	Max Points	BrightView	Cutrite	InCircle Mgmt	Keller	McLemore	Red & White Greenery
Company Information	**5**	0.0	0.0	0.0	5.0	5.0	5.0
Relevant Experience & Qualifications - Attchment E	**30**	26.7	10.0	11.7	23.3	8.3	30.0
Proposed Methodology	**20**	18.0	0.0	5.0	15.0	15.0	18.0
Compensation and Fees - Attchment C	**40**	40.0	12.0	25.0	26.0	29.0	34.0
References - Attachment D	**5**	5.0	0.0	3.0	0.0	1.0	5.0
Mandatory Meeting	**P/F**	P	P	P	P	P	P
Litigation History	**P/F**	P	P	P	P	P	P
Total	**100**	**89.7**	**22.0**	**44.7**	**69.3**	**58.3**	**92.0**

Pricing

Extras

Company	Class A	Class B	Class C	Courthouse	Shredding	Gun Range	ROW	Total	40 Pts Available	Irrigation Repair $/Hr. *	Maintenance Cost ($/sq ft) (minimum site charge)	Pre-emergent Cost ($/sq ft)	Fertilization Cost ($/sq ft)	Turf Aeration Cost ($/sq ft)	Mulching Cost Installed price $/cu ft.	Shredding Cost ($/acre) (min site charge)
BrightView Price Sheet 1	$ 398,327.80	$ 46,252.12	$ 10,194.24	$ 30,547.44	$ 32,441.32	$ 68,995.08	$ 33,067.56	$ 619,825.56	40	$ 75.00	$ 0.08	$ 0.008	$ 0.012	$ 0.007	$ 4.00	$ 174.00
~~BrightView Price Sheet 2~~	~~$ 316,726.84~~	~~$ 35,583.28~~	~~$ 10,194.24~~	~~$ 30,547.44~~	~~$ 32,441.32~~	~~$ 55,375.08~~	~~$ 33,067.56~~	~~$ 513,935.76~~		($50 minimum)						($500 minimum)
Cutrite	$ 1,348,266.00	$ 168,000.00	$ 41,100.00	$ 53,195.00	$ 211,700.00	$ 226,000.00	$ 96,600.00	$ 2,144,861.00	12	$125.00	$165.00	$ 0.02	$ 0.02	$ 0.02	$ 8.00	$250.00
InCircle	$ 640,935.80	$ 44,109.00	$ 13,497.60	$ 22,578.00	$ 55,536.00	$ 129,125.40	$ 99,230.40	$ 1,005,012.20	25	$ 76.00	$ 0.01	$ 0.03	$ 0.03	$ 0.01	$ 1.00	$180.00
Keller	$ 676,550.85	$ 34,974.88	$ 17,918.04	$ 19,155.07	$ 67,777.64	$ 81,341.57	$ 38,771.28	$ 936,489.32	26	$ 95.00	$ 0.13	$0.00146	$0.0031	$ 0.10	$ 3.16	$136.28
McLemore	$ 685,393.81	$ 44,123.12	$ 14,091.24	$ 14,274.12	$ 18,600.00	$ 38,400.00	$ 28,200.00	$ 843,082.29	29	75/HR	$30 /hr	$65/acre	$100/acre	$25/acre	$3.75/cu ft	$25/acre
Red&White Greenery	$ 457,253.00	$ 68,405.00	$ 16,080.00	$ 43,522.75	$ 22,440.00	$ 67,200.00	$ 53,520.00	$ 728,420.75	34	$ 95.00	$ 40.00	$ 0.01	$ 0.01	$ 0.01	$ 2.92	$250.00

Commissioners Court - Regular Session **47.**

Meeting Date: 09/19/2023

Receive the September 2023 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the September 2023 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

September 2023 PowerPoint Presentation

September 2023 Construction Summary Report

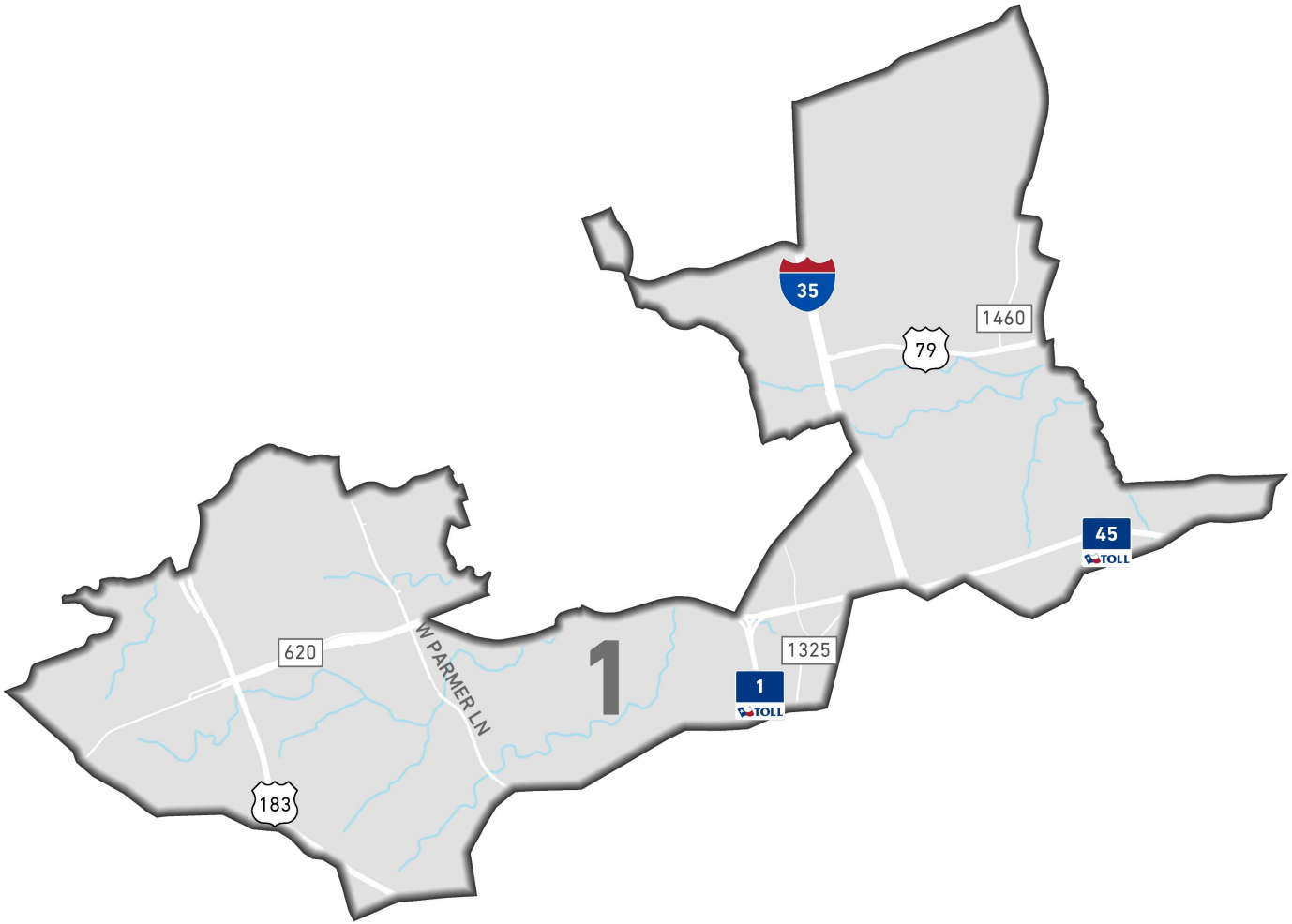
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:51 AM
Form Started By: Marie Walters		Started On: 09/14/2023 10:44 AM
Final Approval Date: 09/14/2023		

Williamson County Commissioners Court

Road Bond Program
September 19, 2023

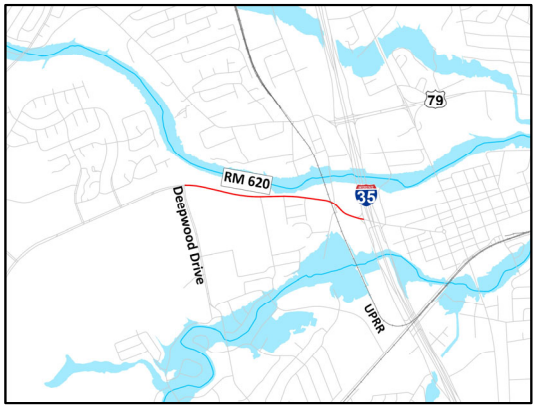
Precinct 1



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

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)

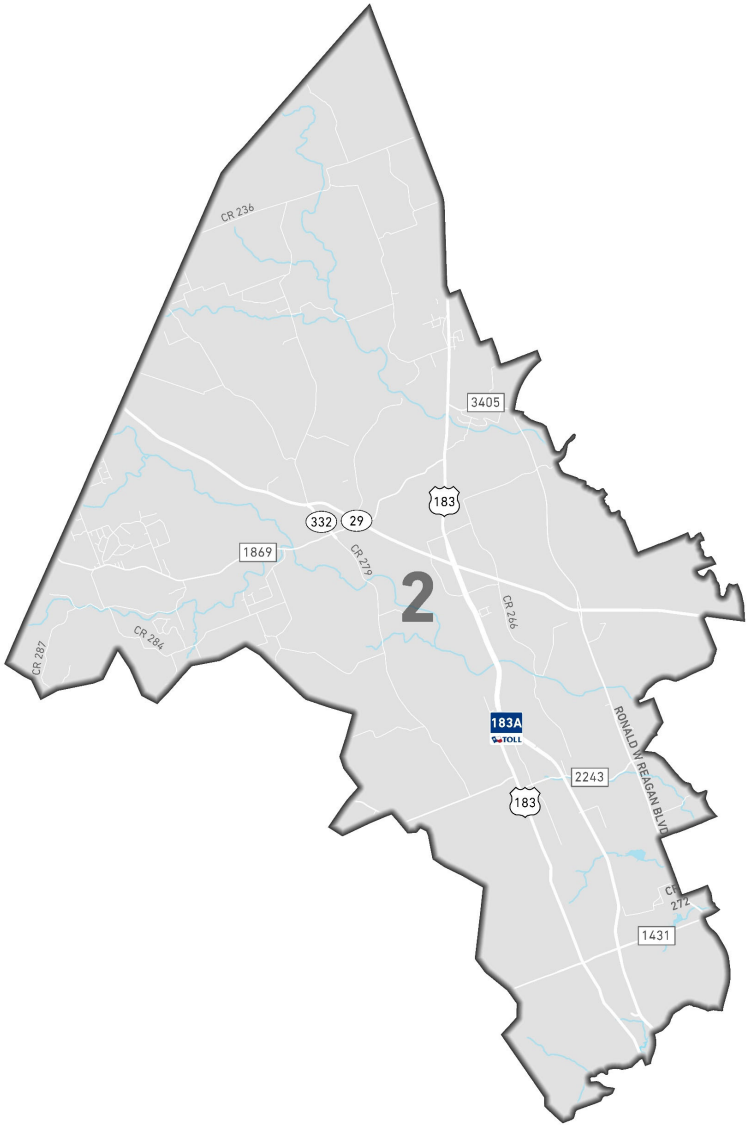


WILCO
TEXAS

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

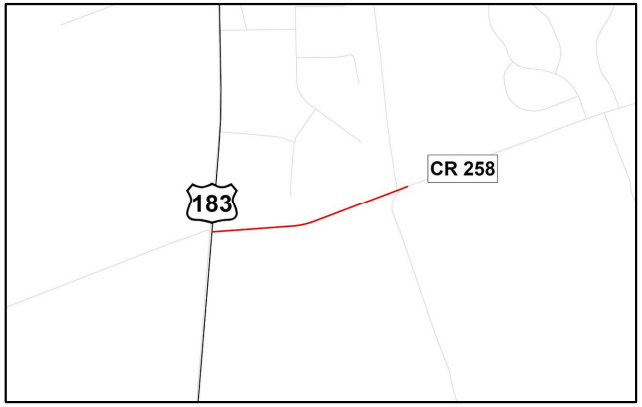


Precinct 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 266
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
1431

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 = $4,919,559.89 (80%)

CR 258 Extension



WILCO TEXAS

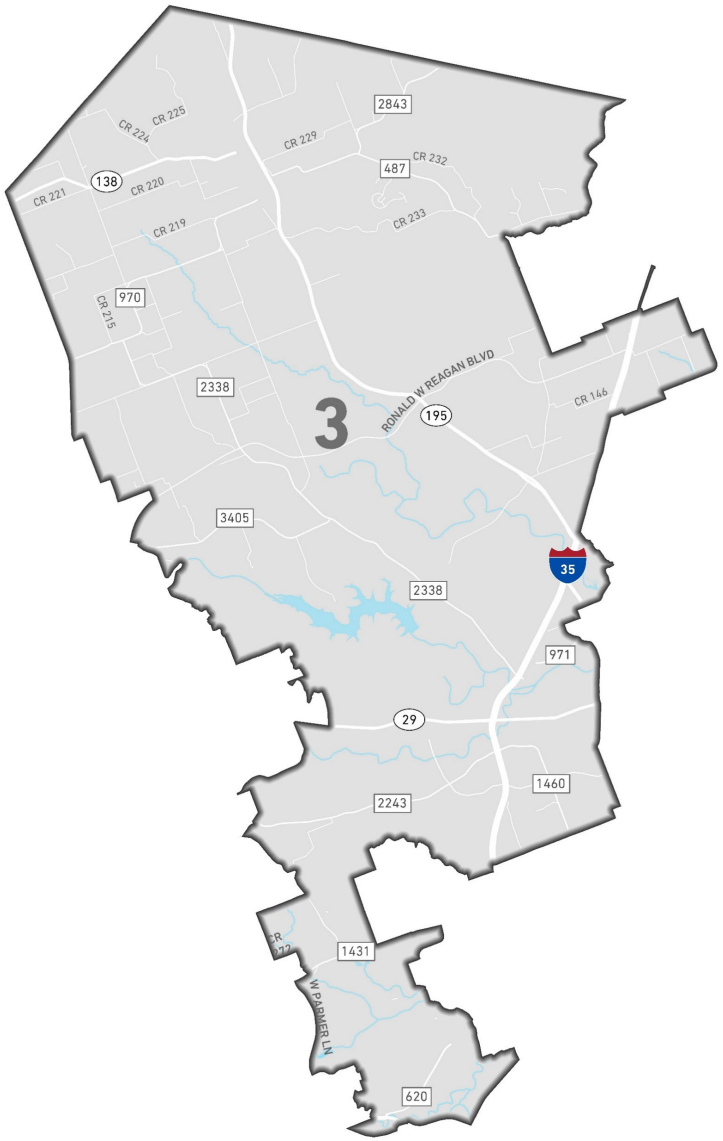
CR 258 Extension



CR 258 Extension

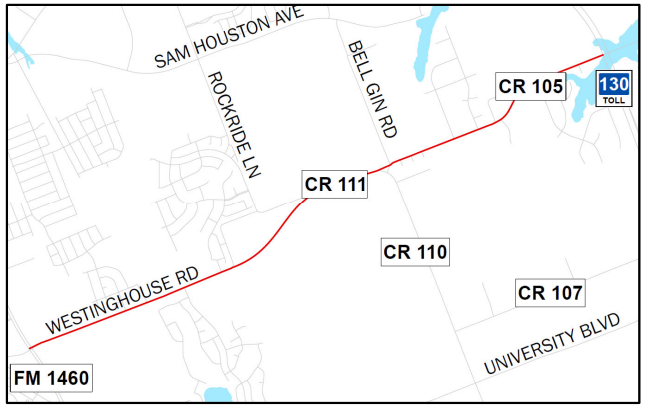


Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PALMER LN
620

CR 111 Westinghouse Road

Anticipated Completion
Spring 2024



Original Contract Price = $21,024,332.88
Total Change Orders to Date = $1,220,648.92
Adjusted Contract Price = $22,244,981.80
Expenditures to Date = $16,323,984.10 (73%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road



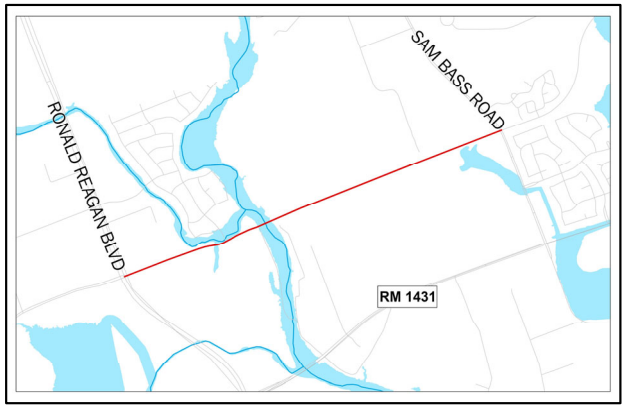
CR 111 Westinghouse Road



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

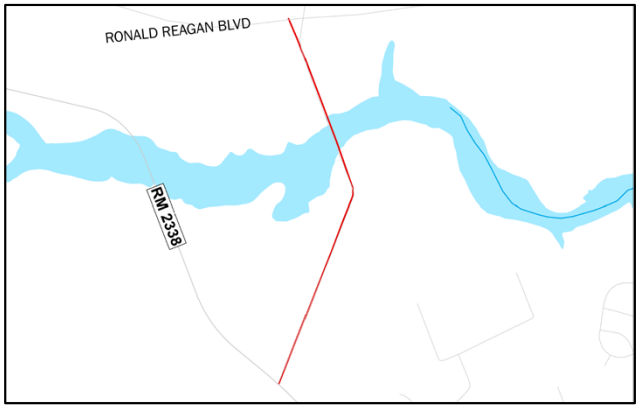


New Hope Drive Phase 2A



CR 245 Reconstruction

Anticipated Completion
Spring 2024



Original Contract Price = $6,969,195.21
Total Change Orders to Date = $20,980.10
Adjusted Contract Price = $ 6,990,175.31
Expenditures to Date = $4,383,465.37 (63%)

CR 245 Reconstruction



CR 245 Reconstruction



CR 245 Reconstruction

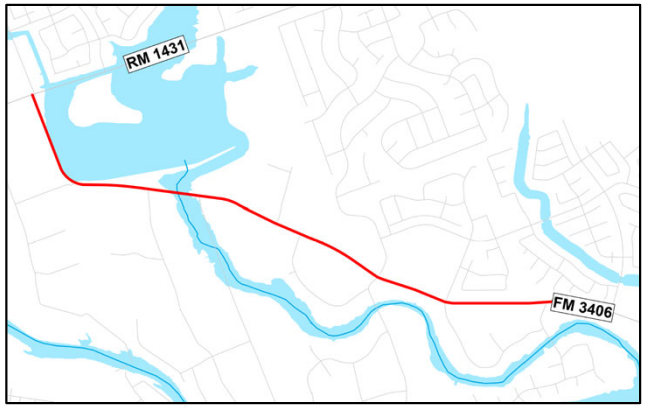


WILCO TEXAS

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 = -$2,388,828.12

Adjusted Contract Price = $33,757,130.88

Expenditures to Date = $2,911,977.45 (9%)

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



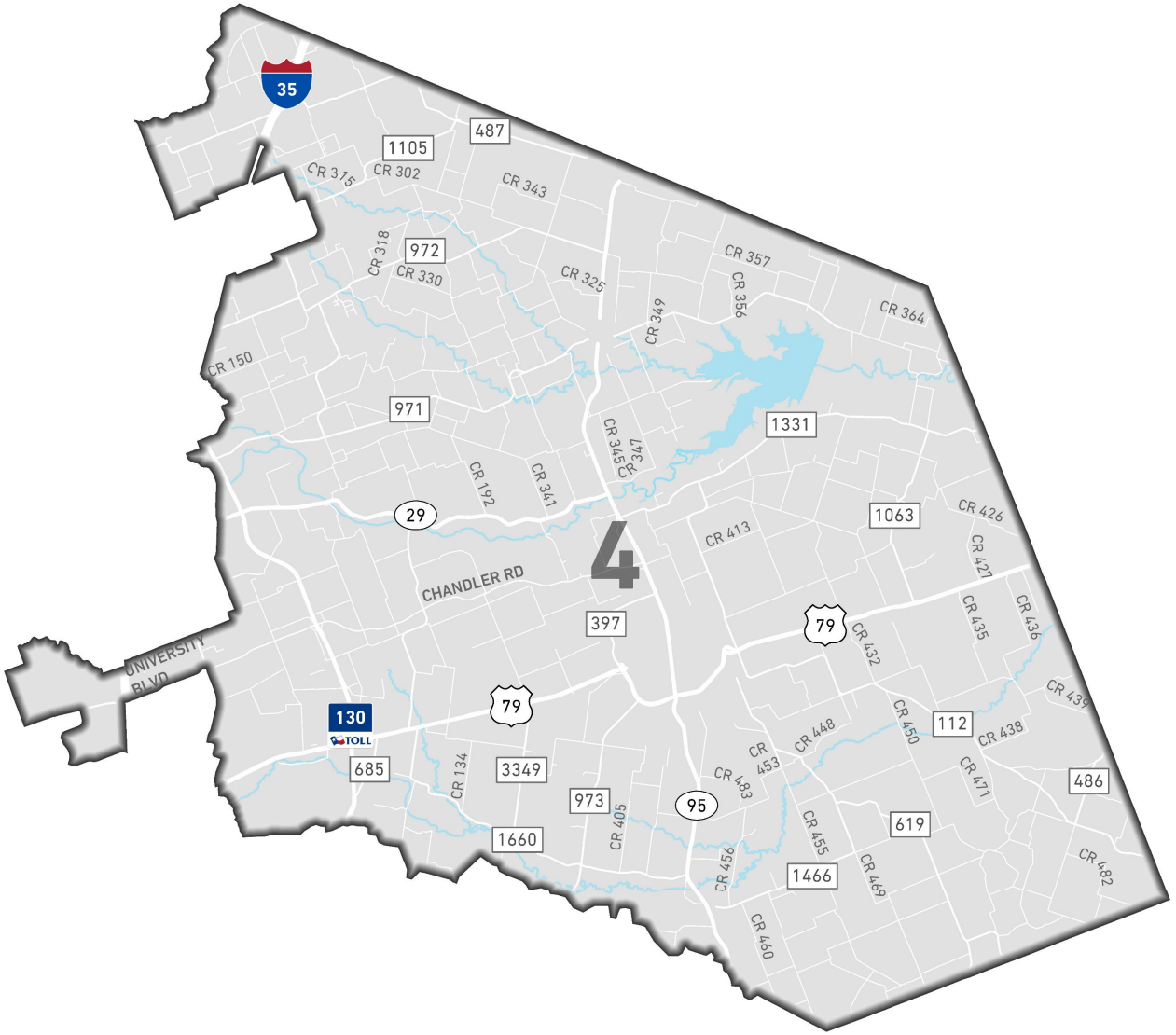
Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)



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



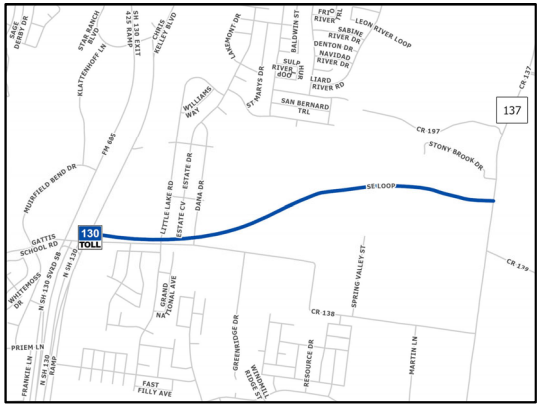
Precinct 4


4
35
1105
487
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
CR 483
685
CR 134
3349
973
95
CR 471
486
CR 405
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

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

Anticipated Completion

Fall 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 = $11,209,972.26 (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)

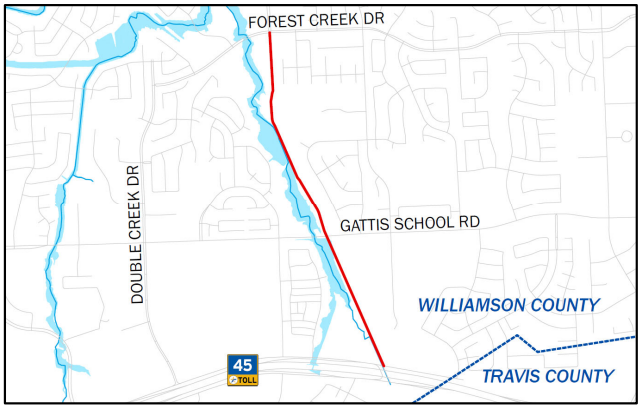


WILCO TEXAS

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

Anticipated Completion

Late 2023



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

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



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



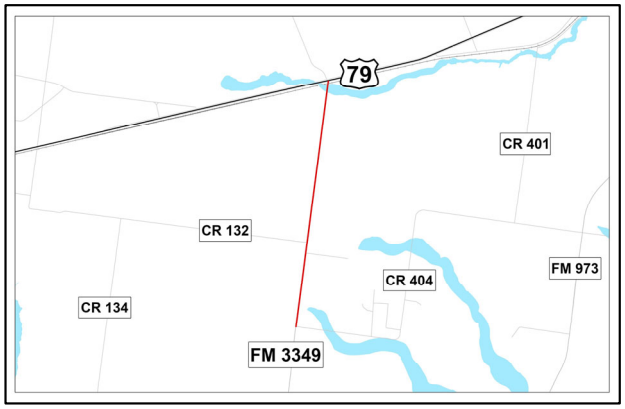
Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)



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 = $730,165.02

Adjusted Contract Price = $ 82,671,203.15

Expenditures to Date = $22,548,068.88 (27%)

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 = $6,796,891.76 (38%)

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



WILCO TEXAS

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



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



Bud Stockton Extension
(CR 305 to FM 487)

Substantially Complete

August 2023



Original Contract Amount = $5,917,275.00

Total Change Orders = $132,940.59

Adjusted Contract Price = $ 6,050,215.59

Expenditures to Date = $5,585,754.01 (92%)

Bud Stockton Extension
(CR 305 to FM 487)



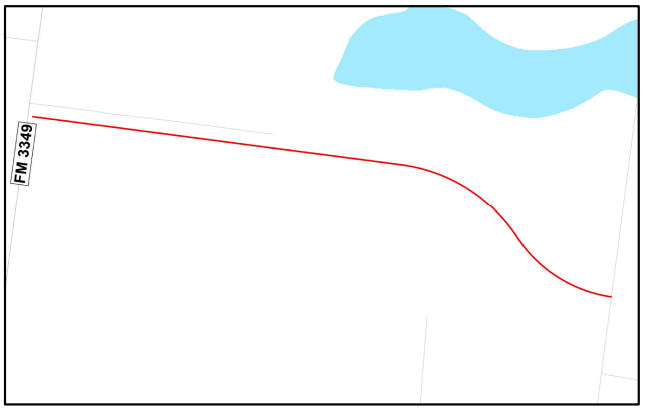
Bud Stockton Extension
(CR 305 to FM 487)



Samsung Highway (CR 404 Realignment)
(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 = $3,074,469.55 (60%)

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



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



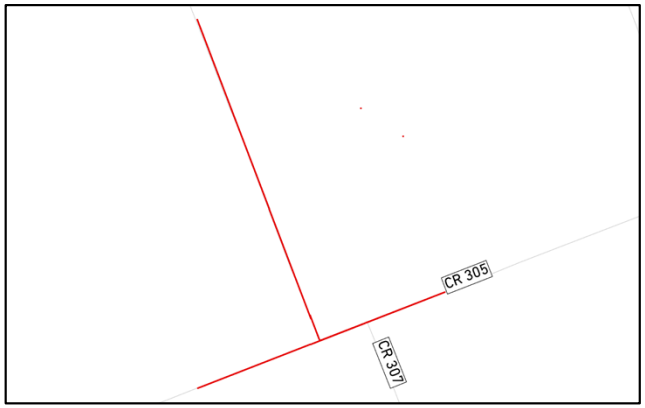
Samsung Highway (CR 404 Realignment)
(FM 3349 to CR 404)



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 = $1,183,020.00 (42%)

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

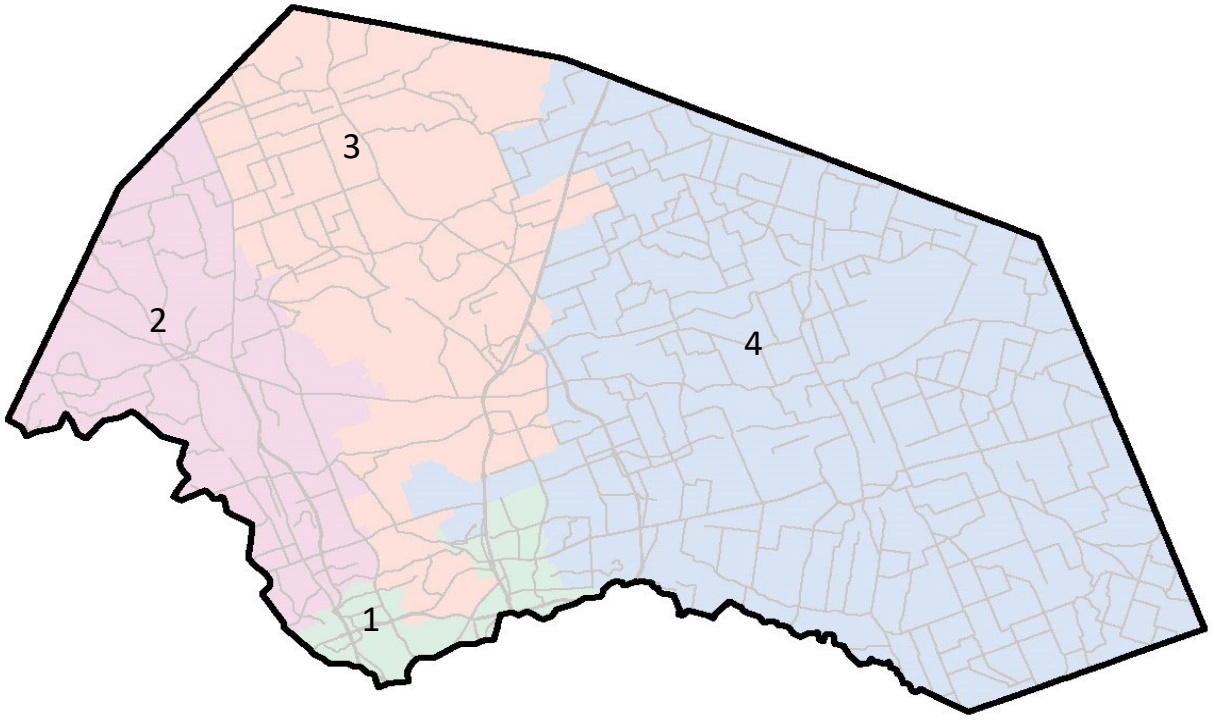
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

August 2023

WWW.WILCOTX.GOV

Volume XXIII - Issue No.8



Presented By: HNTB

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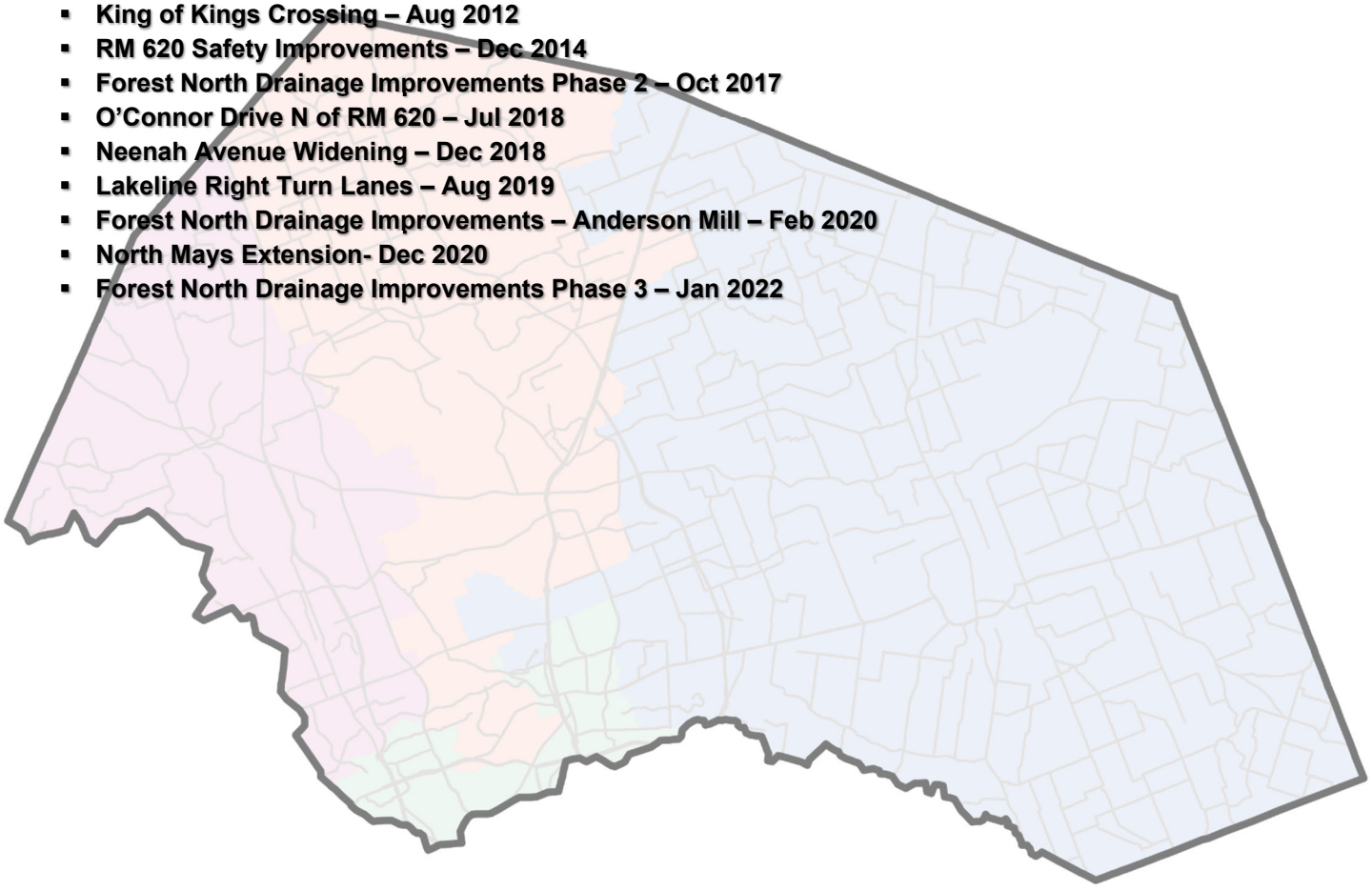
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 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**



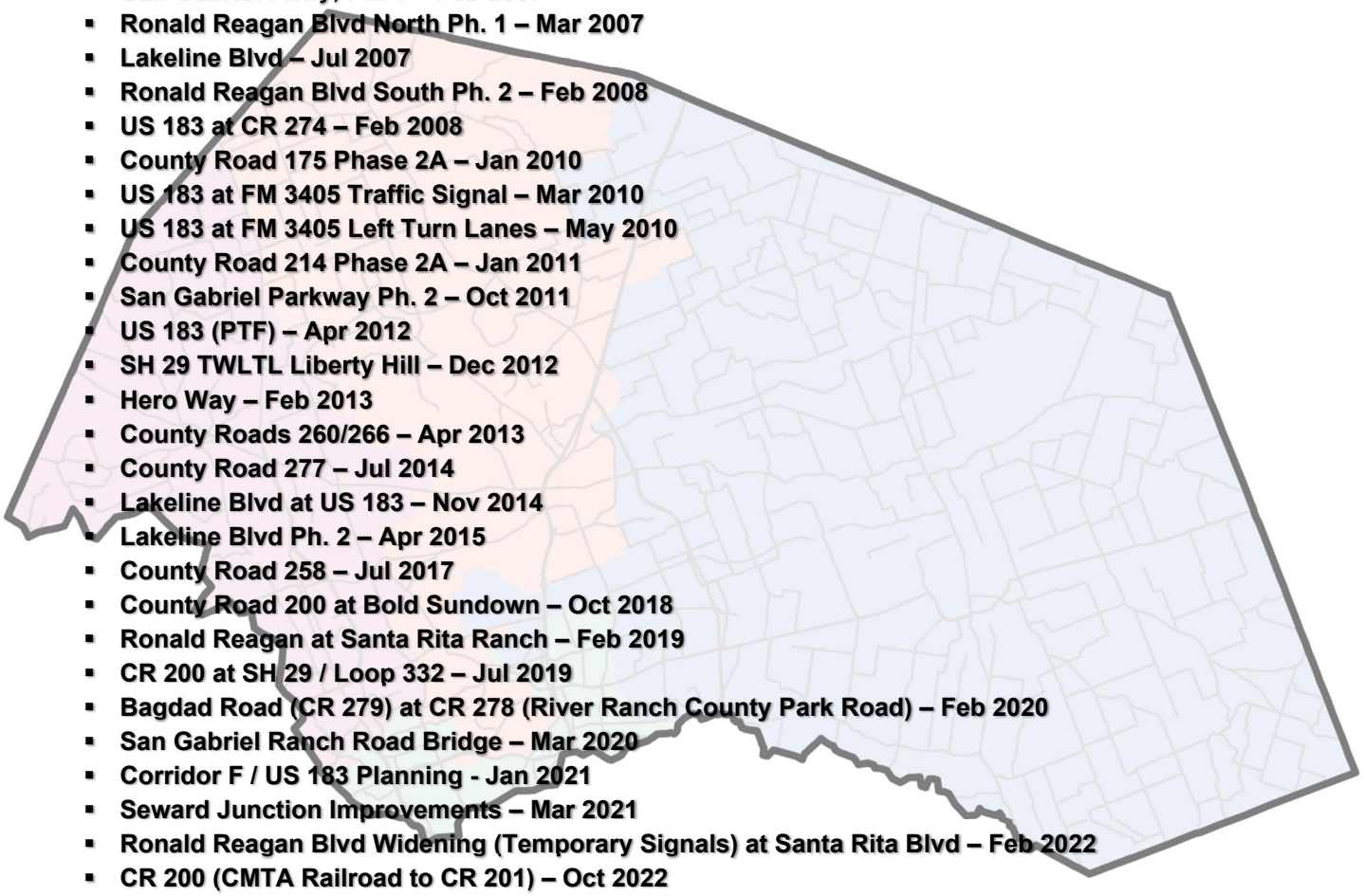
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 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**



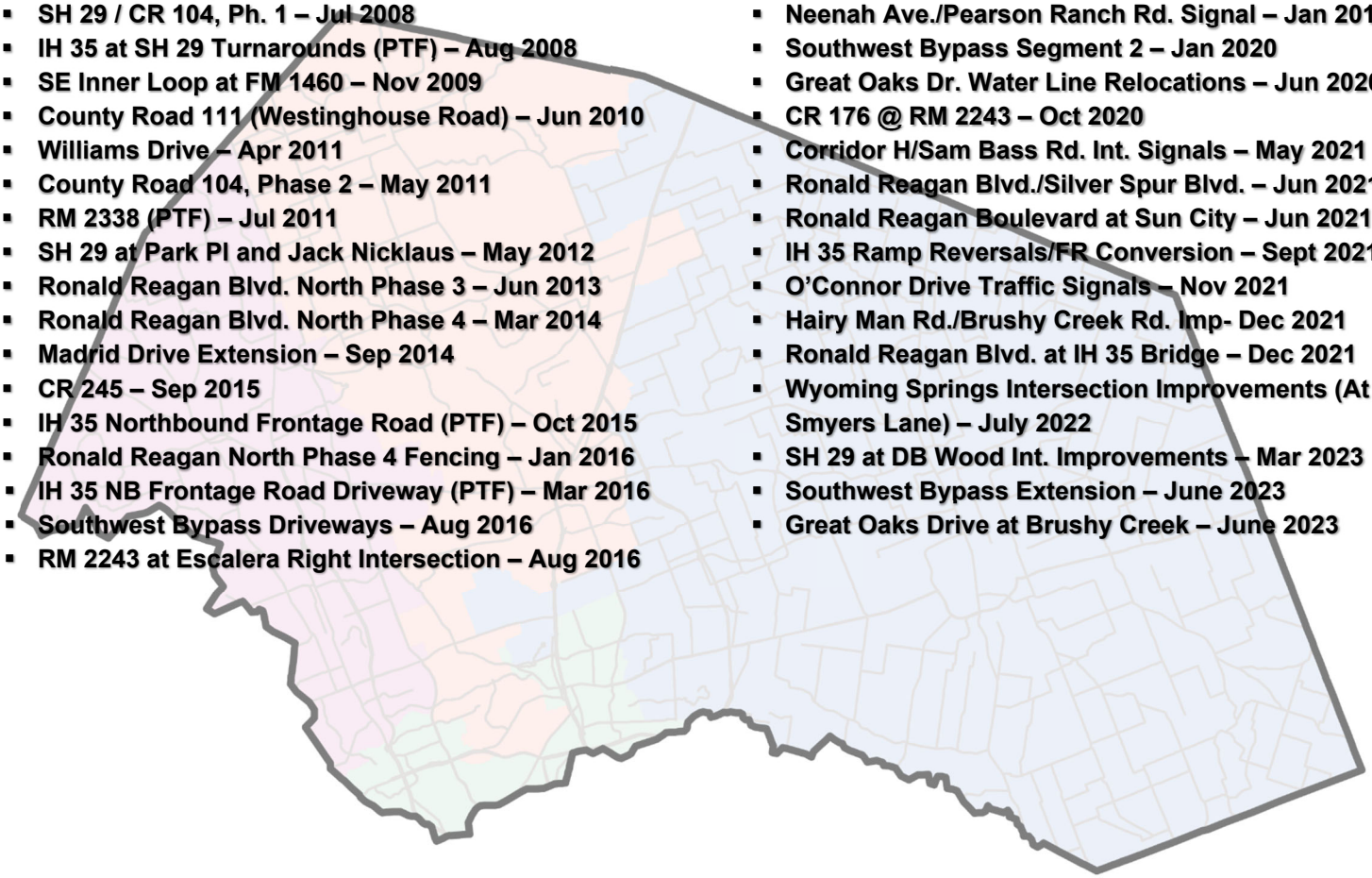
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 3

- 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



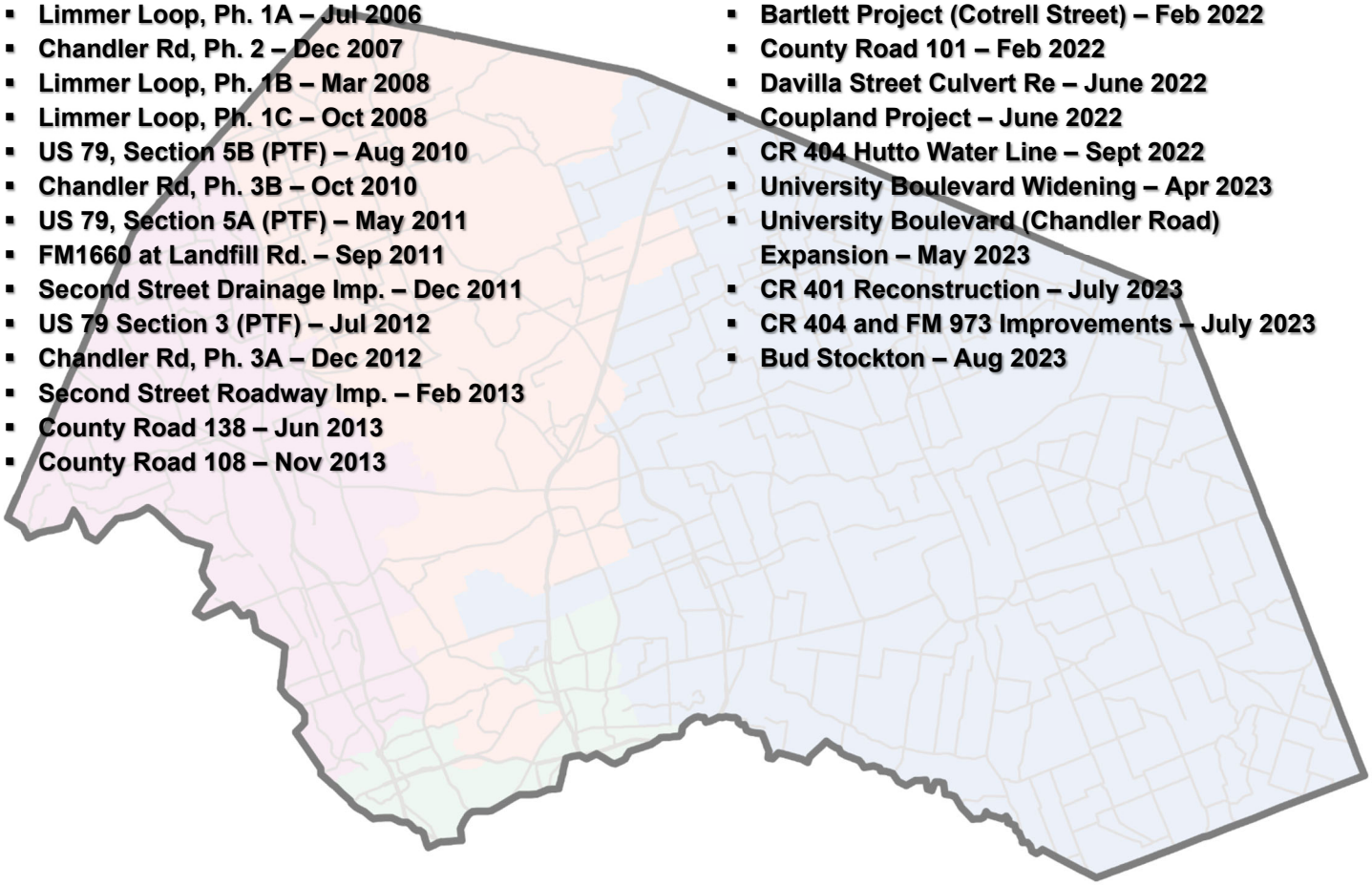
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

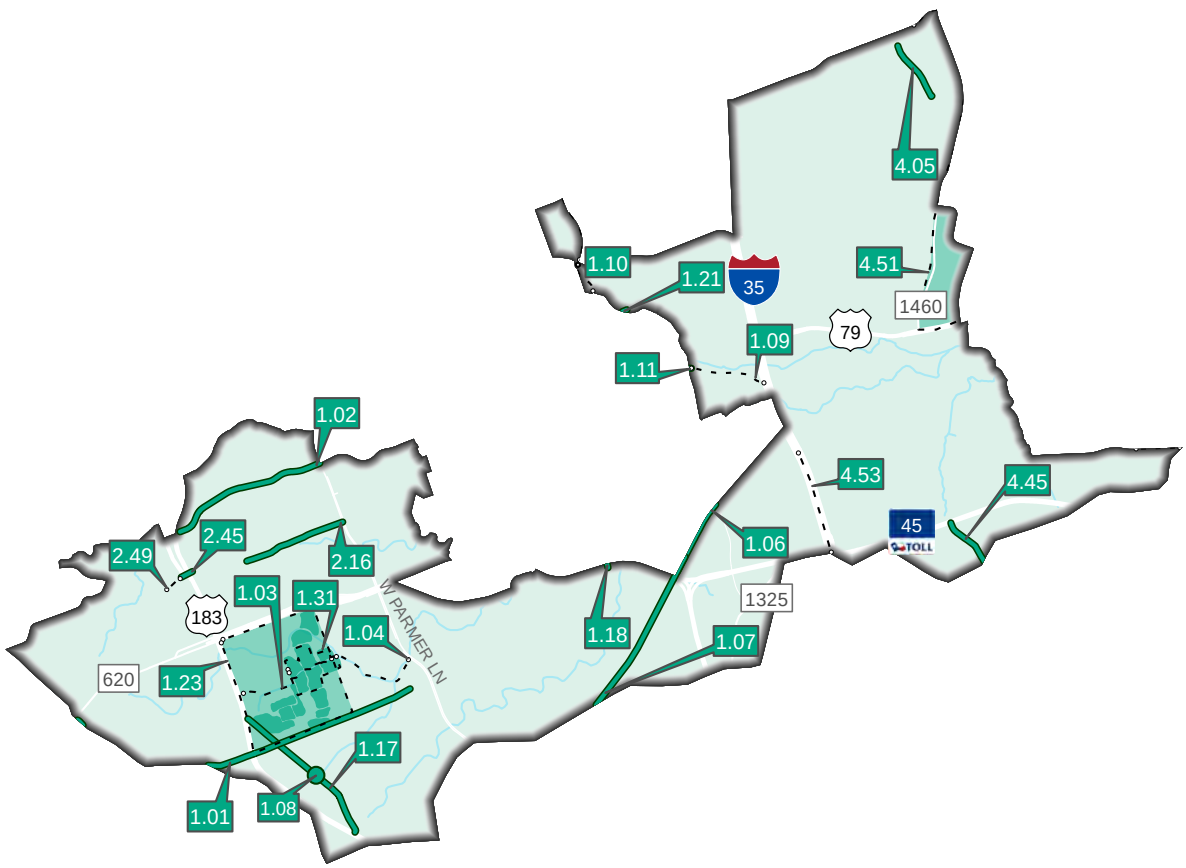
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2023

Precinct 4

- **Bridge RPLs (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 RPL – 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 Imp. – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Imp. – 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– Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **CR 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 Re – June 2022**
- **Coupland Project – June 2022**
- **CR 404 Hutto Water Line – Sept 2022**
- **University Boulevard Widening – Apr 2023**
- **University Boulevard (Chandler Road) Expansion – May 2023**
- **CR 401 Reconstruction – July 2023**
- **CR 404 and FM 973 Improvements – July 2023**
- **Bud Stockton – Aug 2023**



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



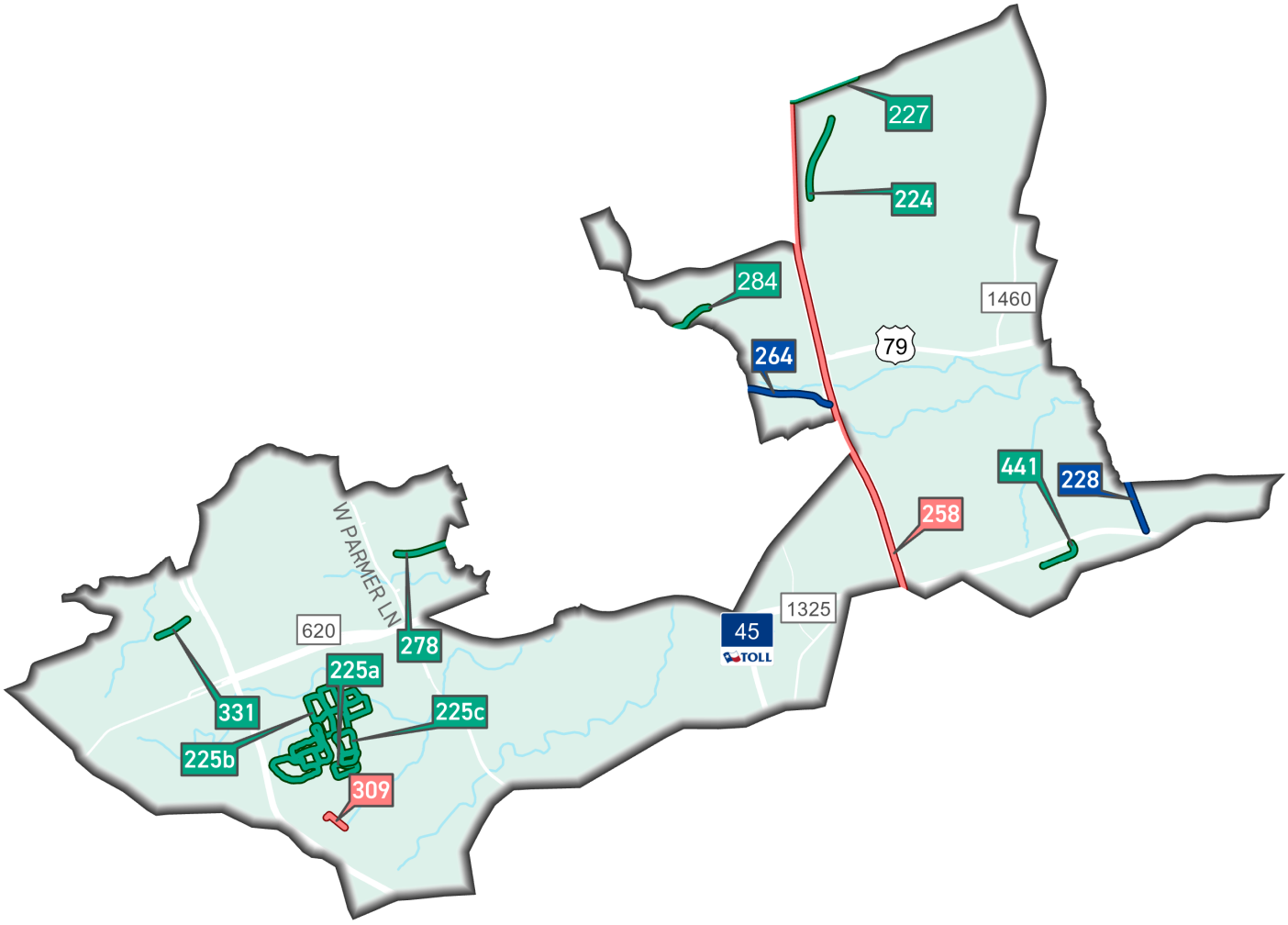
Completed/Open to Traffc

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

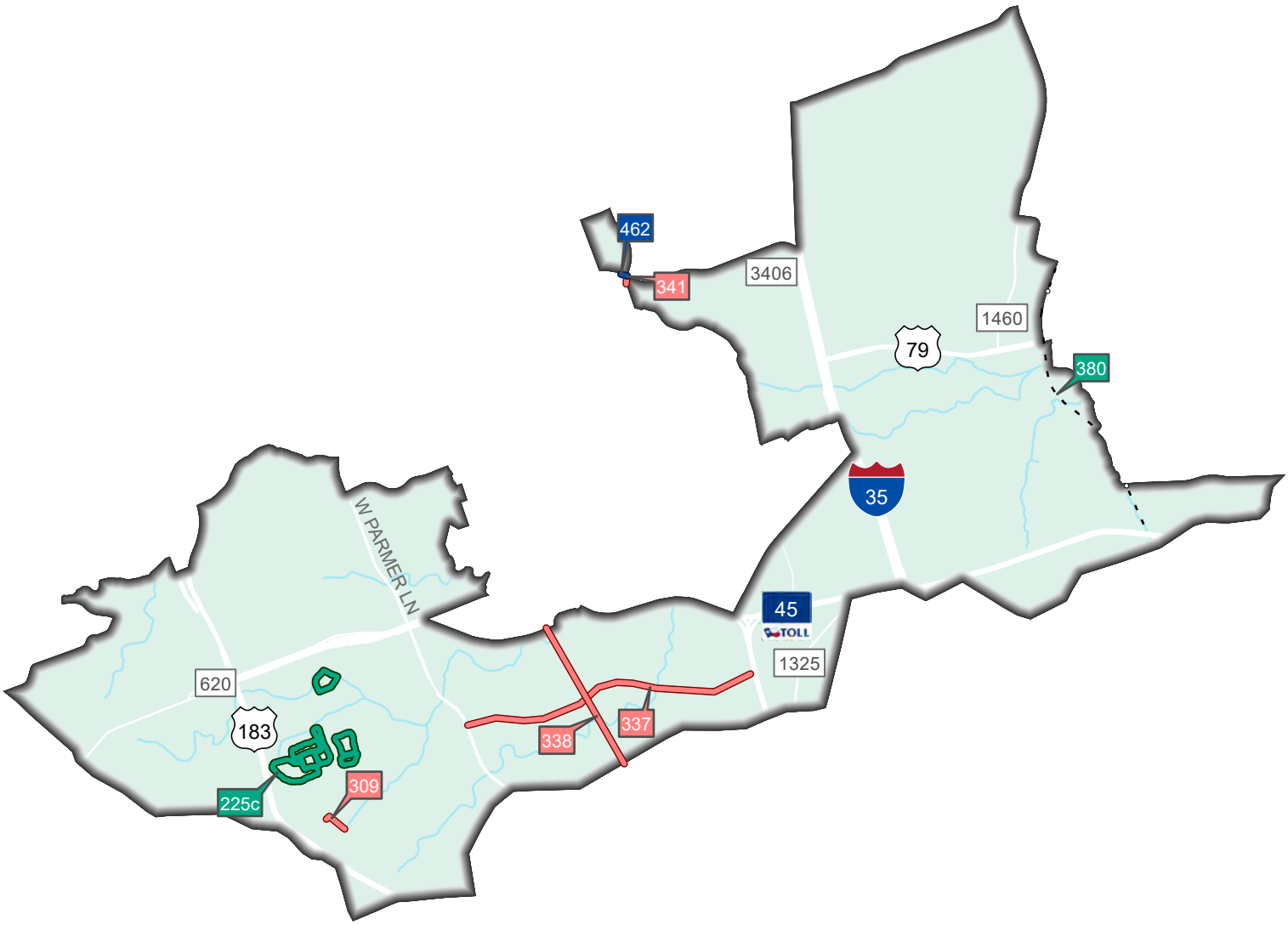
Under Construction/Bidding

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)

Study

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265 Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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

8/31/2023 Comments - Scheduling a meeting with the City of Round Rock to conduct the final walk through.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

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

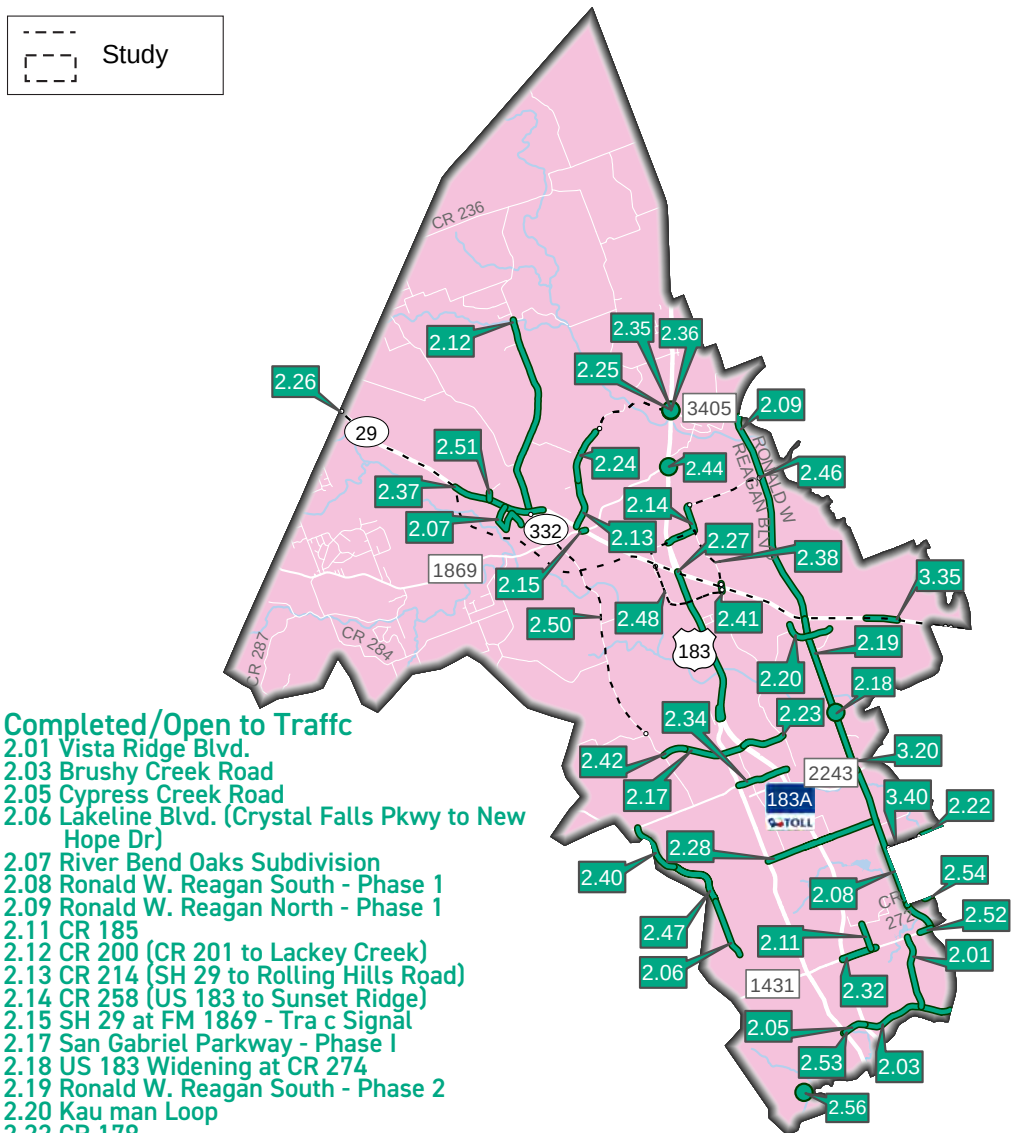
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
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

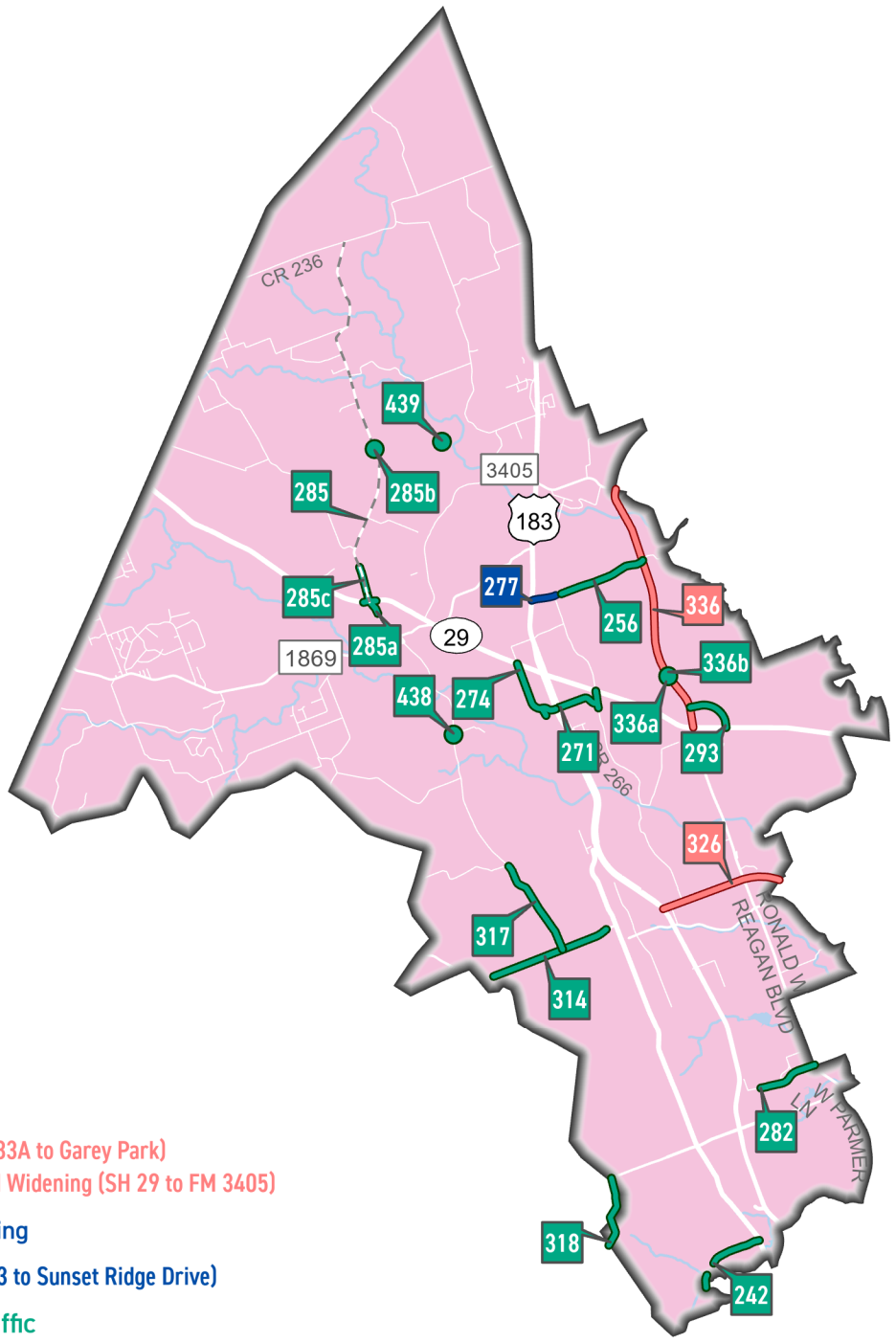
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffc
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Tra c Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Tra c Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

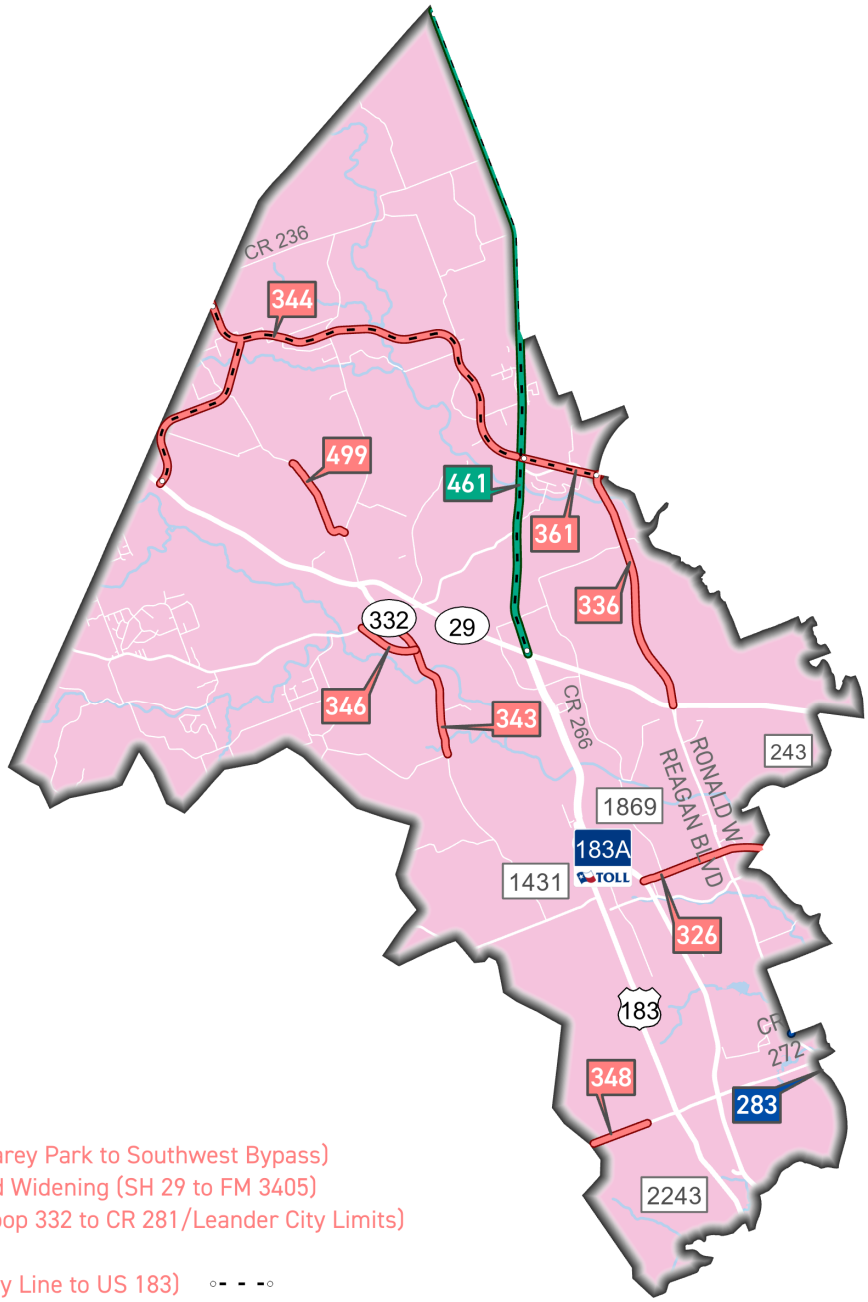
277 CR 258 Extension (US 183 to Sunset Ridge Drive)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
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
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits) to Sam Bass Road)
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)

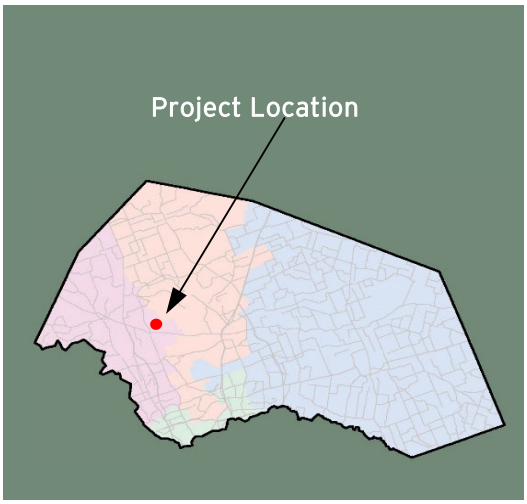
Under Construction/Bidding

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 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



AUGUST 2023 IN REVIEW

8/4/2023: Joe Bland Construction (JBC) continued to grade ditches and spread topsoil at various locations. The concrete crew formed and poured concrete riprap at various locations.

8/11/2023: JBC continued to grade ditches, clean and spread topsoil, and grade slopes in various locations. JBC formed and poured concrete riprap at various locations. The contractor removed the temporary road closure used to rebuild the east end of the project. Subcontractor BMP began drill seeding and hydro-mulching the completed topsoil areas.

8/18/2023: Subcontractor BMP began drill seeding and hydro-mulching the completed topsoil areas at Sunset Ridge.

8/25/2023: Subcontractor BMP continued drill seeding, hydro-mulching and placing soil retention blankets in the completed topsoil areas throughout the project.



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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022				395	-60	335

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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	16
3	2/1/2023	2/28/2023	28	$463,314.38	$1,047,469.78	$51,479.37	$116,385.53	19	25
4	3/1/2023	3/31/2023	31	$354,614.85	$1,402,084.63	$39,401.65	$155,787.18	25	34
5	4/1/2023	4/30/2023	30	$455,839.20	$1,857,923.83	$50,648.80	$206,435.98	34	43
6	5/1/2023	5/31/2023	31	$1,166,374.04	$3,024,297.87	$129,597.12	$336,033.10	55	52
7	6/1/2023	6/30/2023	30	$1,003,480.88	$1,003,480.88	-$124,044.74	$211,988.36	69	61
8	7/1/2023	7/31/2023	31	$614,801.35	$1,618,282.23	$32,357.96	$244,346.32	80	70
9	8/1/2023	8/31/2023	31	$31,001.80	$1,649,284.03	$1,631.67	$245,977.99	80	80

8/31/2023 Comments- Contractor continued roadway excavation, embankment, pouring concrete headwalls, hydro-mulching, placing concrete rip rap, placing ribbon curb and began asphalt paving.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/7/2023	2/28/2023	4/7/2023	4/17/2023	7/6/2023			135		135

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
4	7/1/2023	7/31/2023	6	$12,277.51	$193,497.33	-$5,588.96	$3,948.93	81	60

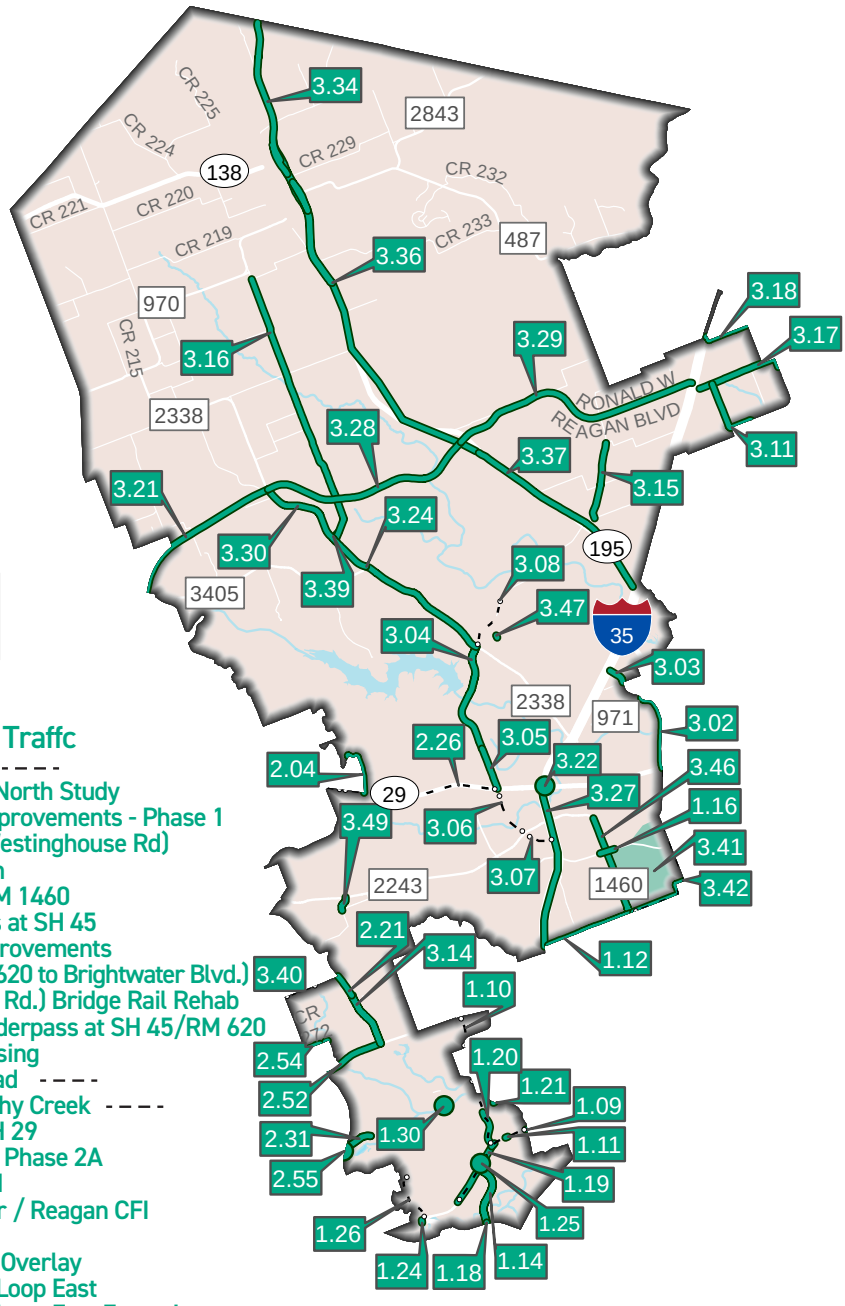
8/31/2023 Comments - Contractor is waiting for delivery of the permanent signal controller.

Change Order Number	Approved	Cost This CO	Total COs
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



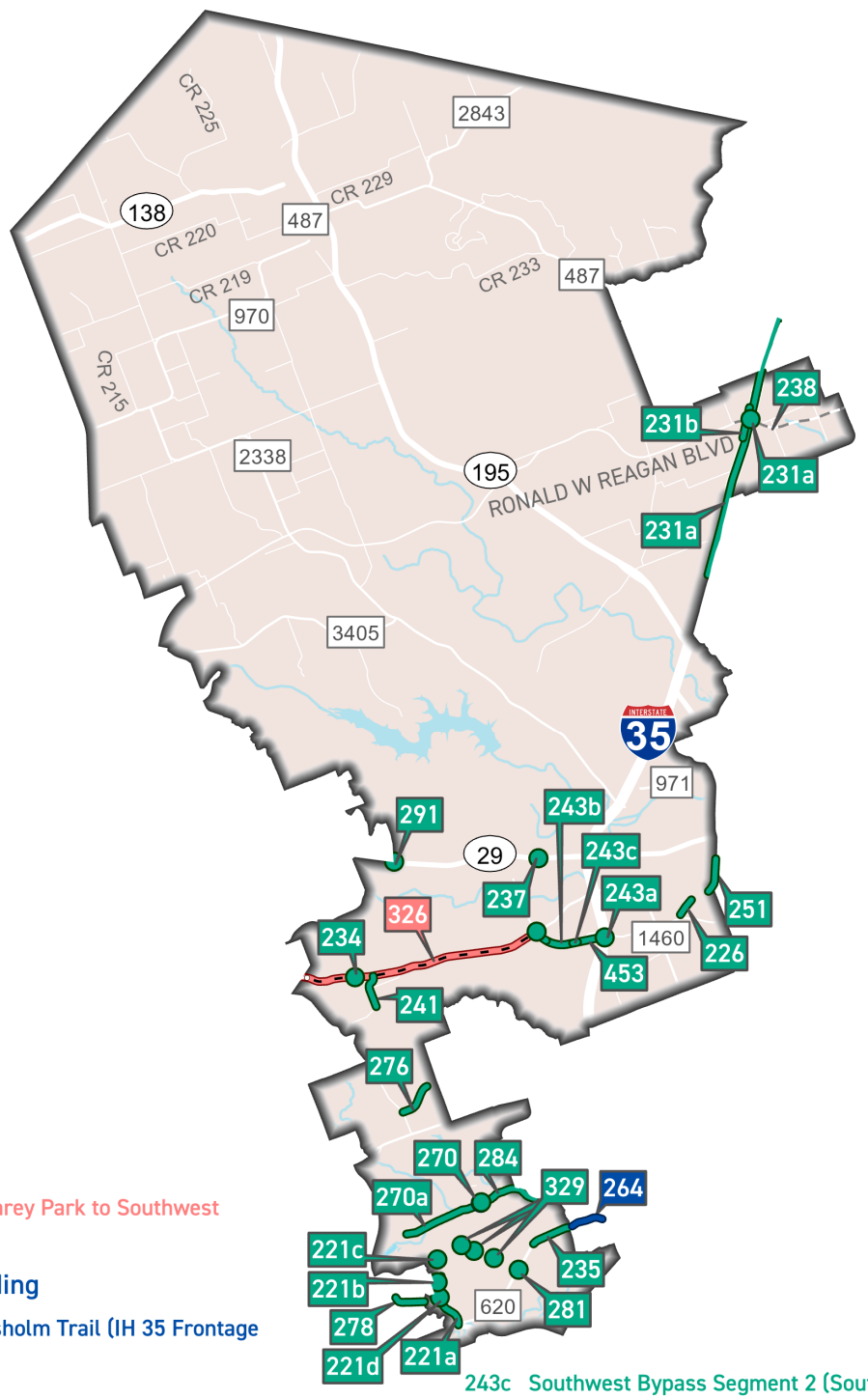
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Under Construction/Bidding

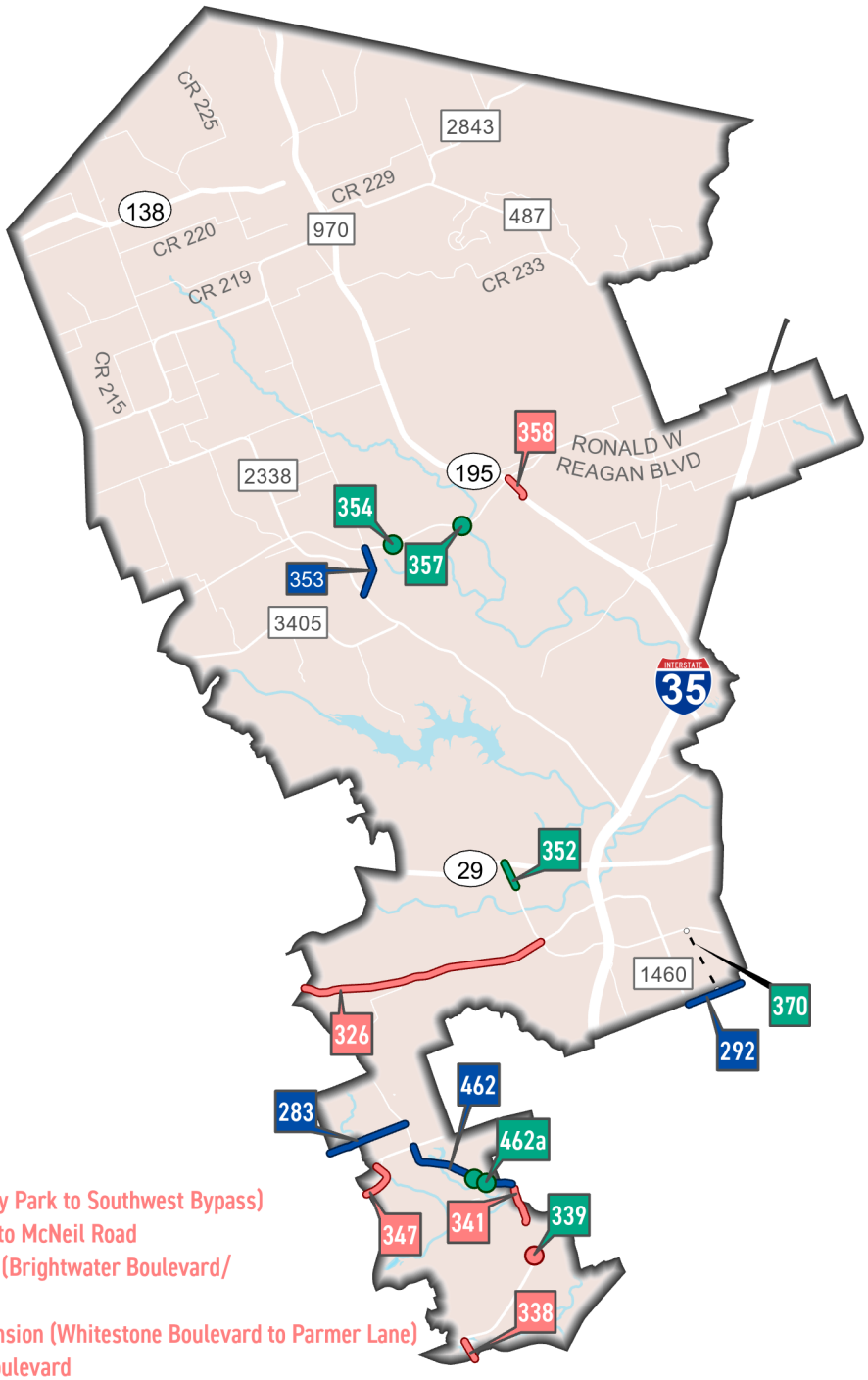
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
23	7/1/2023	7/31/2023	12	$518,248.40	$9,901,113.31	$27,276.23	$27,276.23	96	114
24	8/1/2023	8/31/2023	0	$85,268.20	$9,986,381.51	$4,487.80	$4,487.80	97	114

8/31/2023 Comments - Contractor installed rail mounted signs, sprayed hydro-mulch and continued miscellaneous punchlist items.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
06	7/11/2023	65,607.52	237,908.82

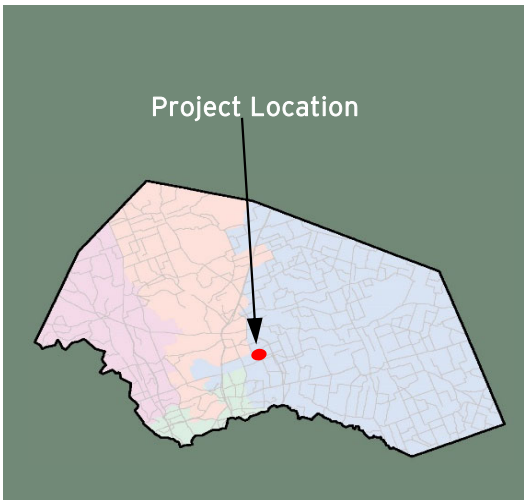
2G. Miscellaneous difference in site conditions. Unadjusted utility (unforeseeable). This Change Order adds an item to pay for the redesigned Panel 7 at Wall 1A due to BCMUD water line elevations differing from that shown in the plans. This Change Order also adds an item to pay for the reinforcing steel 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.

Change Order Number	Approved	Cost This CO	Total COs
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



AUGUST 2023 IN REVIEW

8/4/2023: Capital Excavation excavated and placed 12-inch stone riprap at various culvert outfalls from Willow Lane to Jacobs Way. Contractor placed concrete for dissipaters at culvert outfalls from Bell Meadows to Jacob's Way. Contractor excavated, placed flexible base, and added 24-inch concrete pipe at multiple driveway extensions from Bell Meadows to Heather Lane.

8/11/2023: Capital Excavation excavated and placed concrete rip rap in ditches adjacent to Culvert 9 and near Jacobs Way. The contractor placed 4x3 box culverts and began excavating and placing the water line at Driveway 1.

8/18/2023: Capital Excavation installed a 36-inch concrete pipe east of FM 1460. Subcontractor ESSI drill seeded and placed soil retention blankets in the ditch line from the CR 105 Spur to the east.

8/25/2023: Capital Excavation placed topsoil at FM 1460. Subcontractor Texas Materials placed prime coat, chip seal, and hot mix asphalt at various side streets and crossovers, east of Bell Gin Road. The contractor placed concrete for safety end treatments at the east end of the project.



Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022				700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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	51	48
12	1/1/2023	1/31/2023	31	$620,120.59	$11,495,766.95	$32,637.93	$605,040.37	54	52
13	2/1/2023	2/28/2023	28	$846,149.01	$12,341,915.96	$44,534.15	$649,574.52	58	56
14	3/1/2023	3/31/2023	31	$639,962.65	$12,981,878.61	$33,682.25	$683,256.77	61	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
18	7/1/2023	7/31/2023	31	$555,320.94	$15,507,784.90	$29,227.41	$816,199.20	73	78

8/31/2023 Comments - Traffic was switched to the new section of CR 105, from the CR 105 Spur to the east. The contractor continued placing flexible base, placing curb and gutter, placing safety end treatments, placing stone rip rap and soil retention blankets.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
03	7/142022	$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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
11	8/22/2023	81,433.12	$ 1,220,648.92

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

Adjusted Price = $22,244,981.80

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = $4,288,543.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022				239	37	276

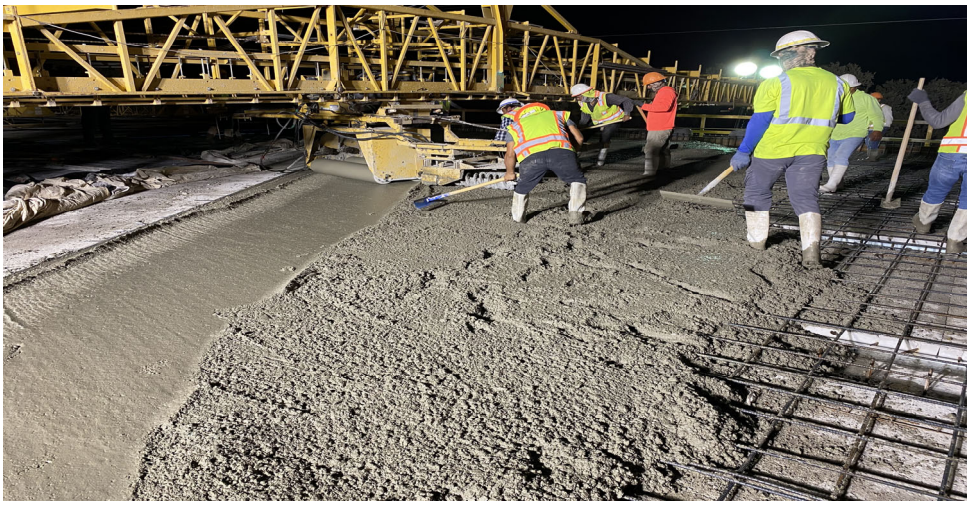
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/29/2022	8/31/2022	3	$77,542.20	$77,542.20	$8,615.80	$8,615.80	2	1
2	9/1/2022	9/30/2022	30	$126,769.50	$204,311.70	$14,085.50	$22,701.30	5	12
3	10/1/2022	10/31/2022	31	$460,653.35	$664,965.05	$51,183.71	$73,885.01	17	23
4	11/1/2022	11/30/2022	30	$148,852.80	$813,817.85	$16,539.20	$90,424.21	21	34
5	12/1/2022	12/31/2022	31	$180,500.40	$994,318.25	$20,055.60	$110,479.81	26	45
6	1/1/2023	1/31/2023	31	$308,200.50	$1,302,518.75	$34,244.50	$144,724.31	34	57
7	2/1/2023	2/28/2023	28	$424,385.10	$1,726,903.85	$47,153.90	$191,878.21	45	67
8	3/1/2023	3/31/2023	31	$778,428.08	$2,505,331.93	-$60,018.63	$131,859.58	61	78
9	4/1/2023	4/30/2023	30	$585,017.55	$3,090,349.48	$30,790.39	$162,649.97	76	89
10	5/1/2023	5/31/2023	31	$109,588.94	$3,199,938.42	$5,767.84	$168,417.81	78	100
11	6/1/2023	6/30/2023	22	$220,158.23	$3,420,096.65	$11,587.28	$180,005.09	84	108
12	7/1/2023	7/31/2023	0	$123,360.35	$3,543,457.00	$6,492.65	$186,497.74	87	108
13	8/1/2023	8/31/2023	0	$139,934.87	$3,683,391.87	$7,364.99	$193,862.73	90	108

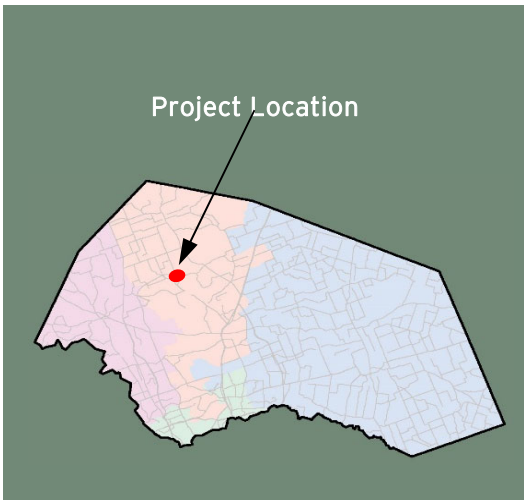
8/31/2023 Comments - Contractor placed topsoil where guardrail and an end treatment were removed along the Southwest Bypass.

Change Order Number	Approved	Cost This CO	Total COs
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



AUGUST 2023 IN REVIEW



8/4/2023: Joe Bland Construction (JBC) continued excavating existing roadway by Smokestack Lane. Subcontractor Greater Austin continued placing panels and tying steel for bridge deck.

8/11/2023: JBC continued excavating existing roadway and processing flexible base by Smokestack Lane. Subcontractor Greater Austin continued tying steel for the and began pouring concrete for the bridge deck.

8/18/2023: JBC continued processing flexible base by Smokestack Lane. Subcontractor Greater Austin finished tying steel and poured concrete for the bridge approach slabs and poured concrete for the south half of bridge deck. Subcontractor Lonestar Paving placed prime, seal coat and paved asphalt by Smokestack Lane.

8/25/2023: JBC continued placing topsoil by Smokestack Lane. JBC continued excavating for the concrete rip rap on the west side of the bridge area. Subcontractor Greater Austin continued forming concrete rip rap on the west side of the bridge approaches and forming concrete for the bridge shear keys.

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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/6/2022	12/13/2022	2/1/2023	2/10/2023				423		423

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
6	7/1/2023	7/31/2023	31	$1,157,295.20	$3,014,893.14	$128,588.36	$334,988.13	48	41
7	8/1/2023	8/31/2023	31	$1,149,398.96	$4,164,292.10	-$115,814.86	$219,173.27	63	48

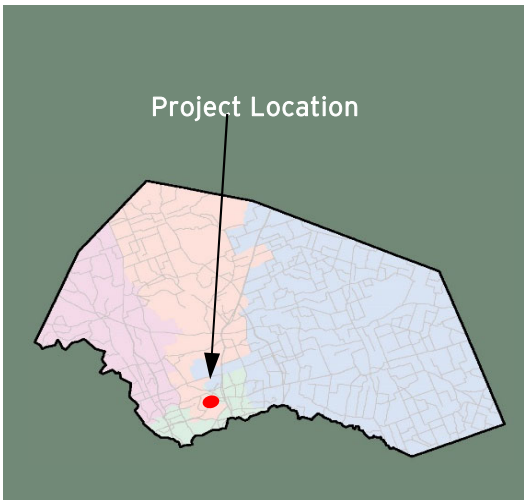
8/31/2023 Comments - Contractor continued processing flex base, poured the bridge approach slabs and paved at Smokestack Lane.

Change Order Number	Approved	Cost This CO	Total COs
01	8/22/2023	20,980.10	20,980.10

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for removing a portion of a structure that encroaches the new ROW. 2. Differing in Site Conditions: (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order addresses karst features that were encountered while excavating to subgrade south of Smokestack Ln. The karst features were closed per SWCA and TCEQ recommendations.

Adjusted Price = $6,990,175.31





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



AUGUST 2023 IN REVIEW



8/4/2023: Cash Construction began to install Aqua Line "A" and the storm sewer pipe near Thousand Oaks. Subcontractor HL Chapman continued trenching for the Round Rock waterline along the north side of Sam Bass Road west of Wyoming Springs. Subcontractor CTRB continued boring at the Oak tree for the Round Rock waterline just south of RM 1431.

8/11/2023: Cash Construction continued installing the storm sewer pipe and manholes just south of RM 1431. Subcontractor HL Chapman continued trenching for the BCMUD water line east of Tonkawa on the south side of Sam Bass.

8/18/2023: Cash Construction continued installing the storm sewer pipe and manholes just south of RM 1431. Subcontractor CTRB continued boring at the Oak tree bore for the Round Rock water line south of RM 1431.

8/25/2023: Subcontractor HL Chapman continued to excavate the bore pit for the Round Rock water line at Great Oaks Drive. Subcontractor CTRB completed boring at Oak tree for the Round Rock water line south of RM 1431.

Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	9	17

8/31/2023 Comments - Contractor continued installing the 42" City of Round Rock water line and continued trenching for the BCMUD water lines.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

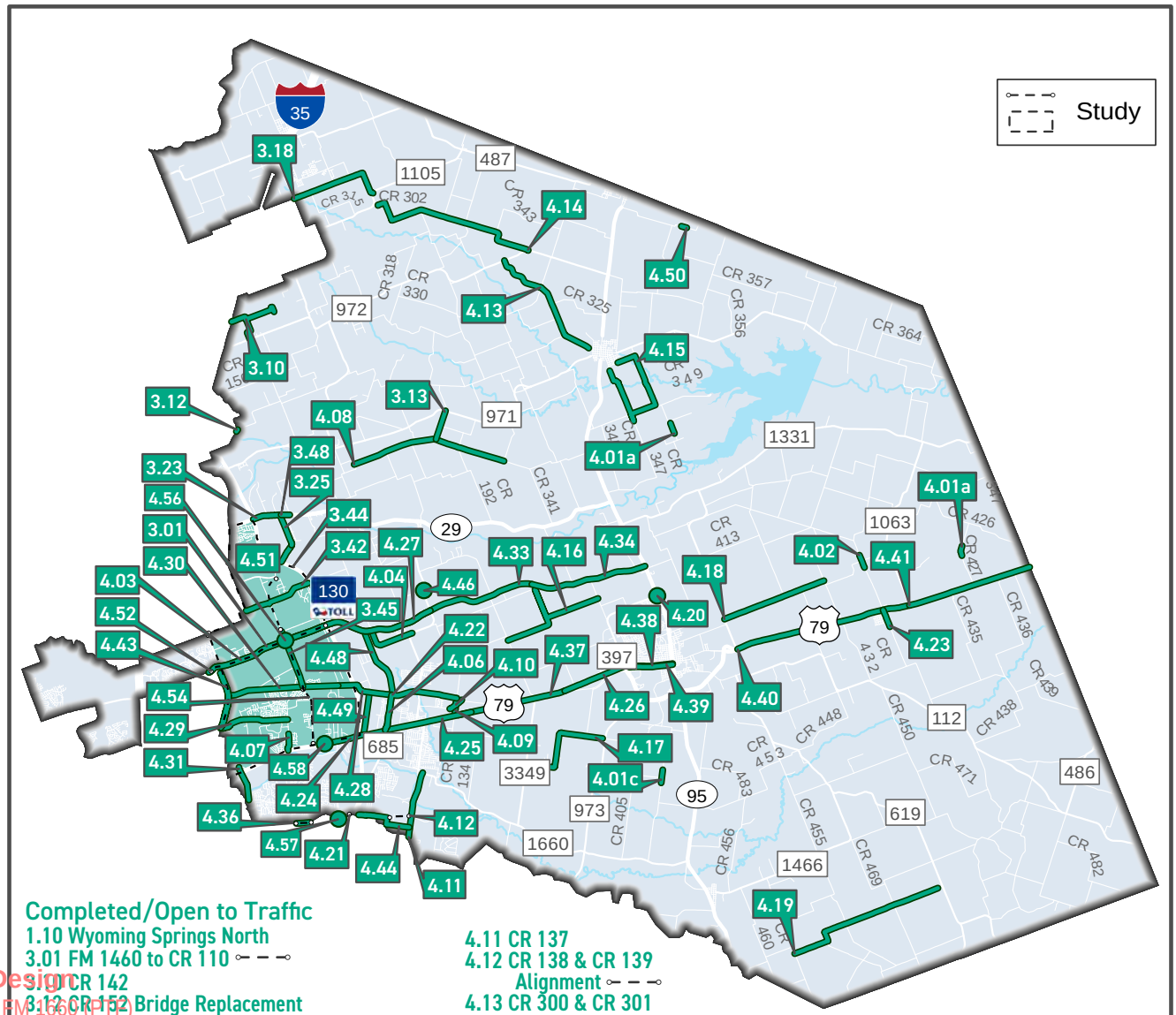
1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Adjusted Price = $33,757,130.88

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

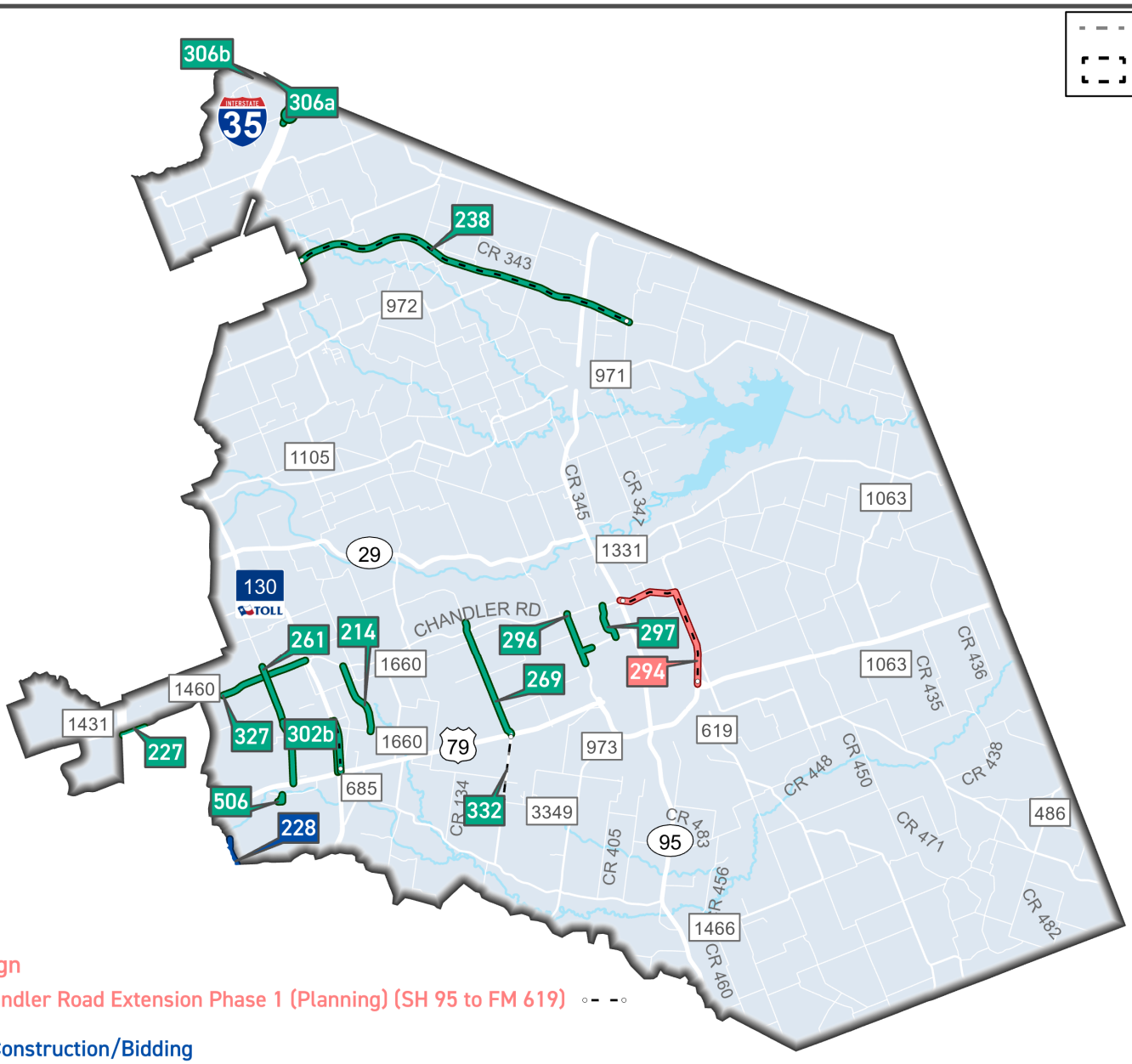
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110
3.11 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (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 Alignment
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1660 (CR 128)

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

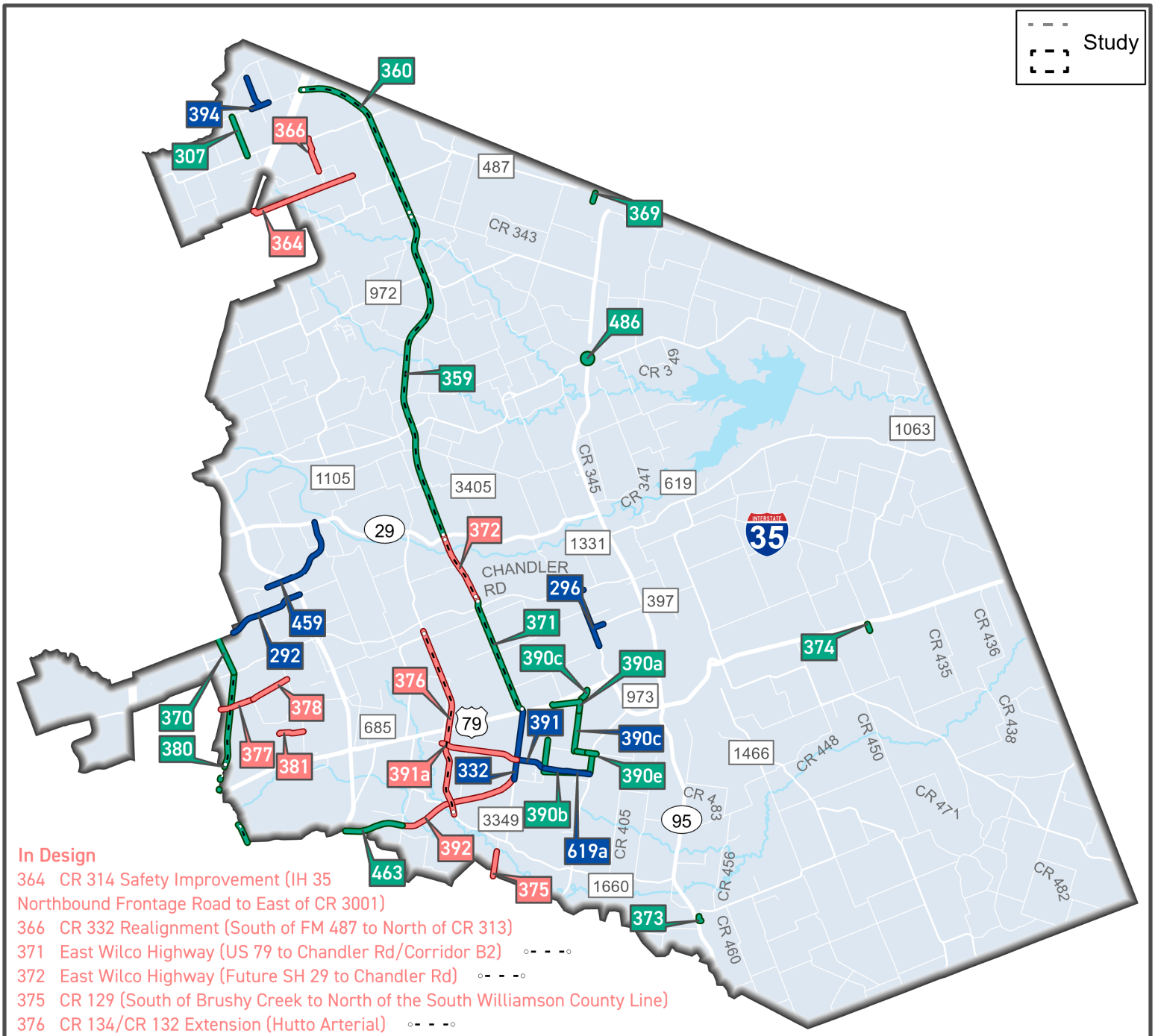
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

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)
261 CR 110 Middle (Limmer Loop to CR 107)
260 CR 110 South (US 79 to Limmer Loop)
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

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road 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)

Under Construction/Bidding

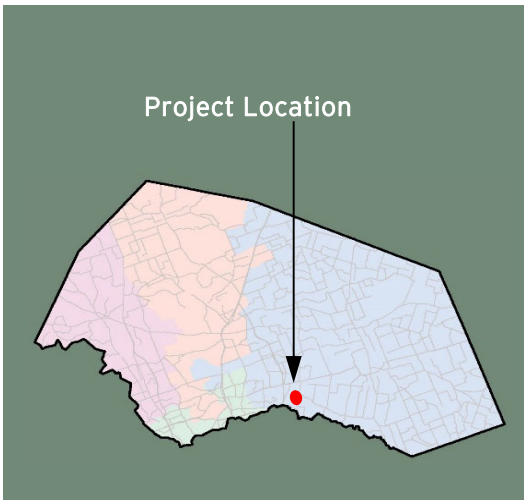
292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)

Completed/Open to Traffic

307 Bud Stockton Extension (CR 305 to FM 487)

359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/Corridor D)
360 East Wilco Highway (IH 35 to CR 302)
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)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
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



AUGUST 2023 IN REVIEW

8/4/2023: Subcontractor Woolery installed the cross-fencing underneath both bridges and placed the right-of-way gates for the Wolfe property access.

8/11/2023: James Construction (JCG) did not perform any work this week.

8/18/2023: JC) continued general clean-up of the project.

8/25/2023: JCG placed asphalt along Dana Drive. JCG cleaned the area around Dana Drive in preparation for paving. JCG mowed the project from Little Lake Road to CR 137.



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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
24	7/1/2023	7/31/2023	31	$61,540.97	$10,649,473.65	$3,239.00	$560,498.61	85	133

8/31/2023 Comments - The Contractor placed asphalt along Dana Drive at CR 138 and continued working on the remaining punch list items.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Change Order Number	Approved	Cost This CO	Total COs
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

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023			505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
16	7/1/2023	7/31/2023	31	$760,493.51	$11,778,168.80	$40,025.97	$619,903.62	92	105
17	8/1/2023	8/31/2023	31	$16,945.32	$11,795,114.12	$891.86	$620,795.48	92	112

8/31/2023 Comments - Contractor continued to work on punchlist list items and water line work at the metering station for the City of Taylor.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
05	8/22/2023	0.00	$ 830,893.84

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

Adjusted Price = $13,504,094.78

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)
Project No. 22IFB126

Original Contract Price = $11,289,929.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/12/2022	7/19/2022	8/5/2022	8/15/2022				413		413

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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	21	26
4	12/1/2022	12/31/2022	31	$196,710.30	$2,398,469.94	$21,856.70	$266,496.66	23	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	41	48
7	3/1/2023	3/31/2023	31	$2,066,773.05	$6,303,835.67	$229,641.45	$700,426.19	61	55
8	4/1/2023	4/30/2023	30	$1,637,718.64	$7,941,554.31	-$282,449.65	$417,976.54	73	63
9	5/1/2023	5/31/2023	31	$1,177,188.70	$9,118,743.01	$61,957.30	$479,933.84	84	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
11	8/1/2023	8/31/2023	31	$78,532.37	$10,224,058.65	$4,133.28	$538,108.35	94	92

8/31/2023 Comments - Contractor continued placing concrete riprap. The final lift of asphalt was paved and the pavement markings were installed.

Change Order Number	Approved	Cost This CO	Total COs
01	1/24/2023	41,260.00	$ 41,260.00

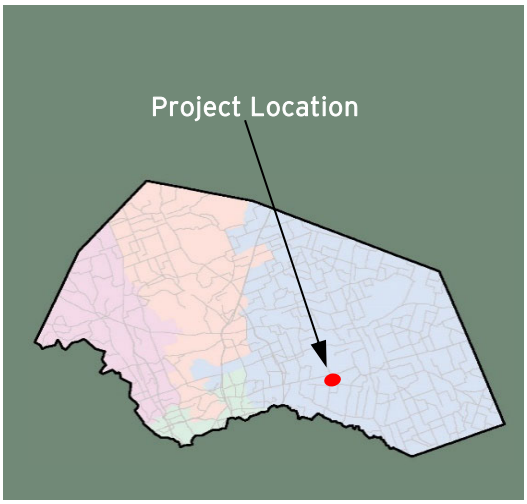
1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The 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.

Change Order Number	Approved	Cost This CO	Total COs
02	7/18/2023	83,559.50	$ 124,819.50

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds quantities to existing items due to unexpected changes in field conditions, causing overruns on the project. The excavation and embankment quantities had to be adjusted, due to the existing elevations at the west tie-in. The 18-inch and 36-inch drill shafts needed to be extended to ensure the shafts had proper embedment into stable material.

Adjusted Price = $11,414,748.50





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



AUGUST 2023 IN REVIEW

8/4/2023: James Construction (JCG) continued rebar installation for bridge deck and approach slabs at the Jug Handle Bridge. Subcontractor Patin Construction continued installing the 24-inch ductile iron pipe for Line A at the southbound FM 3349 right-of-way. Subcontractor Austin Traffic Signal installed signal components for signals at various locations.

8/11/2023: JCG poured bridge deck and approach slabs at the Jug Handle Bridge. JCG placed reinforced concrete pipe at various locations throughout the project.

8/18/2023: JCG poured the single-slope rail on the bridge deck at the Jug Handle Bridge. Subcontractor Lone Star Paving placed Type D hot-mix asphalt on the Jug Handle, westbound US 79, Auxiliary Lane and southbound CR 101.

8/25/2023: JCG continued setting forms and rebar for spread footing at Bent 11 of the northbound frontage road. JCG began lime stabilization of the NBFR from Boggy Creek to the south tie-in.



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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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	22	18
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,060,589.95	$0.00	$0.00	24	20
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,514,515.88	$0.00	$0.00	27	22

8/31/2023 Comments - The Contractor installed traffic signal components at the intersection of US 79 and Jug Handle Road. The Contractor placed the bridge deck and approach slabs at the Jug Handle Bridge and continued installing the water line along the southbound FM 3349 right-of-way.

Change Order Number	Approved	Cost This CO	Total COs
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

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

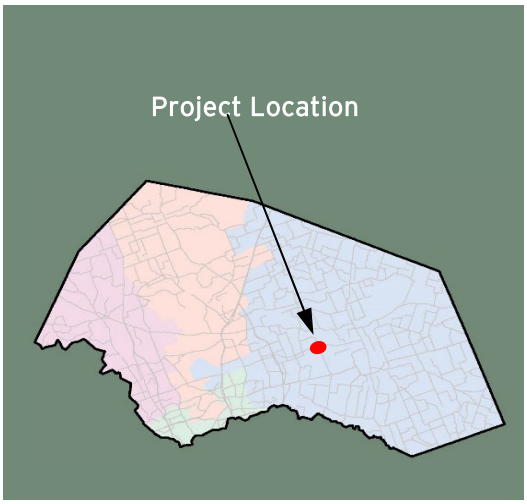
3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Adjusted Price = $82,671,203.15





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



AUGUST 2023 IN REVIEW

8/4/2023: James Construction (JCG) continued roadway excavation along CR 366. Subcontractor Austin Material placed a prime coat at CR 366. Oncor relocated electrical lines.

8/11/2023: JCG continued processing flexible base at CR 366 and Chandler Road. The contractor continued roadway excavation along CR 366. Subcontractor Austin Material placed a prime coat at CR 366. Oncor continued to relocate electrical lines.

8/18/2023: JCG continued placing and processing the Type C embankment along Carlos G. Parker. The contactor continued roadway excavation of existing CR 366 and excavated and installed the 6'x4' box culverts. Oncor's subcontractor, Ace, continued hand digging for new Oncor poles.

8/25/2023: JCG continued placing and processing the Type C embankment along Carlos G. Parker. The contractor continued with roadway excavation of existing CR 366 and installed various box culverts. Subcontractor Patin Construction began installing the 24-inch ductile iron water line pipe.



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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
6	7/1/2023	7/31/2023	31	$781,944.84	$4,527,534.51	$86,882.76	$503,059.39	28	40
7	8/1/2023	8/31/2023	31	$1,589,668.07	$6,117,202.58	$176,629.79	$679,689.18	38	46

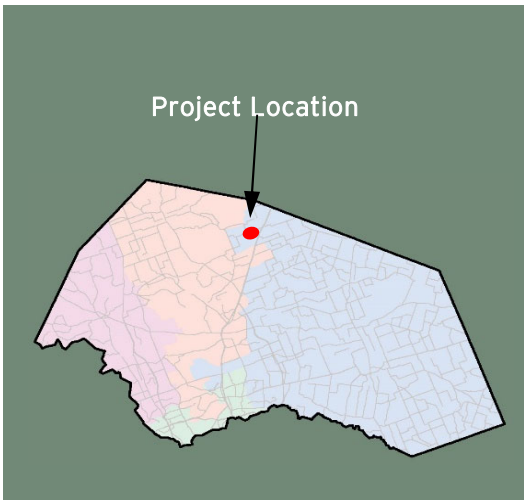
8/31/2023 Comments - Contractor placed prime coat and continued roadway excavation throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
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 FM487)

Project Length: 1.78 Miles
Roadway Classification: Rural Arterial

Project Schedule: Early 2023 - Summer 2023
Estimated Construction Cost: $5.9 Million



AUGUST 2023 IN REVIEW

8/4/2023: Cash Construction continued drill seeding and placing compost from CR 305 to FM 487. Subcontractor Alpha Paving paved hot mix asphalt at the Bud Stockton and FM 487 intersection. Subcontractor BMP began installing soil retention blankets in ditches along Bud Stockton.

8/11/2023: Subcontractor BMP continued installing soil retention blankets in ditches along Bud Stockton. Subcontractor DIJ began installing the final striping throughout project. Subcontractor TRP began installing permanent signs throughout project.

8/18/2023: Subcontractor DIJ finished installing the final striping throughout the project. Subcontractor TRP continued installing permanent signs and object markers throughout the project.

8/25/2023: Cash Construction began working on punch list items.



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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023				177		177

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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	50	78
6	7/1/2023	7/31/2023	31	$1,774,451.07	$4,483,498.32	$197,161.23	$498,166.48	82	95
7	8/1/2023	8/31/2023	14	$822,967.99	$822,967.99	-$218,878.78	$279,287.70	92	103

8/31/2023 Comments - The Contractor continued placing topsoil and installed permanent signs throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
02	8/23/2023	$ 97,110.00	$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

Adjusted Price = $6,050,215.59

Project Name: CR 404 at FM 973
Project No. 23IFB6

Original Contract Price = $4,622,143.93

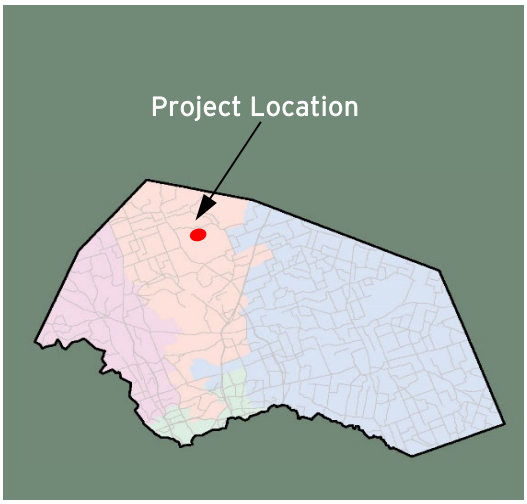
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/22/2022	12/6/2022	2/1/2023	2/10/2023				150		150

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$358,668.36	$358,668.36	$39,852.04	$39,852.04	9	13
2	3/1/123	3/31/2023	31	$668,378.84	$1,027,047.20	$74,264.32	$114,116.36	25	33
3	4/1/2023	4/30/2023	30	$601,756.01	$1,628,803.21	$66,861.78	$180,978.14	39	53
4	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
6	7/1/2023	7/31/2023	7	$383,976.61	$4,461,332.18	$20,209.29	$234,806.92	102	99
7	8/1/2023	8/31/2023	0	$48,047.09	$4,509,379.27	$2,528.79	$237,335.71	103	99

8/31/2023 Comments - Contractor worked on punchlist items and placed soil retention blankets 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



AUGUST 2023 IN REVIEW

8/4/2023: Joe Bland Construction continued hauling in and processing the final lift of flexible base on CR 307. Subcontractor Alpha Paving began installing prime coat, seal coat, and paving asphalt on CR 307.

8/11/2023: Subcontractor Alpha Paving continued installing prime coat, seal coat, and paving asphalt on CR 307.

8/18/2023: Subcontractor TRP placed temporary striping on CR 307.

8/24/2023: Work is on hold, pending an RFI regarding a water line conflict along CR 305.



Design Engineer: K.C. Engineering
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

HNTB

CR 307 and CR 305
Project No. 23IFB34

Original Contract Price = $2,796,832.80

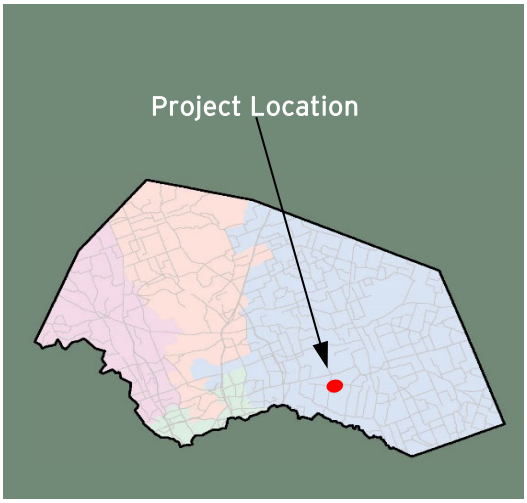
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/22/2023	3/7/2023	4/7/2023	4/17/2023				120		120

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
4	7/1/2023	7/31/2023	31	$298,387.80	$802,085.40	$33,154.20	$89,120.60	32	88
5	8/1/2023	8/31/2023	31	$262,632.60	$1,064,718.00	$29,181.40	$118,302.00	42	113

8/31/2023 Comments - Contractor began installing prime coat, seal coat and paving asphalt on CR 307.

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



AUGUST 2023 IN REVIEW

8/4/2023: Capital Excavation finished fine grading the select embankment fill throughout the project. The underground crew placed box culverts in various locations. Crews poured flowable fill between the box culverts.

8/11/2023: Capital Excavation continued processing flexible base throughout the project.

8/18/2023: Capital Excavation continued processing flexible base throughout the project.

8/25/2023: Capital Excavation continued processing flexible base throughout the project. Capital Excavation poured concrete for curb and gutter.



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

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/15/2023	2/28/2023	4/12/2023	4/24/2023				312		312

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
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
3	7/1/2023	7/31/2023	31	$1,021,845.73	$1,970,540.37	$113,538.41	$218,948.93	43	32
4	8/1/2023	8/31/2023	31	$950,205.70	$2,920,746.07	-$65,225.45	$153,723.48	60	42

8/31/2023 Comments - Contractor continued processing flexible base and installation of box culverts throughout the project.

Adjusted Price = $5,139,487.45

Commissioners Court - Regular Session **48.**

Meeting Date: 09/19/2023

Award of IFB #23IFB98 South San Gabriel Ranches Subdivision Road and Drainage Improvements for Road and Bridg Department

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 awarding IFB #23IFB98 South San Gabriel Ranches Subdivision Road and Drainage Improvements to the lowest and best bidder, M.A. Smith Contracting Co., Inc., in an amount of not-to-exceed $2,882,590.94 and authorizing the execution of the agreement.

Background

The Purchasing Department sent out over 7,200 notifications with 55 document takers and received 3 submittals. The bids have been reviewed and the apparent low bidder, M.A. Smith Contracting Co., Inc, was found to be responsive and materially balanced. Their lowest bid of $2,882,590.94 was 17.09% higher than the engineers estimate. The bidding was competitive with the lowest two bidders being within 8.5% of each other. In addition to meeting the bid qualifications subject to being low bidder, M.A. Smith Contracting Co., Inc, has successfully completed previous projects for Williamson County. Based on quality of work performed by contractor and favorable working relationship with the county and its representatives, it is recommended to award the South San Gabriel Ranches Subdivision Road and Drainage Improvements contract to M.A. Smith Contracting Co., Inc. Funding Source is P489,3, URS. Department Contact is Terron Everston.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Bid Tabulation

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:43 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:11 AM
Form Started By: Dolores Donaldson		Started On: 09/11/2023 10:25 AM
Final Approval Date: 09/14/2023		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Smith Contracting ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation #23IFB98, South San Gabriel Ranches Subdivision Road and Drainage Improvements; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Million, Eight Hundred Eighty Two Thousand, Five Hundred Ninety dollars and Ninety Four cents, ($2,882,590.94) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB_Solicitation #23IFB98, South San Gabriel Ranches Subdivision Road and Drainage Improvements; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **115 working days**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before** _____; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **$500.00** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work

would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner

informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and

k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage

by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:
(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84),

showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owneroperators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in

relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a selfinsured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or

entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the

breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or

condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

_____

CONTRACTOR:

By: _____

Printed Name: Travis Ragland

President

Date: _____ Date: 9/7/23

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____

Phone _____
Fax _____

Title:

Contractor's Designated Representative:

Travis Rayland
15308 Ginger St.
Austin, TX. 78728

Phone 512.990.7640
Fax 512.990.7855

Title: President

23IFB98

IFB South San Gabriel Ranches Subdivision Road and Drainage Improvements

Williamson County, Texas

08.15.2023

Vendor	Amount
Patin Construction	$3,128,230.00
Smith Contracting	$2,882,590.94
Texas Road	$3,143,223.82

August 22, 2023

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for South San Gabriel Ranches Subdivision Road and Drainage Improvements– Bid #23IFB98

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Smith Contracting) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Smith Contracting - $2,882,590.94
2. Patin Construction - $3,128,230.00
3. Texas Road - $3,143,223.82

The Contractor's low base bid is $420,777.94 above the Engineer's Estimate, a cost increase of 17.09%.

In addition to meeting the bid qualifications, Smith Contracting has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $2,882,590.94 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Smith Contracting the contract for the South San Gabriel Ranches Subdivision Road and Drainage Improvements Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
Deputy Sr. Director of Infrastructure

Commissioners Court - Regular Session **49.**

Meeting Date: 09/19/2023

Authorize Issuing Advertisement for IFB #23IFB109 Hauling Services for Road and Bridge Department

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 authorizing the Purchasing Agent to advertise and receive competitive sealed bids for Hauling Services under IFB #23IFB109.

Background

Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul material related to constructing and maintaining highways, streets, and bridges. Funding source 01.0200.0210.003544 & 01.0200.0210.003597. Department point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2023 10:48 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2023 09:12 AM
Form Started By: Dolores Donaldson		Started On: 09/11/2023 10:48 AM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **50.**

Meeting Date: 09/19/2023

HNTB 77139 WA5 GEC Road & Bridge Project Mgmt

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of $2,668,553.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

77139_Wilco2019RoadandBridge_WA05

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:52 AM
Form Started By: Adam Boatright		Started On: 09/14/2023 11:32 AM
Final Approval Date: 09/14/2023		

DocuSign Envelope ID: 7FE42336-EEED-48E1-B28C-0A56ACC9A528

WORK AUTHORIZATION NUMBER 05

This Work Authorization is made as of this 1st day of October 2023, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Road and Bridge Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2024. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2023 – September 30, 2024

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $2,668,553.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Work Authorization.

Williamson County, Texas (County)	HNTB Corporation (Engineer)
By: _____	By: DocuSigned by: 9ACA541B923C447...
Name: _____	Name: A. Scott Haywood
Title: _____	Title: Senior Vice President
Date: _____	Date: 8/25/2023

DocuSign Envelope ID: 7FE42336-EEED-48E1-B28C-0A56ACC9A528

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

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10. Meet with Texas Department of Transportation (TxDOT) representatives monthly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

13. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.

15. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

16. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

17. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

18. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

19. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

20. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.

21. Prepare and issue project documentation throughout the duration of the project.

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Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Provide design services for various Williamson County program projects when requested by County.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
   - Review invoices, as requested.
   - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
   - Oversee submission of plans to local governments, TxDOT, TxDOT Toll Operations Division (TOD), and Texas Commission on Environmental Quality (TCEQ), as required.
   - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.

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- Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
- Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
   - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
   - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
   - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
   - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
   - Review reasonableness of engineering fee estimate for each project.
   - Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.

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- Assist County and design engineer with answering contractor questions during advertisement period.
- Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
- Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
   - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
   - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
   - Prepare and distribute the Notice to Proceed to contractor.
   - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
   - Review and evaluate contractor's construction schedule monthly.
   - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
   - Receive and review/document subcontractor agreements.
   - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
   - Attend weekly construction progress meetings.
   - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
   - Photograph ongoing construction activities daily through construction of projects.
   - Prepare monthly construction update presentation for the Court.
   - Prepare and issue traffic control notifications to affected entities.
   - Perform and document traffic control inspections.
   - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if

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applicable.

- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend groundbreaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews

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may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TxDOT TOD, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
    - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
    - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
    - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
    - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
    - Review and approve final pay application and retainage release.
    - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
    - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
    - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
    - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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Williamson County Road and Bridge
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 77139
Work Authorization No. 5

	Principal	Sr. Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	Principal Planner	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	GIS Analyst
October 1, 2023 - September 30, 2024	5	869	2,025	1,722	1,443	13	617	821	359	98	4	338	188	211	507
WORK AUTHORIZATION TOTALS	5	869	2,025	1,722	1,443	13	617	821	359	98	4	338	188	211	507
BILLING RATES	$ 420	$ 380	$ 320	$ 260	$ 234	$ 234	$ 198	$ 157	$ 128	$ 187	$ 290	$ 230	$ 181	$ 134	$ 140
TOTAL HNTB LABOR	$ 2,100	$ 330,220	$ 648,000	$ 447,720	$ 337,662	$ 3,042	$ 122,166	$ 128,897	$ 45,952	$ 18,326	$ 1,160	$ 77,740	$ 34,028	$ 28,274	$ 70,980

HNTB Fee
October 1, 2023 - September 30, 2024
SUBTOTAL

JOB TOTALS

Williamson County Road and Bridge
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 77139
Work Authorization No. 5

	Sr. Urban Planner	Urban Planner	Sr. Construction Manager	Construction Manager	Sr. Business Manager	Project Analyst	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	**TOTALS**
October 1, 2023 - September 30, 2024	125	389	6	6	4	99	4	-	6	-	208	11,167
WORK AUTHORIZATION TOTALS	125	389	6	6	4	99	4	-	6	-	208	11,167
BILLING RATES	$ 228	$ 130	$ 220	$ 193	$ 230	$ 112	$ 106	$ 234	$ 185	$ 89	$ 87	
TOTAL HNTB LABOR	$ 28,500	$ 50,570	$ 1,320	$ 1,158	$ 920	$ 11,088	$ 424	$ -	$ 1,110	$ -	$ 18,096	$ 2,608,553

	Total Hours	Expenses Print/Repro	Expenses Travel	Labor	Subconsultant Fees	**TOTAL FEE**
HNTB Fee						
October 1, 2023 - September 30, 2024	11,167	$ 10,000	$ 50,000	$ 2,608,553	$ -	$ 2,668,553
SUBTOTAL	**11,167**					**$ 2,668,553**
JOB TOTALS	11,167	$ 10,000	$ 50,000	$ 2,608,553	$ -	$ 2,668,553

Commissioners Court - Regular Session **51.**

Meeting Date: 09/19/2023

HNTB 70391 WA5 GEC Road Bond Project Mgmt

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 5 in the amount of $16,783,490.00 to expire September 30, 2024 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

70391_Wilco2019RoadBond_WA05

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:53 AM
Form Started By: Adam Boatright		Started On: 09/14/2023 11:39 AM
Final Approval Date: 09/14/2023		

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ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 05

This Annual Fiscal Year Work Authorization is made as of this 1st day of October 2023, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Road Bond Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County 2019 Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2024. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2023 – September 30, 2024

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $ 16,783,490.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB Corporation (Engineer)
By: _____	By: DocuSigned by: 9ACA541B923C447...
Name: _____	Name: A. Scott Haywood
Title: _____	Title: Senior Vice President
Date: _____	Date: 8/25/2023

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EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items for the Williamson County Road Bond Program road and drainage projects.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
9. Meet with Texas Department of Transportation (TxDOT) representatives monthly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program

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for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

12. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

13. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.

14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County Road bond projects, as needed.

15. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
    - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
    - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
    - Maintain Bond Program Standard Procedures Manual.
    - Maintain Bond Program Standard Forms.
    - Maintain Bond Program Engineering Design Criteria.
    - Maintain Bond Program Plan Preparation Criteria.
    - Provide an annual update of the Standard Detail sheets.
    - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
    - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.

16. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

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17. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

18. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

19. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

20. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

21. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the construction phase of road bond projects.

22. Prepare and issue project documentation throughout the duration of the project.

23. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.

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- Review reasonableness of engineering fee estimate for each project.
- Assist Client in negotiation of contracts with selected firms.
- Conduct kick-off meeting with project firm/team.
- Review QA/QC plans submitted by design firms for conformance with County requirements.
- Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
- Provide design services for Road Bond projects when requested by County.
- Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
- Review invoices, as requested.
- Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
- Oversee submission of plans to local governments, TxDOT, TxDOT Toll Operations Division (TOD), and Texas Commission on Environmental Quality (TCEQ), as required.
- Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.

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- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
- Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
- Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
- Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
- Review reasonableness of engineering fee estimate for each project.
- Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
   - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
   - Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
   - Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.

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- Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- Prepare and distribute the Notice to Proceed to contractor.
- Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
- Review and evaluate contractor's construction schedule monthly.
- Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
- Receive and review/document subcontractor agreements.
- Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
- Attend weekly construction progress meetings.
- Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- Photograph ongoing construction activities daily through construction of projects.
- Prepare monthly construction update presentation for the Court.
- Prepare and issue traffic control notifications to affected entities.
- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract

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time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend groundbreaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TxDOT TOD, TCEQ) and local governments on behalf of the Road Bond Team to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, and/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.

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- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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Williamson County Road Bond Program
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 70391
Work Authorization No. 5

	Principal	Sr. Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	CADD Technician	Principal Planner	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative	Sr. Urban Planner	Urban Planner	Sr. Construction Manager
October 1, 2023 - September 30, 2024	1,452	4,293	9,981	6,825	1,872	333	4,780	1,569	7,772	58	70	139	306	1,508	649	1,398	2	461	1,220	221
WORK AUTHORIZATION TOTALS	1,452	4,293	9,981	6,825	1,872	333	4,780	1,569	7,772	58	70	139	306	1,508	649	1,398	2	461	1,220	221
BILLING RATES	$ 420	$ 380	$ 320	$ 260	$ 234	$ 234	$ 198	$ 157	$ 128	$ 187	$ 94	$ 290	$ 230	$ 181	$ 134	$ 140	$ 136	$ 228	$ 130	$ 220
TOTAL HNTB LABOR	$ 609,840	$ 1,631,340	$ 3,193,920	$ 1,774,500	$ 438,048	$ 77,922	$ 946,440	$ 246,333	$ 994,816	$ 10,846	$ 6,580	$ 40,310	$ 70,380	$ 272,948	$ 86,966	$ 195,720	$ 272	$ 105,108	$ 158,600	$ 48,620

HNTB Fee
October 1, 2023 - September 30, 2024
SUBTOTAL

JOB TOTALS

DocuSign Envelope ID: 7FE42336-EEED-48E1-B28C-0A56ACC9A528

Williamson County Road Bond Program
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 70391
Work Authorization No. 5

	Construction Manager	Sr. Construction Representative	Construction Representative III	Construction Representative II	Sr. Developer	Developer II	Developer	Sr. Business Manager	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	**TOTALS**
October 1, 2023 - September 30, 2024	4,109	4,065	10,250	2,065	64	530	66	5	384	79	6,240	6,389	-	34	162	2,736	82,087
WORK AUTHORIZATION TOTALS	4,109	4,065	10,250	2,065	64	530	66	5	384	79	6,240	6,389	-	34	162	2,736	82,087
BILLING RATES	$ 193	$ 181	$ 158	$ 146	$ 201	$ 176	$ 130	$ 230	$ 112	$ 187	$ 169	$ 106	$ 234	$ 185	$ 89	$ 87	
TOTAL HNTB LABOR	$ 793,037	$ 735,765	$ 1,619,500	$ 301,490	$ 12,864	$ 93,280	$ 8,580	$ 1,150	$ 43,008	$ 14,773	$ 1,054,560	$ 677,234	$ -	$ 6,290	$ 14,418	$ 238,032	$ 16,523,490

	Total Hours	Expenses: Reproduction / Headlight	Expenses: Travel	Labor	Subconsultant Labor	**TOTAL FEE**
HNTB Fee						
October 1, 2023 - September 30, 2024	82,087	$ 50,000	$ 210,000	$ 16,523,490		$ 16,783,490
SUBTOTAL	**82,087**					**$ 16,783,490**
JOB TOTALS	82,087	$ 50,000	$ 210,000	$ 16,523,490	$ -	$ 16,783,490

Commissioners Court - Regular Session **52.**

Meeting Date: 09/19/2023

TxDOT Ag

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve and ratify an Agreement on Identification of Future Transportation Corridors within Williamson County between the Texas Department of Transportation and Williamson County to identify future transportation corridors within Williamson County based on the Williamson County's adopted transportation plans, in accordance with Transportation Code, Section 201.619.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TxDOT Agreement Letter

Wilco Corridor Plan Map

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 02:42 PM
Form Started By: Hal Hawes		Started On: 09/14/2023 02:38 PM
Final Approval Date: 09/14/2023		

DocuSign Envelope ID: 92976A02-274E-4242-A533-3116D01EB3FE

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

August 28, 2023

Commissioner Cynthia Long
Williamson County Precinct Two
350 Discovery Boulevard, Suite 201
Cedar Park, Texas 78613

RE: Williamson County Corridor Plan

Dear Commissioner Long:

The Texas Department of Transportation (TxDOT) has reviewed the Williamson County Transportation Plan and has determined that the proposed controlled access corridors identified in the Williamson County Transportation Plan align with TxDOT's current long-range transportation plans and identify future transportation corridors within the County. An agreement that complies with the requirements of Transportation Code Section, Section 201.619, is attached for the signature of a person who is authorized to sign on the County's behalf on this matter. Once the agreement is signed, please return the executed agreement so that TxDOT can make the agreement and plans referred to in the agreement available, as required by Section 201.619.

If you have any questions or need further information, please contact Tucker Ferguson, P.E., Austin District Engineer, at 512-832-7022 or Tucker.Ferguson@txdot.gov.

Sincerely,

DocuSigned by:
0E1B35AE191749E...
Marc D. Williams, P.E.
Executive Director

Enclosures
Future Corridors Agreement between TxDOT and Williamson County
Williamson County Commissioner's Court August 22, 2023 Meeting Minutes adopting Long Range Plan Amendments and Plan Exhibits
Amended Exhibit to Long Range Plan dated August 24, 2023

cc: Brandye L. Hendrickson, Deputy Executive Director, Planning and Administration, TxDOT
Trent W. Thomas, Director, Government Affairs Division, TxDOT
Tucker Ferguson, P.E., Austin District Engineer, TxDOT
Humberto "Tito" Gonzalez, Jr., P.E., M.B.A., Director, Transportation Planning & Programming, TxDOT

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Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Agreement on Identification of Future Transportation Corridors Within Williamson County

The Texas Department of Transportation ("TxDOT") is in receipt of Williamson County's ("County") letter dated August 15, 2023 requesting to enter into an agreement to identify future transportation corridors within the County based on the County's adopted transportation plans in accordance with Transportation Code, Section 201.619 (the "Code").

TxDOT has reviewed the Williamson County Transportation Plan, as amended by the Williamson County Commissioner's Court on August 22, 2023, (the "County Transportation Plan") and the revised exhibit dated August 24, 2023. The revised exhibit provided by the County further clarifies and differentiates the existing and future corridors and does not substantially alter the exhibit as reviewed and adopted by the Williamson County Commissioner's Court on August 22, 2023. The proposed controlled access corridors identified in the Williamson County Transportation Plan (the "Corridors"), a graphical depiction of which is attached to this agreement, represent future transportation corridors within the County that were adopted in the County Transportation Plan and align with TxDOT's current long-range transportation plans.

TxDOT and the County agree that the Corridors in the County Transportation Plan identify future transportation corridors within the County in accordance with the Code.

The signatures below solely represent an agreement between TxDOT and Williamson County on the identification of future transportation corridors as outlined in the Code.

This agreement is a planning agreement regarding the Corridors and does not limit their future designation as controlled access corridors or obligate or prevent future adjustments to the Corridors by either party. Any significant revision to the geographical location of the Corridors will require an amendment to this agreement to ensure compliance with the Code.

DS

BGJ

Williamson County — Date: 8/29/2023

DocuSigned by:

Texas Department of Transportation — Date: 8/28/2023

View All Minutes

Meeting: 08/22/2023 - Commissioners Court

PDF

WILLIAMSON COUNTY 1848

MINUTES OF THE WILLIAMSON COUNTY COMMISSIONERS COURT MEETING
AUGUST 22, 2023

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

BE IT REMEMBERED that at 9:35 A.M. on TUESDAY, AUGUST 22, a REGULAR SESSION of the Commissioners Court of Williamson County, Texas, was held with the following being present, to-wit:

Present: **County Judge Bill Gravell, Jr.**
Commissioner Precinct 1 Terry Cook
Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 3 Valerie Covey
Commissioner Precinct 4 Russ Boles
County Clerk Nancy E. Rister

Others Present: **Hal C. Hawes, General Counsel to Williamson County Commissioners Court**
Bill Fairbrother, Executive Assistant to County Clerk

1. Review and approval of minutes.
   Motion by: Commissioner Precinct 1 Terry Cook
   Second by: Commissioner Precinct 4 Russ Boles
   Motion:To approve the minutes of the August 15, 2023 Commissioners Court Meeting.
   Aye: County Judge Bill Gravell, Jr.
   Commissioner Precinct 1 Terry Cook
   Commissioner Precinct 2 Cynthia Long
   Commissioner Precinct 3 Valerie Covey
   Commissioner Precinct 4 Russ Boles

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.**
   Payroll/Operations Manager Nathan Zinsmeyer addressed the Court.
   County Judge Bill Gravell, Jr. abstained in regard to payment to invoices for James Construction (Conflict of Interest Affidavit attached).
   Motion by: Commissioner Precinct 3 Valerie Covey
   Second by: Commissioner Precinct 1 Terry Cook
   Motion:To authorize the payment of bills totaling $600,581.44 from the computer printout, Addendum, Wire Transfer, Quick Check Report, and Electronic Benefit Payments from the proper line items, if found by the County Auditor to be legal expenses as appropriated in the County Budget.
   Aye: County Judge Bill Gravell, Jr.

Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 3 Valerie Covey
Other: Commissioner Precinct 4 Russ Boles (Absent from the Dais)

42. **Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $97,110.00 for Project 23IFB13 Bud Stockton Extension (Cash Construction) P: 307 Funding Source: Road Bond.**

Motion by: Commissioner Precinct 2 Cynthia Long
Second by: Commissioner Precinct 3 Valerie Covey
Motion:To approve Change Order No. 2 in the amount of $97,110.00 for Project 23IFB13 Bud Stockton Extension (Cash Construction).

Aye: County Judge Bill Gravell, Jr.
Commissioner Precinct 1 Terry Cook
Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 3 Valerie Covey
Other: Commissioner Precinct 4 Russ Boles (Absent from the Dais)

43. **Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $5,250.00 for Project 23IFB8 Corridor H - Sam Bass Rd. (Cash Construction) P: 462 Funding Source: Road Bond.**

Motion by: Commissioner Precinct 2 Cynthia Long
Second by: Commissioner Precinct 3 Valerie Covey
Motion:To approve Change Order No. 2 in the amount of $5,250.00 for Project 23IFB8 Corridor H - Sam Bass Rd. (Cash Construction).

Aye: County Judge Bill Gravell, Jr.
Commissioner Precinct 1 Terry Cook
Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 3 Valerie Covey
Other: Commissioner Precinct 4 Russ Boles (Absent from the Dais)

44. **Discuss, consider, and take appropriate action regarding Change Order No. 11 in the amount of $81,433.12 for Project 22IFB39 CR 111 Westinghouse Rd (Capital Excavation) P: 292 Funding Source: Road Bond.**

Motion by: Commissioner Precinct 2 Cynthia Long
Second by: Commissioner Precinct 3 Valerie Covey
Motion:To approve Change Order No. 11 in the amount of $81,433.12 for Project 22IFB39 CR 111 Westinghouse Rd (Capital Excavation).

Aye: County Judge Bill Gravell, Jr.
Commissioner Precinct 1 Terry Cook
Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 3 Valerie Covey
Other: Commissioner Precinct 4 Russ Boles (Absent from the Dais)

45. **Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.**

Motion by: Commissioner Precinct 2 Cynthia Long
Second by: Commissioner Precinct 3 Valerie Covey
Motion:To approve amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

Aye: County Judge Bill Gravell, Jr.
Commissioner Precinct 1 Terry Cook
Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 3 Valerie Covey
Other: Commissioner Precinct 4 Russ Boles (Absent from the Dais)

46. **Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Heroway Crossing, LLC for 2.982 acres as right of way and 0.146 acres as a drainage easement required for the construction of the Hero Way project. (Parcel 326/326DE). Funding Source: Road Bonds P326**

Motion by: Commissioner Precinct 2 Cynthia Long

Commissioners Court - Regular Session **45.**
Meeting Date: 08/22/2023
Long Range Transportation Plan Updates
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item
Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

Background
The attached amendments are recommended by staff. Adjustments have been made to the proposed arterial and corridor networks to accommodate advances in design, incoming plats, and other developments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LRTP_ControlledAccess
WilCo-TranspPlan
WilCo-TranspPlanUpdates

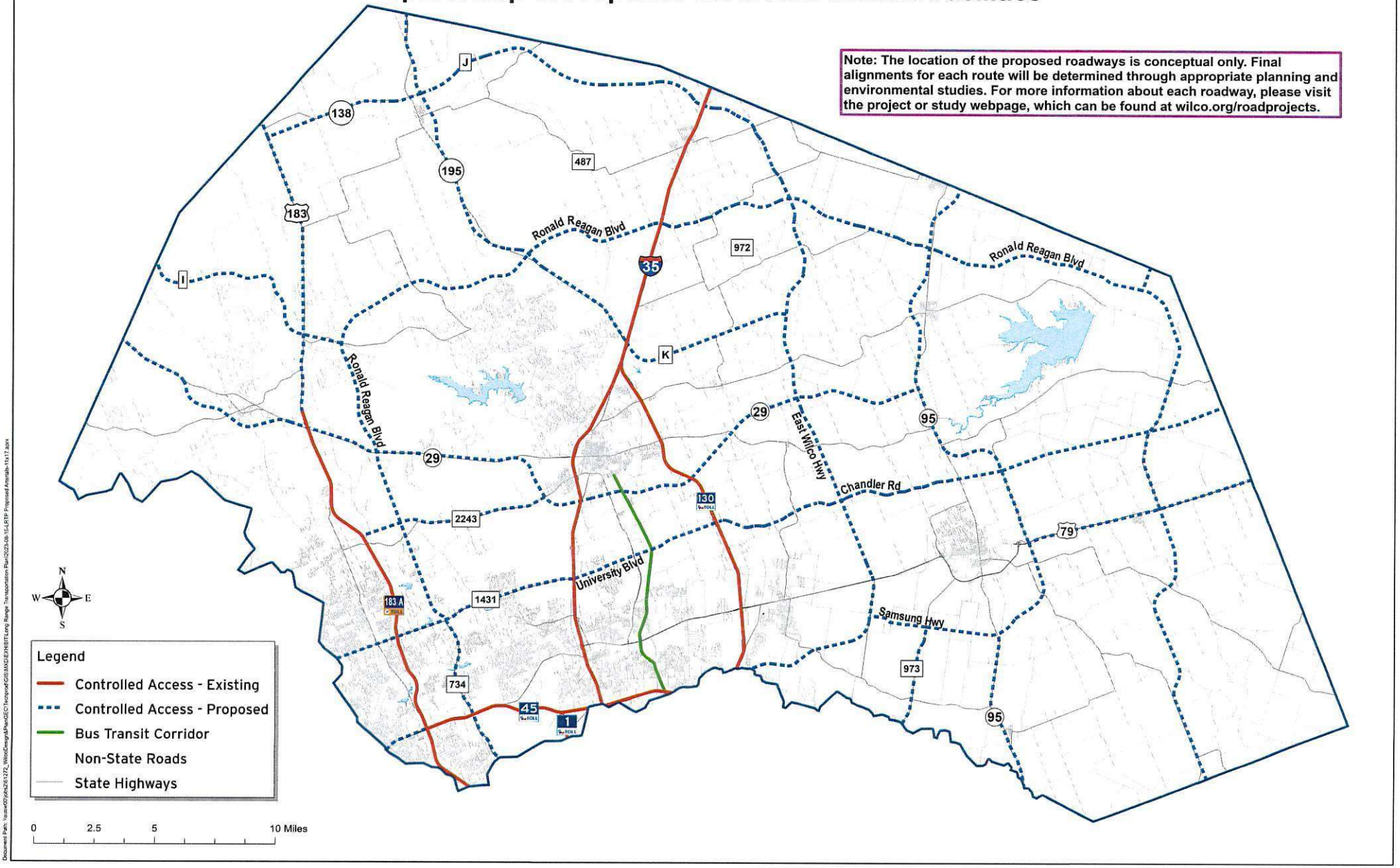
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/17/2023 01:03 PM
Form Started By: Marie Walters		Started On: 08/16/2023 05:14 PM
Final Approval Date: 08/17/2023		

DocuSign Envelope ID: 92976A02-274E-4242-A533-3116D01EB3FE

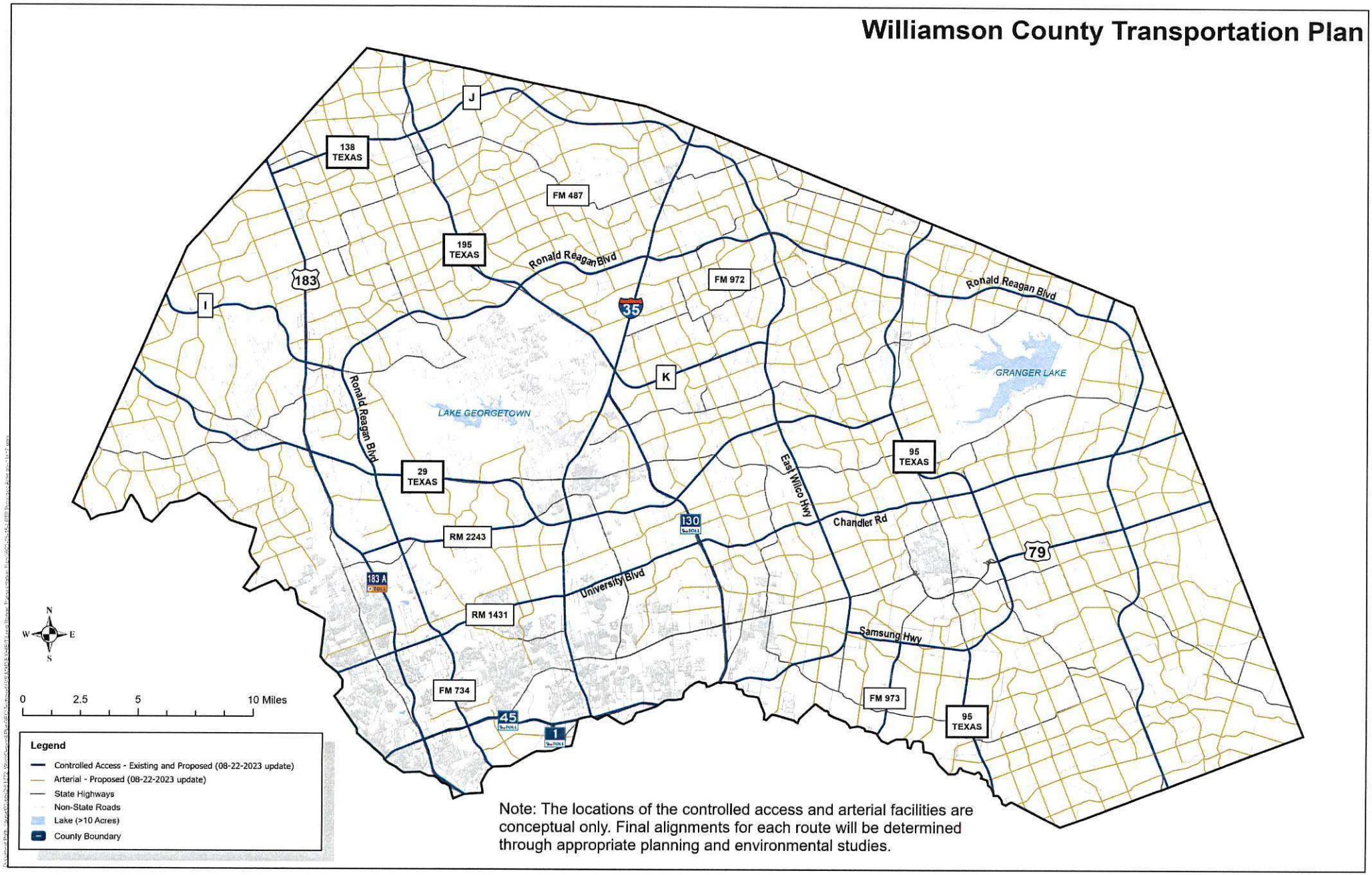
Revision date : 8/16/2023

Conceptual Map of Proposed Controlled Access Facilities



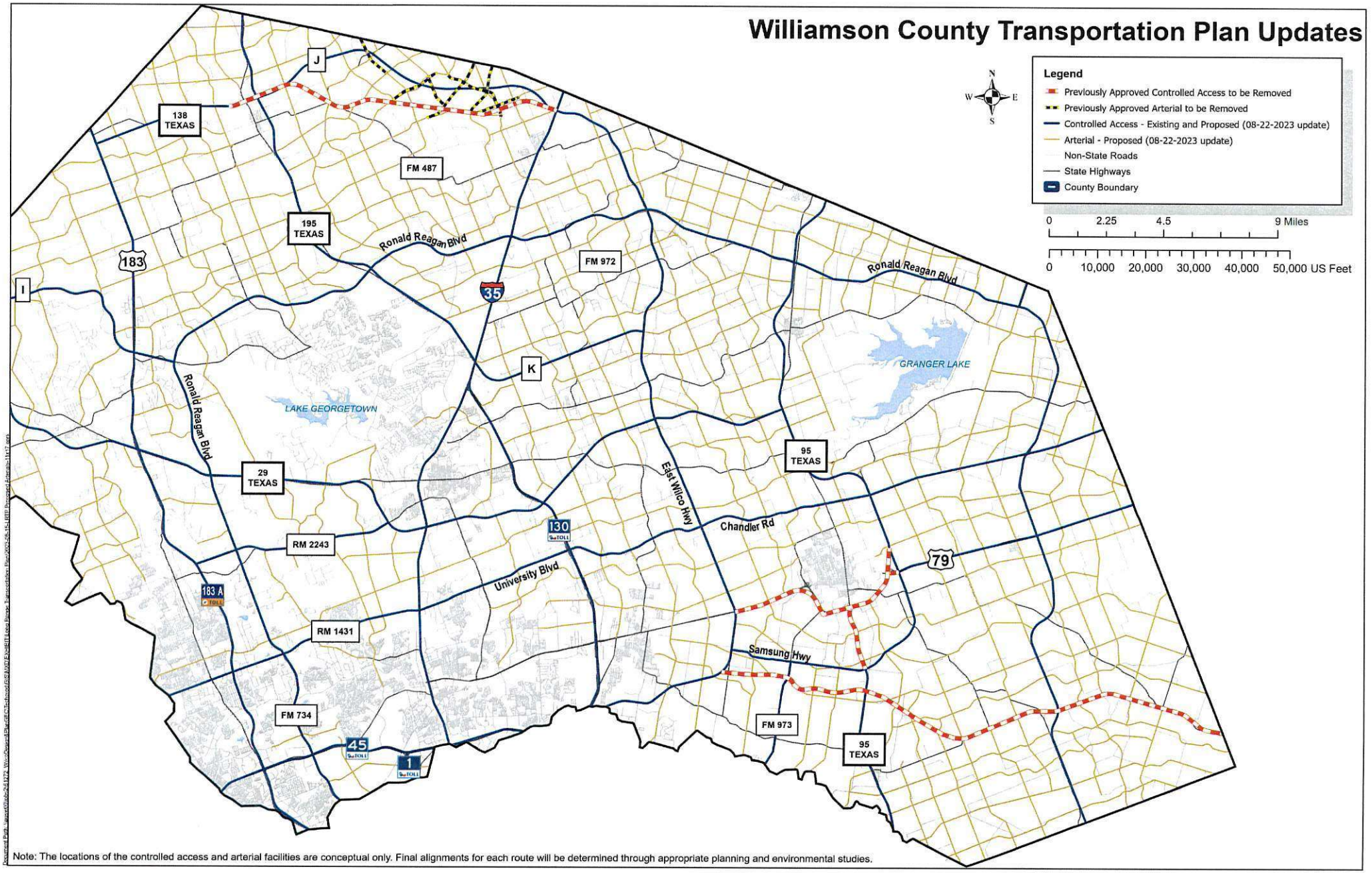
DocuSign Envelope ID: 92976A02-274E-4242-A533-3116D01EB3FE

Williamson County Transportation Plan



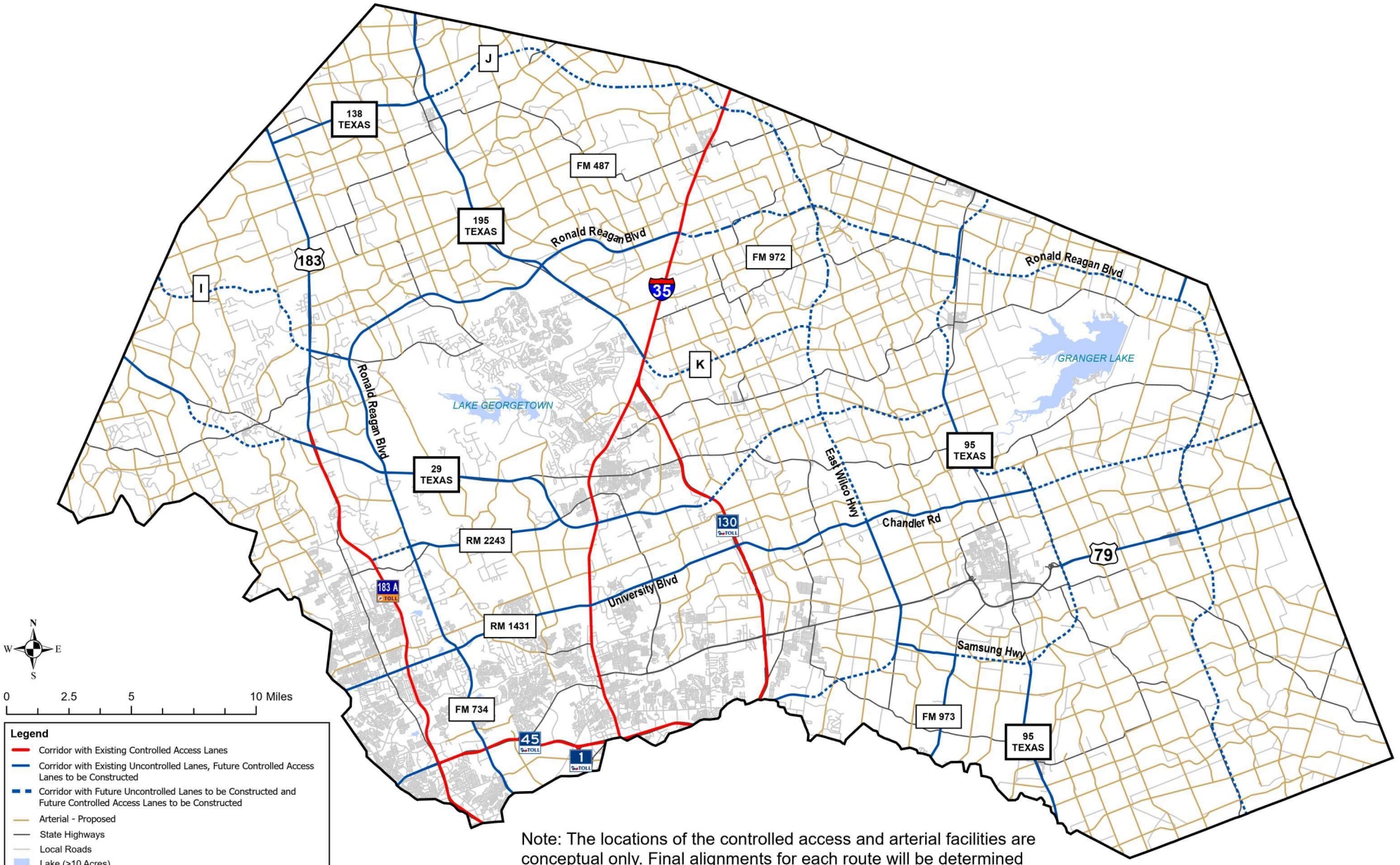
Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

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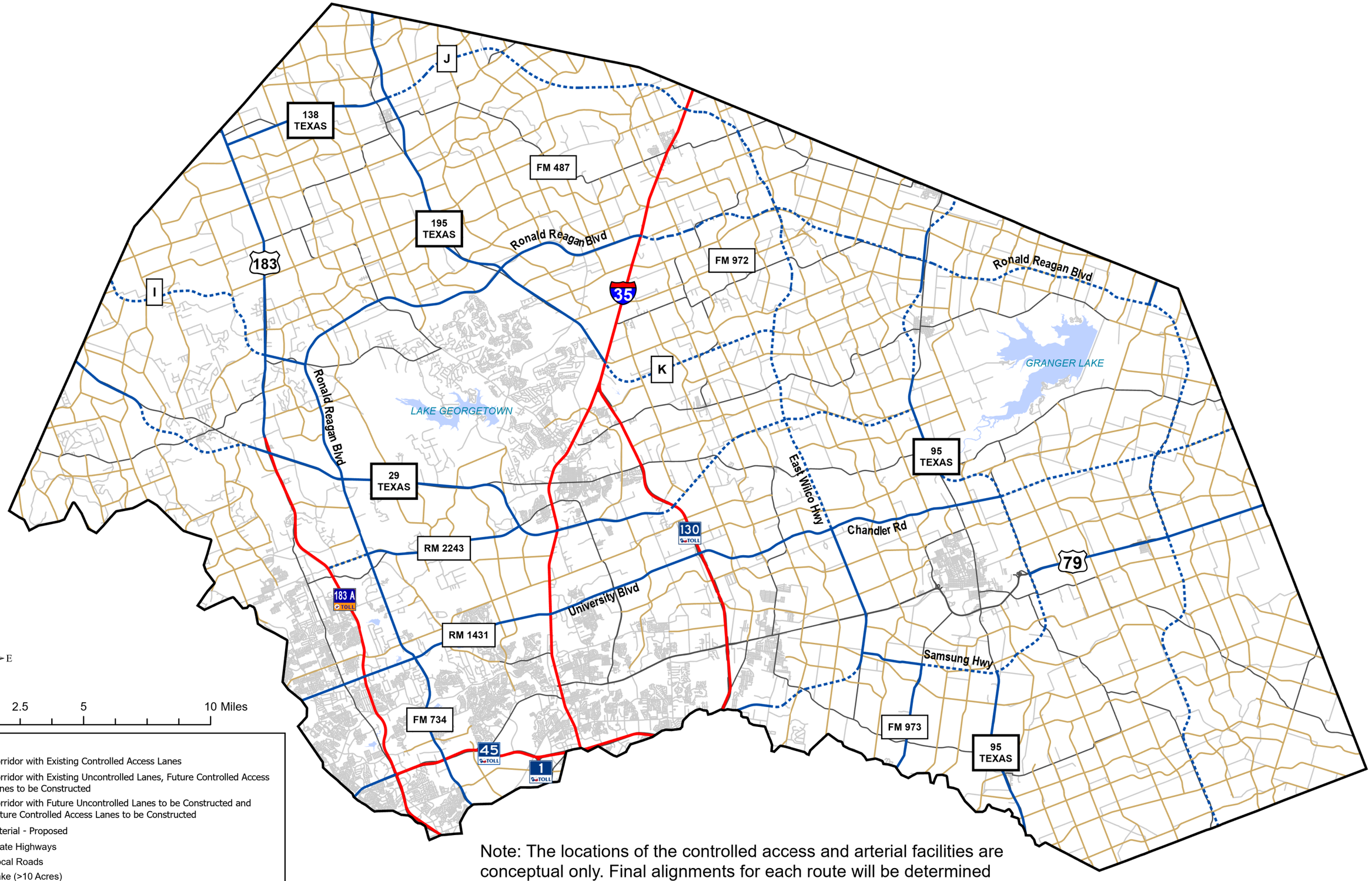
Williamson County Transportation Plan



Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Revision Date : 08/24/2023

Williamson County Transportation Plan



Legend

- Corridor with Existing Controlled Access Lanes
- Corridor with Existing Uncontrolled Lanes, Future Controlled Access Lanes to be Constructed
- Corridor with Future Uncontrolled Lanes to be Constructed and Future Controlled Access Lanes to be Constructed
- Arterial - Proposed
- State Highways
- Local Roads
- Lake (>10 Acres)
- County Boundary

Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Revision Date : 08/24/2023

Document Path: \\austx00\jobs2\61272 WilcoDesign&PlanGEC\Technorod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2023-08-24-WilcoTransportationPlan -11x17.aprx

Commissioners Court - Regular Session **53.**

Meeting Date: 09/19/2023

Utility Coordination Corridor & Road Bond CFA Contract Amendment No. 6

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 6 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

Background

This Contract Amendment No. 6 increases the compensation cap by $3,100,000.00 from $8,500,000.00 to $11,600,000.00. This will allow the utility coordinator Cobb, Fendley & Associates to continue providing utility coordination and engineering services on an on-call basis for the Corridor and Road Bond Program projects through July 2024. The increase includes $110,834.49 for FY23 Road Bond activities and $52,761.69 for FY23 Corridor Program activities, due to increased coordination efforts. The remainder is based on an estimated average monthly invoicing of around $250,000.00 for FY24. This Amendment also adjusts their Exhibit D Rate Schedule to add five new sub-consultant rate sheets.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

UC-OnCall-CFA-PSAAmendment06

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 11:50 AM
Form Started By: Marie Walters		Started On: 09/14/2023 10:31 AM
Final Approval Date: 09/14/2023		

CONTRACT AMENDMENT NO. 6
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Utility Coordination for the Corridor & 2019 Road Bond Program ("Project")

THIS CONTRACT AMENDMENT NO. 6 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $8,500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

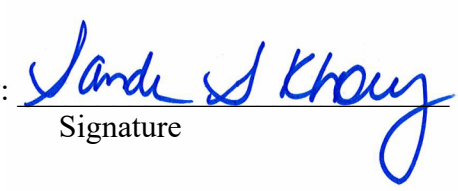
I. The Compensation Cap under Article 5 of the Contract is hereby increased from $8,500,000.00 to $11,600.000.00

II. The hourly rates in the original Exhibit D of the Contract are hereby amended for the addition of the following subconsultants, shown in the attached revised Exhibit D (must be attached):
   a. V & A Consulting Engineers, Inc - Cathodic protection subconsultant, to support utility design services.
   b. Anderson Infrastructure, LLC – Field verification and utility monitoring subconsultant, to support onsite utility relocations.

c. Lonestar Program Controls (LPCG) - Field verification and utility monitoring subconsultant, to support onsite utility relocations.
d. Aeparmia Engineering, PLLC – Utility coordination, engineering, and relocation design subconsultant, to support utility relocation design and engineering services.
e. Survwest – Survey and subsurface utility engineering subconsultant, to support subsurface utility engineering and survey services.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:	**COUNTY:**
By: 	By: _____
Signature	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
September 14, 2023	_____
Date	Date

APPROVED
By Christen Eschberger at 9:12 am, Sep 14, 2023

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
Effective October 2022

Senior Project Manager	$272.94/HR
Senior Engineer	$226.48/HR
Project Engineer III	$197.45/HR
Project Engineer II	$174.22/HR
Project Engineer I	$145.18/HR
Senior Technician	$168.41/HR
Technician III	$145.18/HR
Technician II	$133.57/HR
Technician I	$110.34/HR
Licensed State Land Surveyor	$272.94/HR
Registered Professional Land Surveyor	$197.45/HR
4 Person Field Services Crew	$220.68/HR
3 Person Field Services Crew	$197.45/HR
2 Person Field Services Crew	$168.41/HR
1 Person Field Services Crew	$139.37/HR
2 Person Hy-Drone Crew	$394.89/HR
2 Person UAV Drone Crew	$272.94/HR
Field Construction Observer	$127.76/HR
Senior Utility Specialist	$180.02/HR
Utility Specialist	$145.18/HR
GIS Manager	$197.45/HR
GIS Analyst	$139.37/HR
Right-of-Way Project Manager	$272.94/HR
Right-of-Way Agent	$162.60/HR
Administrative	$121.95/HR
Clerical	$92.92/HR

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum)	$127.76/HR
Two-Man Designating Crew (4-Hour Minimum)	$197.45/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	$342.63/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	$365.86/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	$301.98/HR
Closed Circuit Television (CCTV) with 2 Technicians	$325.21.HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Designation & Traffic Control Vehicles	$3.50/Mile
Location Vehicles	$6.50/Mile

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.
Effective October 2022

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm) ..... At Cost
Courier, Special Equipment Rental ..... At Cost
Mileage (Standard Car or Truck) ..... IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person) ..... IRS Approved Rate
Title Plant Charges ..... At Cost
Other Misc. Expenses Related to the Project ..... At Cost
In-House Reproduction:

- Copies (Up to 11" x 17") $0.15/Each
- Color Prints (Up to 11" x 17") $1.50/Each
- Color Prints (Up to 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each

Approved 7/16/2019 PSA

EXHIBIT D

RATE SCHEDULE
(continued)

Hydro Spy, LLC
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Round Trip Mobilization	$1,120.00/day
Pot Hole &Trench Excavations w/ Backfill	$3,820.00/day
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/16/2019 PSA

EXHIBIT D

RATE SCHEDULE
(continued)

Clean Harbors Environmental Services, Inc.
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Hydrovac - Tri-Drive with Operator & Helper (4-Hour Minimum)	$215.00/HR
3rd Party Backfill & Restoration (as required)	At Cost
Dump Fee	$140.00/Each
Water	$36.00/LOAD
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

Badger Daylighting Corporation
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Badger Hydrovac with Operator (10-hour port to port day)	$2,380.00/DAY
Badger Hydrovac with Operator Overtime (any time over 10-hour day)	$265.00/HR
Additional Operator (remote job or backfill work)	$50.00/HR
Additional Operator Overtime (remote work or backfill work over 10-hours)	$65.00/HR
3rd Party Service (Backfilling) (as required by job)	At Cost
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

Underground Services, Inc. (SOFTDIG)
Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Two-man Designation Crew_QL-B (4-Hour Minimum).....$175.00/HR
Vacuum Excavation Truck with 2 Technicians_QL-A (4-Hour Minimum).....$295.00/HR
Mobilization & Demobilization.....$100/HR
Pavement Coring..... $60.00/CORE
Flag Person.....$65.00/HR
Traffic Control Officer.....At Cost
Traffic Control (Lane Closures, etc.).....At Cost
Permits (Local, State, etc.).....At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/21/2020
PSA Amendment #1

EXHIBIT D

RATE SCHEDULE
(continued)

The Rios Group, Inc.
Effective October 2022

SUBSURFACE UTILITY ENGINEERING

Utility Designation/Investigation/Mapping (1,000 LF Minimum)	$1.76/LF
Test Hole 0 Feet - 5Feet	$1,315.00/EA
Test Hole Over 5 Feet to 8 Feet	$1,600.00/EA
Test Hole Over 8 Feet to 13 Feet	$1,995.00/EA
Test Hole Over 13 Feet to 20 Feet	$2,575.00/EA
Test Hole Over 20 Feet	$3,025.00/EA
Pavement Coring	$370.00/EA
Permits (Local, State, etc.)	At Cost
Traffic Control Plans, Signs, Barricades	At Cost
Select Backfill and pavement restoration	At Cost
Vacuum excavation truck mobilization and demobilization	$5.00/mile
Designating and/or other survey vehicle mobilization and demobilization	$2.25/mile
Traffic control vehicle mobilization and demobilization	$2.00/mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

McGray & McGray Land Surveyors, Inc.
Effective October 2022

SURVEYING

One Person (1) Field Crew	$120.75/HR
Two Person (2) Field Crew	$173.25/HR
Three Person (3) Field Crew	$204.75/HR
One Person (1) GPS/RTK Crew	$173.25/HR
Two Person (2) GPS/RTK Crew	$231.00/HR
Three Person (3) GPS/RTK Crew	$262.50/HR
Terrestrial LIBAR Scanner	$100/HR
Additional Crew/Rod Person	$47.25/HR
Flagger	$47.25/HR
UAS LiBAR Unit-day rate	$4,500.00
Mobile Mapping Unit-day rate	$9,000.00

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

Landmark Surveying, LP
Effective October 2022

SURVEYING

Three Person (3) Field Crew.....$208.00/HR
Two Person (2) Field Crew.....$182.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

GGE Design and Consulting, LLC
Effective October 2022

UTILITY COORDINATION & ENGINEERING

Project Manager	$193.20/HR
Sr. Project Engineer	$151.20/HR
CAD Technician	$73.50/HR
Sr. CAD Technician	$98.70/HR
Administrative	$52.50/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 10/5/2022
PSA Amendment #4

EXHIBIT D

RATE SCHEDULE
(continued)

Balcones Geotechnical
Effective May 2023

ENGINEERING & REPORTING

Principal	$225.00/HR
Senior Geotechnical Engineer	$195.00/HR
Project Engineer	$135.00/HR
Drafter	$75.00/HR
Administrative	$75.00/HR

LABORATORY SOIL TESTING

Atterberg Limits	$75.00/EA
Grain Size Analysis (Includes Percent Passing #200 Sieve)	$70.00/EA
Unconfined Compressive Strength	$75.00/EA
Corrosion Suite (pH, Sol. Chlorides, Sulfates, Box Resistivity)	$450.00/HR

FIELD EXPLORATION

Field Coordination (Staking of Borings, One-Call, Planning)	$75.00/HR
Logger	$75.00/HR
Transportation Cost – Trip Charge	$65.00/Trip
Mobilization (drill rig and support equipment, truck rig)	$550.00/EA
Water Hauling	$175.00/EA
Drilling and Sampling (Soil Boring)	$22.00/FT
Drilling and Sampling (Rock Coring)	$32.00/FT
Backfill Boreholes	$6.00/FT

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 5/24/2023
PSA Amendment #5

EXHIBIT D

RATE SCHEDULE
(continued)

New Sub-Consultant
V & A Consulting Engineers, Inc.
Effective September 2023

ENGINEERING & REPORTING

Principal	$320.00/HR
Senior Project Manager	$280.0/HR
Project Engineer	$214.00/HR
Graduate Engineer	$155.00/HR
Administrative	$95.00/HR

OTHER DIRECT EXPENSES

Mileage (Standard Car or Truck)	IRS Approved Rate
Soil Sample Analysis	At Cost
Soil Sample Shipping	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

New Sub-Consultant
Anderson Infrastructure, LLC
Effective September 2023

UTILITY COORDINATION & FIELD INVESTIGATIVE SERVICES

Sr. Technical Advisor $246.89/HR
Utility Coordinator $110.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

New Sub-Consultant
Lonestar Program Controls Group (LPCG)
Effective September 2023

UTILITY COORDINATION & FIELD INSPECTION SERVICES

Project Controls Manager	$222.89/HR
Utility Coordinator	$201.92/HR
Utility Inspector	$132.39/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

New Sub-Consultant
AEPARMIA ENGINEERING, PLLC
Effective September 2023

UTILITY COORDINATION, ENGINEERING & DESIGN SERVICES

Principal	$220.00/HR
Project Manager	$180.00/HR
Professional Engineer	$150.00/HR
Project Coordinator	$130.00/HR
Engineer in Training	$120.00/HR
3D CAD Designer	$110.00/HR
Utilities Specialist II	$90.00/HR
Utilities Coordinator II	$85.00/HR
Utilities Specialist I	$80.00/HR
Utilities Coordinator I	$75.00/HR
GIS Technician	$70.00/HR
Engineering Intern	$70.00/HR
Administrative	$70.00/HR

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	At Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Other Misc. Expenses Related to the Project	At Cost

In-House Reproduction:

- Black & White Prints (Up to 11” x 17”) $0.30/Each
- Color Prints (Up to 11” x 17”) $0.90/Each
- Black Line Plots (Large Format) $1.80/Each
- Full Color Plots (Large Format) $10.00/Each

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

New Sub-Consultant
SURVWEST
Effective September 2023

SURVEY SERVICES
Office & 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
CAD Manager	$165.00/HR
Senior CAD Technician	$149.00/HR
CAD Technician IV	$129.00/HR
CAD Technician III	$124.00/HR
CAD Technician II	$117.00/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
Survey Crew Travel Rate (Transit Time)	$95.00/HR
Abstractor	$116.00/HR
Administrative Assistant	$93.00/HR

Material and Equipment Reimbursable Expenses

Mileage Survey Vehicle (4x4 Truck)	IRS Approved Rate
LiDAR Equipment (UAS, Drone, etc.)	$155.00/Day
Mobile/Terrestial Laser Scanner (Ground or Vehicle Mounted)	$105.00/Day
Survey Materials & Supplies	At Cost
Plotting, Printing, Binding Materials	At Cost
Overnight and Courier Fees	At Cost

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

New Sub-Consultant
SURVWEST
Effective September 2023

SUBSURFACE UTILITY ENGINEERING SERVICES

Office Staff Rates

SUE Division Manager	$260.00/HR
SUE Engineering Director	$229.00/HR
SUE Project Manager IV	$215.00/HR
SUE Project Manager III	$205.00/HR
SUE Project Manager II	$193.00/HR
SUE Project Manager I	$177.00/HR
EIT III	$161.00/HR
EIT II	$155.00/HR
EIT I	$145.00/HR
Senior CAD Technician	$149.00/HR
CAD Technician IV	$129.00/HR
CAD Technician III	$119.00/HR
CAD Technician II	$113.00/HR
CAD Technician I	$99.00/HR
Senior Utility Coordinator/Specialist	$174.00/HR
Utility Coordinator/Specialist	$159.00/HR
Administrative Assistant	$93.00/HR

Field Staff Rates

SUE Field Manager	$174.00/HR
SUE Field Supervisor	$159.00/HR
Senior Designating/Field Technician	$126.00/HR
Junior Designating/Field Technician	$106.00/HR
Senior Vac Technician	$96.00/HR
Junior Vac Technician	$86.00/HR
Utility Field Inspector	$93.00/HR

Mobilization/Demobilization and Equipment Rates

Designating Equipment	$50.00/HR
Vac Truck	$125.00/HR
GPR Equipment	$75.00/HR
Pole/Push Camera	$50.00/HR
Robotic Camera	$150.00/Day
SUE Materials & Supplies	At Cost

EXHIBIT D

RATE SCHEDULE
(continued)

New Sub-Consultant
SURVWEST
Effective September 2023

Vendor Rates
Traffic Control (Plans and Traffic Control) ..... At Cost

Test Hole Rate Sheet
"In Pavement" Test Holes
0 ft to 6 ft $1,300.00/Each
6 ft to 8 ft $1,500.00/Each
8 ft to 10 ft..... $1,700.00/Each
10 ft to 12 ft..... $1,950.00/Each
12 ft to 15 ft..... $2,200.00/Each
Greater than 15 ft $300.00/HR

"Outside Pavement" Test Holes
0 ft to 6 ft $1,100.00/Each
6 ft to 8 ft $1,300.00/Each
8 ft to 10 ft..... $1,500.00/Each
10 ft to 12 ft..... $1,750.00/Each
12 ft to 15 ft..... $2,000.00/Each
Greater than 15 ft $300.00/HR

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE
(continued)

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.

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, AL 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 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.

Commissioners Court - Regular Session **54.**

Meeting Date: 09/19/2023

Bagdad Rd. Possession & Use 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 2 possession and use agreements for transportation purposes with 50 Fawn Ridge, LLC for right of way needed on the Bagdad Rd. project (Parcels 35 & 36). Funding Source: Road Bond P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:07 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 03:37 PM
Final Approval Date: 09/14/2023		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 35
COUNTY OF WILLIAMSON § Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **50 FAWN RIDGE, LLC** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bagdad @ CR 279 roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **FORTY-NINE THOUSAND TWO HUNDRED SIXTY-SIX and 00/100 Dollars ($49,266.00)** (the "Entry Deposit"). The Grantor agrees that the Entry Deposit represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment of the Entry Deposit directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

   The parties agree that the Entry Deposit tendered represents 90% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the Entry Deposit, then the Grantor agrees that the

original amount tendered represents an overpayment for the difference. Upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-165853, issued April 12, 2023, by Texas National Title, Inc. (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.
   The above-made warranties are made by Grantor and accepted by the County, subject to the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be October 1, 2023. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 30 (thirty) days.

6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. If the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period

prior to the date of the award. Payment of any interest may be deferred by the County until entry of Judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas, and sulfur in and under the land herein conveyed but waives all rights of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and

appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:
50 FAWN RIDGE, LLC

By: _____

Name: Behzad Bahrami

Its: member

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 7th day of Sept, 2023 by Behzad Bahrami in the capacity and for the purposes and consideration recited herein.

Cassondra Mancuso
Notary Public, State of Texas
Comm. Expires 01/17/2024
Notary ID 13231855-2

_____
Notary Public, State of Texas
Printed Name: Cassondra Mancuso
My Commission Expires: 1/17/24

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____, 2023 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

County: Williamson
Parcel : 35 – 50 Fawn Ridge LLC
Highway: Bagdad Rd (CR 279)

EXHIBIT ____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.401 ACRE (17,460 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE THAT CALLED 2.012 ACRE TRACT OF LAND, BEING LOT 1, SACCONE SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 344-345 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN A GENERAL WARRANTY DEED TO 50 FAWN RIDGE LLC RECORDED IN DOCUMENT NO. 2020163689 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.401 ACRE (17,460 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 82.22 feet right of Bagdad Road Baseline Station 207+78.95 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,200,002.24 E=3,060,651.95), being in the southerly boundary line of that called 6.66 acre tract of land described in a Warranty Deed with Vendor's Lien to Mark A. Lumpkin & Paula W. Lumpkin recorded in Document No. 1998054711 of the Official Records of Williamson County, Texas, same being the northerly boundary line of said Lot 1 and the northerly line of a 20 foot wide roadway easement recorded in Volume 885, Page 515 of the Deed Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found, being an angle point in the southerly boundary line of said 6.66 acre tract, same being in the northerly boundary line of said Lot 1 bears N 75°35'52" E at a distance of 59.53 feet;

THENCE, departing said 6.66 acre tract, with said proposed easterly ROW line, through the interior of said Lot 1, the following three (3) courses:

1) **S 10°42'45" E** for a distance of **24.18** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.22 feet right of Bagdad Road Baseline Station 207+54.77, for an angle point;

2) **S 28°44'28" W** for a distance of **22.38** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of Bagdad Road Baseline Station 207+37.49, for an angle point;

3) **S 10°06'58" E** for a distance of **298.22** feet an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 64.90 feet right of Bagdad Road Baseline Station 204+39.29, being in the northerly boundary line of Lot 3, of said Saccone Subdivision, same being the southerly boundary line of said Lot 1, for the southeasterly corner of the herein described parcel;

4) **THENCE,** with the common boundary line of said Lot 1 and said Lot 3, **S 77°15'56" W** for a distance of **29.71** feet to a 1/2" iron rod found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), for the southwesterly corner of the herein described parcel;

THENCE, departing said Lot 3, with said existing easterly ROW line, same being the westerly boundary line of said Lot 1, the following three (3) courses:

5) **N 17°31'06" W** for a distance of **194.96** feet to a calculated angle point;

6) **N 15°26'07" W** for a distance of **122.71** feet to an iron rod with a red plastic cap marked "3D" found, for an angle point;

County: Williamson
Parcel : 35 – 50 Fawn Ridge LLC
Highway: Bagdad Rd (CR 279)

7) **N 12°14'22" W** for a distance of **19.62** feet to the calculated southwesterly corner of said 6.66 acre tract, for the northwesterly corner of said Lot 1 and of the herein described parcel;

8) **THENCE,** departing said existing ROW line, with the common boundary line of said 6.66 acre tract and said Lot 1, being the northerly line of said 20 foot wide roadway easement **N 75°35'52" E** for a distance of **80.92** feet to the **POINT OF BEGINNING**, containing 0.401 acres (17,460 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.

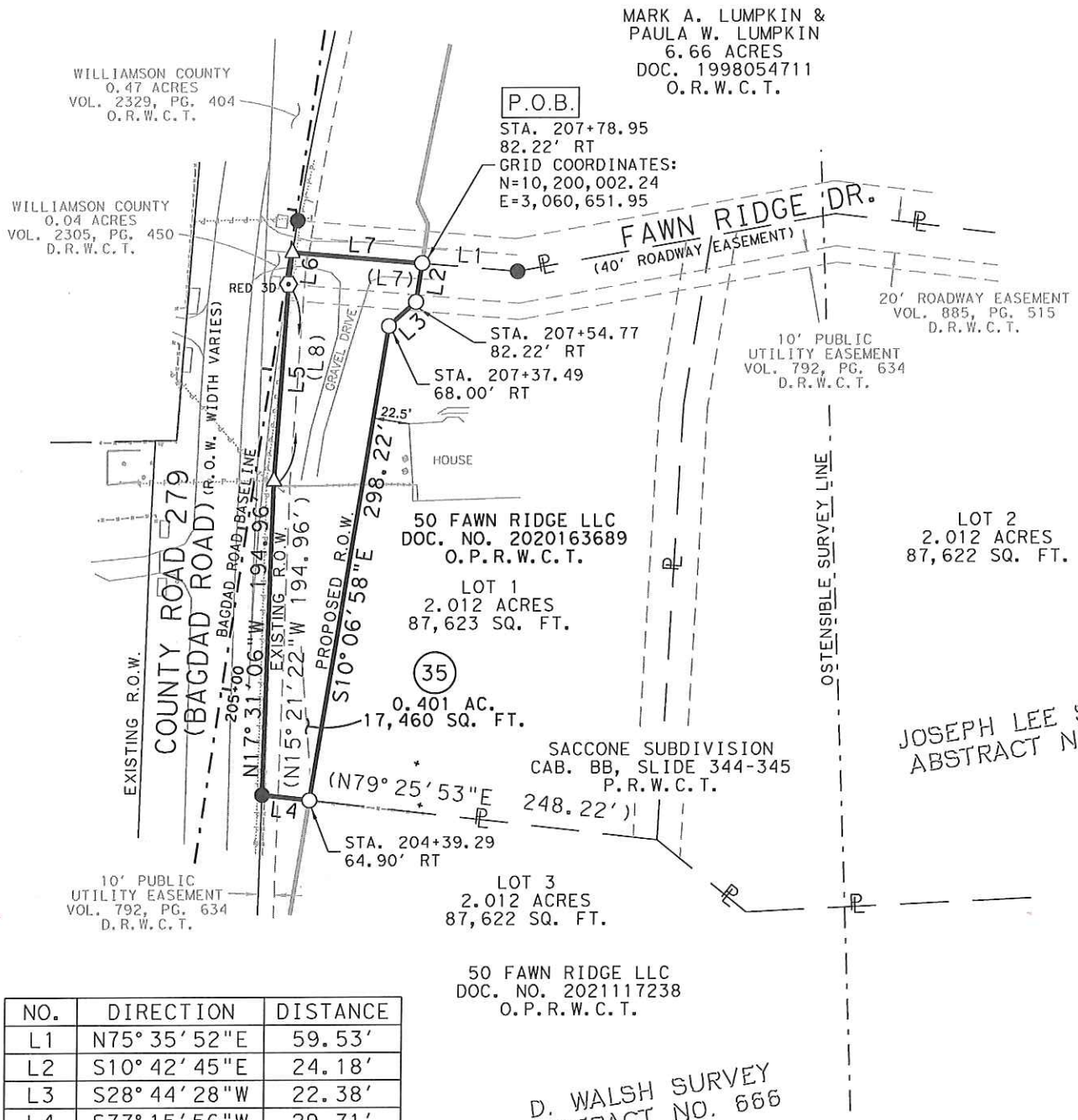
M. Stephen Truesdale — 11 Nov 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N75°35'52"E	59.53'
L2	S10°42'45"E	24.18'
L3	S28°44'28"W	22.38'
L4	S77°15'56"W	29.71'
L5	N15°26'07"W	122.71'
L6	N12°14'22"W	19.62'
L7	N75°35'52"E	80.92'
(L7)	(N77°46'09"E)	(141.54')
(L8)	(N13°18'31"W)	(142.75')

10/24/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

50 FAWN RIDGE LLC

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 35
0.401 ACRES
17,460 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 35-50-FAWN-RIDGE-LLC\PARCEL 35-50-FAWN-RIDGE-LLC.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	IRON ROD FOUND W/PLASTIC CAP	—/\—	LINE BREAK
◉	½" IRON PIPE FOUND UNLESS NOTED	⟍⟋	DENOTES COMMON OWNERSHIP
▣	IRON ROD FOUND W/ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" FOUND	P.O.B.	POINT OF BEGINNING
		N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165853, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO; VOLUME 544, PAGE 56, EXPIRED JANUARY 2000, AND VOLUME 792, PAGE 634, SUBJECT TO, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. A 20 FOOT ROADWAY EASEMENT RESERVED ALONG THE NORTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS DESCRIBED IN VOLUME 885, PAGE 515, DEED RECORDS OF WILLIAMSON COUNTY AND VOLUME 1126, PAGE 896, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. 100 FOOT RADIUS SANITARY SEWER EASEMENTS TRAVERSING THE SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

5. A 15 FOOT ACCESS EASEMENT RESERVED ALONG THE EASTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

6. AN "EX. WELL" NOTATION SHOWN ON SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

7. A 10 FOOT WIDE EASEMENT FOR INSTALLATION AND MAINTENANCE OF UTILITIES ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES, AS SET OUT IN VOLUME 792, PAGE 634 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON PLAT RECORDED IN CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

8. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.

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 11 NOV 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

10/24/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

50 FAWN RIDGE LLC

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 35
0.401 ACRES
17,460 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 35-50-FAWN-RIDGE-LLC\PARCEL 35-50-FAWN-RIDGE-LLC.dgn

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 36
COUNTY OF WILLIAMSON	§	Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **50 FAWN RIDGE, LLC** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bagdad @ CR 279 roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **EIGHT THOUSAND TWO HUNDRED FIFTY and 30/100 Dollars ($8,250.30)** (the "Entry Deposit"). The Grantor agrees that the Entry Deposit represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment of the Entry Deposit directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

   The parties agree that the Entry Deposit tendered represents 90% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the Entry Deposit, then the Grantor agrees that the original amount tendered represents an overpayment for the difference. Upon written notice from the

County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-165852, issued April 12, 2023, by Texas National Title, Inc. (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

   The above-made warranties are made by Grantor and accepted by the County, subject to the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be October 1, 2023. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 30 (thirty) days.

6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. If the County institutes or has instituted eminent domain proceedings, the County will not be liable to

the Grantor for interest upon any award or judgment as a result of such proceedings for any period prior to the date of the award. Payment of any interest may be deferred by the County until entry of Judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas, and sulfur in and under the land herein conveyed but waives all rights of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:
50 FAWN RIDGE, LLC

By:_____

Name: BEHZAD BAHRAMI

Its: member

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 7th day of September, 2023 by Behzad Bahrami in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: CASSONDRA MANCUSO
My Commission Expires: 1/17/24

Cassondra Mancuso
Notary Public, State of Texas
Comm. Expires 01/17/2024
Notary ID 13231855-2

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____, 2023 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

County: Williamson
Parcel : 36 – 50 Fawn Ridge LLC
Highway: Bagdad Rd (CR 279)

EXHIBIT ____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.069 ACRE (2,996 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3 (2.012 ACRE) OF THE SACCONE SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 344-345 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN A GENERAL WARRANTY DEED TO 50 FAWN RIDGE LLC, RECORDED IN DOCUMENT NO. 2021117238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.069 ACRE (2,996 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 64.90 feet right of Bagdad Road Baseline Station 204+39.29 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,199,665.33 E=3,060,698.05), in the southerly boundary line of Lot 1 of said Saccone Subdivision, being the northerly boundary line of said Lot 3, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** departing said Lot 1, with said proposed easterly ROW line, through the interior of said Lot 3, **S 10°06'58" E** for a distance of **160.91** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 63.22 feet right of Bagdad Road Baseline Station 202+78.39 in the existing easterly ROW of way line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), referenced in description of a 6.81 acre tract of land recorded in Volume 792, Page 834 of the Deed Records of Williamson County, Texas, for the most southerly corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of Lot 18, Block "D", Live Oak Ranch, a subdivision of record in Cabinet B, Slide 191-194 of the Plat Records of Williamson County, Texas, same being the northeasterly corner of that called 2,995 square foot ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1998006121 of the Official Records of Williamson County, Texas bears S 37°07'31" E at a distance of 69.92 feet;

2) **THENCE,** with said existing easterly ROW line, same being the westerly boundary line of said Lot 3, **N 37°07'31" W** for a distance of **26.45** feet to a calculated angle point;

3) **THENCE,** continuing with said easterly ROW line, same being the westerly boundary line of Lot 3, **N 17°31'06" W** for a distance of **137.13** feet a 1/2" iron rod found, being the southwesterly corner of said Lot 1, same being the northwesterly corner of said Lot 3, for the northwesterly corner of the herein described parcel;

4) **THENCE,** departing said existing ROW line, with the common boundary line of said Lot 1 and said Lot 3, **N 77°15'56" E** for a distance of **29.71** feet to the **POINT OF BEGINNING**, containing 0.069 acres (2,996 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.

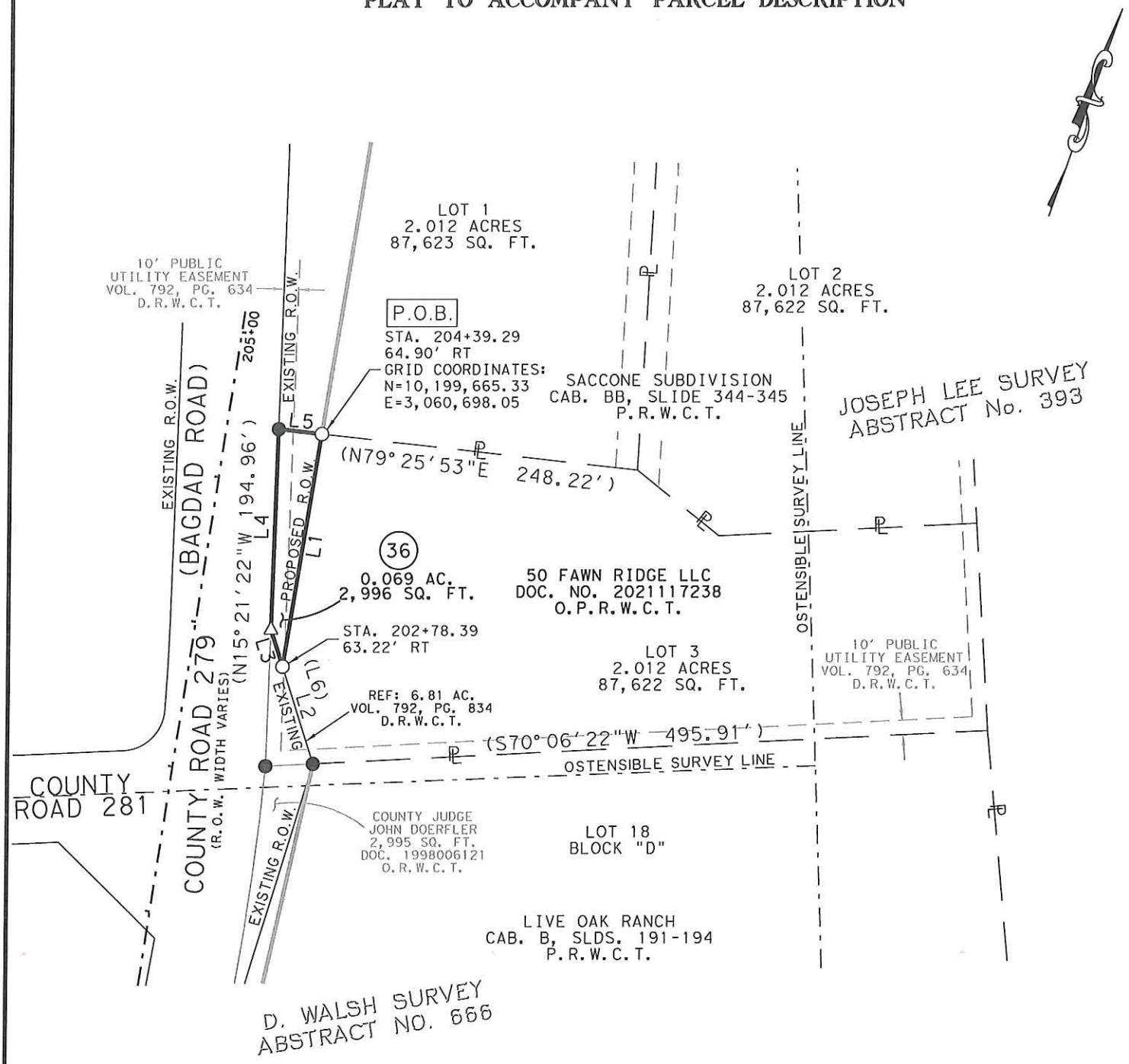
M. Stephen Truesdale 11 NOV 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S10° 06' 58"E	160.91'
L2	S37° 07' 31"E	69.92'
L3	N37° 07' 31"W	26.45'
L4	N17° 31' 06"W	137.13'
L5	N77° 15' 56"E	29.71'
(L6)	(N37° 07' 31"W)	(114.31')

10/24/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

50 FAWN RIDGE LLC

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 36
0.069 ACRES
2,996 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 36-50-FAWN-RIDGE-LLC\PARCEL 36-50 FAWN RIDGE LLC.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	IRON ROD FOUND W/PLASTIC CAP	—/\—	LINE BREAK
◉	½" IRON PIPE FOUND UNLESS NOTED	⟋⟍	DENOTES COMMON OWNERSHIP
▣	IRON ROD FOUND W/ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" FOUND	P.O.B.	POINT OF BEGINNING
		N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165852, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO; VOLUME 544, PAGE 56, EXPIRED JANUARY 2000, AND VOLUME 792, PAGE 634, SUBJECT TO, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. 100 FOOT RADIUS SANITARY SEWER EASEMENTS TRAVERSING THE SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. A 10 FOOT WIDE EASEMENT FOR INSTALLATION AND MAINTENANCE OF UTILITIES ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES, AS SET OUT IN VOLUME 792, PAGE 634 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON PLAT RECORDED IN CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.

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 11 NOV 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

10/24/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

50 FAWN RIDGE LLC

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 36
0.069 ACRES
2,996 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 36-50-FAWN-RIDGE-LLC\PARCEL 36-50 FAWN RIDGE LLC.dgn

Commissioners Court - Regular Session **55.**

Meeting Date: 09/19/2023

Bagdad Rd. Rule 11 Settlement 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 Rule 11 Condemnation Settlement Agreement with Wideview Estates, LLC for right of way needed on the Bagdad Rd. project (Parcel 52). Funding Source: Road Bond P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rule 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:08 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 03:41 PM
Final Approval Date: 09/14/2023		

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@scrrlaw.com

August 14, 2023

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail asharsha@gmail.com

Wideview Estates, LLC
c/o Sabarish Nelapati
4213 Privacy Hedge
Leander, Texas 78641

Re: Williamson County — County Road 279 Improvements

Dear Wideview Estates, LLC:

Please allow this letter to constitute a Rule 11 Settlement Agreement between Williamson County, Texas ("County") and Wideview Estates, LLC (or "you") in connection with the project identified herein and the fee simple right of way interest being acquired as part of the County's County Road 279 road improvement project. The terms of this Agreement and the settlement reached are as follows:

The County agrees to pay, and you agree to accept, the sum of FOURTEEN THOUSAND FOUR HUNDRED FORTY-NINE and 00/100 Dollars (**$14,449.00**) in total compensation for the real property interests shown in Exhibit A, attached hereto and incorporated herein for all purposes, for fee simple acquisitions, and any alleged damages to your remaining property not acquired, with such locations and acquisitions as further described in the County's current pleadings on file in these cases.

The parties agree to enter the agreed amount of FOURTEEN THOUSAND FOUR HUNDRED FORTY-NINE and 00/100 Dollars (**$14,449.00**) at the Special Commissioners Hearing designated to take place at 10:00 am on September 14th, 2023, at 100 Wilco Way, Suite 225, Georgetown, Texas 78626 in the above-referenced lawsuit. It is further agreed that neither you nor the County will file objections to the Award of Special Commissioners in this amount.

If this letter correctly sets forth the terms of our Rule 11 settlement agreement reached between the County and you, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of the property owners.

Very truly yours,

Adam H. Hill
Sheets & Crossfield, PLLC
Attorney for County

AGREED AND ACCEPTED:

WIDEVIEW ESTATES, LLC

By: SUHARSHA ALAPATI

Its: MANAGING PARTNER

Date: 07-SEP-2023

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

County: Williamson
Parcel : 52 – Wideview Estates
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.099 ACRE (4,315 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN FRANCIS SMITH SURVEY, ABSTRACT NO. 576 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF LOT 17 BLOCK "D", LIVE OAK RANCH, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 191-194 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND DESCRIBED AS 4.90 ACRES IN A GENERAL WARRANTY DEED TO WIDEVIEW ESTATES LLC RECORDED IN DOCUMENT NO. 2021172060 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.099 ACRE (4,315 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 62.32 feet right of Bagdad Road Baseline Station 195+24.77 (Grid Coordinates determined as N=10,198,756.68 E=3,060,839.91), at the intersection of the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), and the existing northerly ROW cutback line of Spivey Road (50' ROW width), same being the easterly line of that called 0.145 Square Foot (S.F.) ROW tract described in deed to County Judge John Doerfler and recorded in Document No. 1998006120 of the Deed Records of Williamson County, Texas, also being the southerly boundary line of said Lot 17, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found, being the most southeast corner of said 0.145 S.F. ROW tract, same being in the southerly boundary line of said Lot 17, also being said northerly ROW line of Spivey Road bears S 52°34'43" E, at a distance of 21.85 feet;

1) **THENCE,** departing said proposed ROW line, with the southerly boundary line of said Lot 17, same being the easterly line of said 0.145 S.F. ROW tract, and said existing northerly ROW line, **N 52°34'43" W** for a distance of **13.94** feet to a 1/2" iron rod found at the intersection of the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), for the southwesterly corner of the herein described parcel;

2) **THENCE,** departing said Spivey Road ROW, with said existing easterly ROW line of Bagdad Road, also being the westerly boundary line of said Lot 17 and the easterly line of said 0.145 S.F. ROW tract, **N 06°34'08" W** for a distance of **268.87** feet to a 1/2" iron rod found, being the southwesterly corner of Lot 18 of said Live Oak Ranch subdivision, same being the northeasterly corner of said 0.145 S.F. ROW tract, for the northwesterly corner of said Lot 17 and of the herein described parcel;

3) **THENCE,** departing said existing ROW line and said 0.145 S.F. ROW tract, with the common boundary line of said Lot 17 and said Lot 18, **N 67°54'31" E** for a distance of **21.89** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 72.77 feet right of Bagdad Road Baseline Station 198+06.25 in said proposed easterly ROW line of Bagdad Road, for the northeasterly corner of the herein described parcel;

4) **THENCE,** departing said Lot 18, through the interior of said Lot 17, with said proposed easterly ROW line, **S 04°20'30" E** for a distance of **284.63** feet to the **POINT OF BEGINNING**, containing 0.099 acres (4,315 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.
All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

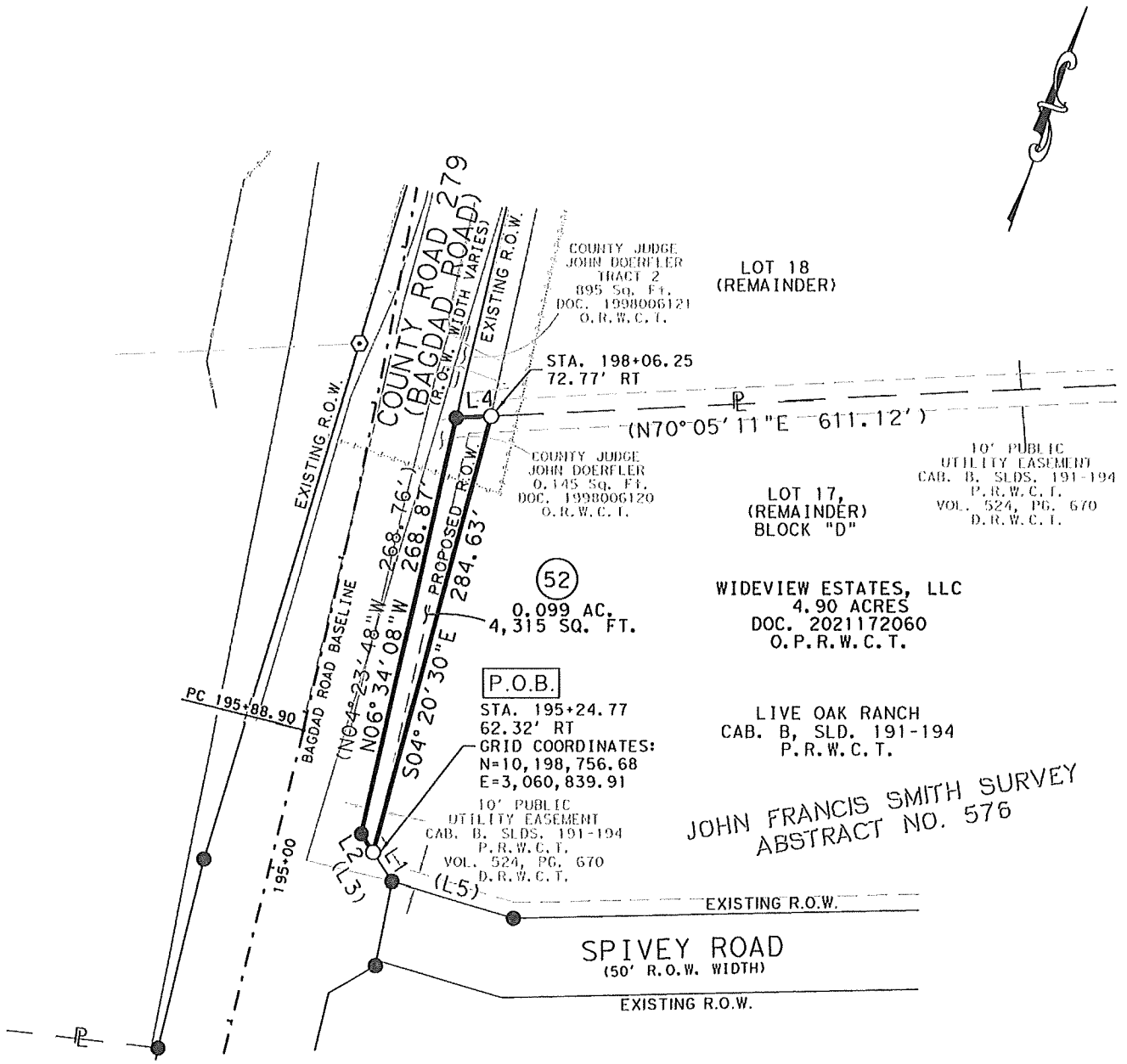
M. Stephen Truesdale 1 DEC 2022
Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S52°34'43"E	21.85'
L2	N52°34'43"W	13.94'
(L3)	(N50°10'06"W)	(35.72')
L4	N67°54'31"E	21.89'
(L5)	(S89°45'02"W)	(79.86')

11/27/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WIDEVIEW ESTATES, LLC

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 52
0.099 ACRES
4,315 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 52-WIDEVIEW ESTATES\PARCEL52-WIDEVIEW ESTATES.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED		RECORD INFORMATION
⊙	IRON ROD FOUND W/PLASTIC CAP		LINE BREAK
◎	½" IRON PIPE FOUND UNLESS NOTED		DENOTES COMMON OWNERSHIP
◉	IRON ROD FOUND W/ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" FOUND	P.O.B.	POINT OF BEGINNING
		N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165844, ISSUED BY TEXAS NATIONAL TITLE, INC. EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 191, SUBJECT TO, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. A 10 FOOT UTILITY EASEMENT RESERVED ALONG EACH SIDE OF EACH PROPERTY LINE, AS STATED ON THE PLAT OF RECORD IN CABINET B, SLIDE 191, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN, AND AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. A POWER LINE TRAVERSING ALONG A PORTION OF THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET B, SLIDE 191 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM EASEMENT AS DESCRIBED IN VOLUME 524, PAGE 670, AFFECTS AS SHOWN, AND VOLUME 743, PAGE 588, DEED RECORDS WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

6. AN UNRECORDED TELEPHONE/BURIED CABLE EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 627, PAGE 722, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

7. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 536, PAGE 386 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

8. AFFIDAVIT REGARDING CONTINUOUS USE OF ACCESS EASEMENT RECORDED IN DOCUMEN NO. 2014075798, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DOES NOT AFFECT.

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN JOINT USE ACCESS EASEMENT AND MAINTENANCE AGREEMENT OF RECORD IN DOCUMENT NO. 2014075799, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

14. ROAD ASSESSMENT AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 536, PAGE 386, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 1DEC 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

11/27/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WIDEVIEW ESTATES, LLC

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 52
0.099 ACRES
4,315 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 52-WIDEVIEW ESTATES\PARCEL52-WIDEVIEW ESTATES.dgn

Commissioners Court - Regular Session **56.**

Meeting Date: 09/19/2023

Hero Way Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Harmony Public Schools for right of way, and LCRA easement and a drainage easement needed on the Hero Way project (Parcel 325). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:08 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 03:43 PM
Final Approval Date: 09/14/2023		

Parcel 325

REAL ESTATE CONTRACT
Hero Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HARMONY PUBLIC SCHOOLS** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 3.098-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 325**);

HVTL Electric Line Easement interest in and across all of that certain 1.896-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 325E**);

Drainage Easement interest in and across all of that certain 0.012-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 325D**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property to be conveyed is broken down as follows:

For the acquisition of the fee simple property described in Exhibit "A," as well as any improvements thereon, and any damages to the remaining property of Seller shall be the sum of FIVE HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED THIRTY-NINE and 00/100 Dollars ($569,439.00).

2.01.2. Compensation for the acquisition of the HVTL Electric Line Easement on the Property described in Exhibit,"B" Purchaser shall pay the amount of SIX HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED NINETY-SEVEN and 00/100 Dollars ($621,597.00).

2.01.3. Compensation for the acquisition of the Drainage Easement on the Property described in Exhibit "C," Purchaser shall pay the amount of TWO HUNDRED TWENTY-NINE and 00/100 Dollars ($229.00).

2.01.4. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of TWENTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-SIX and 00/100 Dollars ($28,766.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before October 15, 2023, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", deliver to Williamson County a duly executed and acknowledged Electric Line Easement conveying such interest in all of the Property described in Exhibit "B", and deliver to Williamson County a duly executed and acknowledged Drainage Easement in and across the portion of the Property described in Exhibit "C", all 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 to Purchaser shall be in the form as shown in Exhibit "D" attached hereto. The Electric Line Easement shall be in the form as shown in Exhibit "E" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "F".

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Deed Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title

insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after August 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 Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

HARMONY PUBLIC SCHOOLS

By: _____ Address: 9321 W Sam Houston Pkwy S

Name: Nihat Bayhan Houston, TX 77099

Its: Deputy Superintendent

Date: 9/11/23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel: 325
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 325

METES & BOUNDS DESCRIPTION FOR A 3.098 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 27.992 ACRE TRACT OF LAND DESCRIBED AS TRACT I AS CONVEYED TO HARMONY PUBLIC SCHOOLS BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021088010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.098 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southwest corner of the above described Harmony Public Schools Tract, and at the southeast corner of a called 4.411 acre tract of land as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said Carter Tract, bears S 69°33'50" W a distance of 60.09 feet;

THENCE, with the west line of said Harmony Public Schools Tract and the east line of said Carter Tract, N 21°03'39" W, pass a 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 98.28 feet, and continuing on for a total distance of 211.78 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,769.12, E: 3,084,986.80) set for the northwest corner of the herein described tract, 211.0 feet left of FM 2243 baseline station 138+41.21, from which a 1/2-inch iron rod found on the line common to said Harmony Public Schools Tract and said Carter Tract, bears N 21°03'39" W a distance of 627.66 feet;

THENCE, over and across said Harmony Public Schools Tract, N 75°22'23" E a distance of 822.17 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 146+63.37;

THENCE, continuing over and across said Harmony Public Schools Tract, S 21°13'36" E a distance of 3.81 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+63.81;

THENCE, continuing over and across said Harmony Public Schools Tract, N 75°22'23" E a distance of 3.80 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said Harmony Public Schools Tract and the west line of a called 6.481 acre tract of land as conveyed to Charles Todd Hoskins and wife, Terry Hoskins by Warranty Deed recorded in Document Number 2004000861 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+67.62, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northwest corner of said Hoskins Tract, bears N 21°16'05" W a distance of 552.92 feet;

THENCE, with the east line of said Harmony Public Schools Tract and the west line of said Hoskins Tract, S 21°16'05" E a distance of 112.04 feet to a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Harmony Public Schools Tract, and at the southwest corner of said Hoskins Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPSL 4303" found on the north right-of-way line of said Hero Way, at the southeast corner of said Hoskins Tract, bears N 68°52'47" E a distance of 426.65 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Harmony Public Schools Tract, S 68°34'25" W a distance of 521.05 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Harmony Public Schools Tract, S 68°55'47" W a distance of 300.15 feet to the **POINT OF BEGINNING** and containing 3.098 acres (134,952 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be recorded for any purpose.

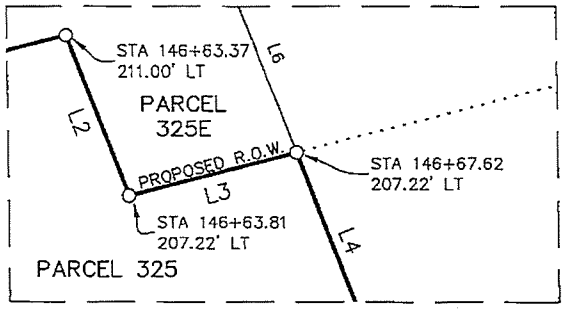
_____ _____

Jonathan O. Nobles RPLS Number 5777 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client: Williamson County
Date: April 18, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DETAIL "A" N.T.S.

TALBOT CHAMBERS SURVEY, A-125

CHARLES TODD HOSKINS AND WIFE, TERRY HOSKINS
CALLED 6.481 ACRES
DOC. NO. 2004000861
O.P.R.W.C.

"J.E. GARON RPLS 4303"

HARMONY PUBLIC SCHOOLS
CALLED 27.992 ACRES
(TRACT I)
DOC. NO. 2021088010
O.P.R.W.C.

SEE DETAIL "A"

PARCEL 325E PROPOSED ELECTRIC EASEMENT

PARCEL 325D PROPOSED DRAINAGE EASEMENT

PROPOSED R.O.W.

N 75°22'23" E 822.17'

1.87 ACRE ELECTRIC LINE ESMT.
DOC. NO. 2018050496
O.P.R.W.C.

"J.E. GARON RPLS 4303"

N 21°03'39" W 627.66'
[N 21°03'59" W 839.43']

STA 138+41.21
211.00' LT
GRID COORDINATES
N: 10,187,769.12
E: 3,084,986.80

PARCEL 325 3.098 ACRES
134,952 SQUARE FEET
A PORTION OF A CALLED 27.992 ACRES
(TRACT I) HARMONY PUBLIC SCHOOLS
DOC. NO. 2021088010
O.P.R.W.C.

[S 68°32'11" W 521.24']
S 68°34'25" W 521.05'

EXISTING R.O.W.

15" CMP

GATE FENCE

145+00

PROPOSED F.M. 2243 BASELINE

STELLA CARTER (LE)
CALLED 4.411 ACRES
VOL. 2059, PG. 702 O.R.W.C.
AS AFFECTED BY
DOC. NO. 2022028373 O.P.R.W.C.
AND DESCRIBED IN
VOL. 894, PG. 532 D.R.W.C.

HEROWAY CROSSING LLC
CALLED 27.868 ACRES
DOC. NO. 2020158793 O.P.R.W.C.

5/8" "SAM LLC"

113.50'

N 21°03'39" W 211.78'

98.28'

P.O.B.

[S 69°00'35" W 299.86']
S 68°55'47" W 300.15'

140+00

HERO WAY (F/K/A CR 269)
R.O.W. VARIES

ELIJAH D. HARMON SURVEY, A-6

HERO WAY CAPITAL, LLC
CALLED 41.56 ACRES
DOC. NO. 2021121563
O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 19.95 ACRES
(TRACT 7)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004073628 O.P.R.W.C.

APPROX. SURVEY LINE

EXISTING R.O.W.

PRELIMINARY
PENDING FINAL
REVIEW

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

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PARCEL PLAT SHOWING
PARCEL 325
3.098 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/18/2023	3 of 4

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LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2021008010 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°33'50" W	60.09'
L2	S 21°13'36" E	3.81'
L3	N 75°22'23" E	3.80'
L4	S 21°16'05" E	112.04'
L5	N 68°52'47" E	426.65'
L6	N 21°16'05" W	552.92'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{S 70°07'25" W}	{60.00'}
(L8)	(N 70°56'19" E)	(426.49')

PRELIMINARY
PENDING FINAL
REVIEW

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
PARCEL 325
3.098 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/18/2023	4 of 4

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EXHIBIT B

County: Williamson
Parcel: 325E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 325E

METES & BOUNDS DESCRIPTION FOR A 1.896 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 27.992 ACRE TRACT OF LAND DESCRIBED AS TRACT I AS CONVEYED TO HARMONY PUBLIC SCHOOLS BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021088010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.896 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southwest corner of the above described Harmony Public Schools Tract, and at the southeast corner of a called 4.411 acre tract of land as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said Carter Tract, bears S 69°33'50" W a distance of 60.09 feet; Thence, with the west line of said Harmony Public Schools Tract and the east line of said Carter Tract, N 21°03'39" W, pass a 5/8-inch iron rod with cap stamped "SAM LLC" found at a distance of 98.28 feet, and continuing on for a total distance of 211.78 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,769.12, E: 3,084,986.80) set for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 211.00 feet left of FM 2243 baseline station 138+41.21;

THENCE, continuing with the west line of said Harmony Public Schools Tract and the east line of said Carter Tract, N 21°03'39" W a distance of 100.63 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 311.00 feet left of FM 2243 baseline station 138+29.93, from which a 1/2-inch iron rod found on the line common to said Harmony Public Schools Tract and said Carter Tract, bears N 21°03'39" W a distance of 527.02 feet;

THENCE, over and across said Harmony Public Schools Tract, N 75°22'23" E a distance of 825.60 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said Harmony Public Schools Tract and on the west line of a called 6.481 acre tract of land as conveyed to Charles Todd Hoskins and wife, Terry Hoskins by Warranty Deed recorded in Document Number 2004000861 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 311.00 feet left of FM 2243 baseline station 146+55.53, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northwest corner of said Hoskins tract, bears N 21°16'05" W a distance of 448.44 feet;

THENCE, with the east line of said Harmony Public Schools Tract and the west line of said Hoskins Tract, S 21°16'05" E a distance of 104.48 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+67.62, from which a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Harmony Public Schools Tract, and at the southwest corner of said Hoskins Tract, bears S 21°16'05" E a distance of 112.04 feet;

THENCE, over and across said Harmony Public Schools Tract, S 75°22'23" W a distance of 3.80 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+63.81;

THENCE, continuing over and across said Harmony Public Schools Tract, N 21°13'36" W a distance of 3.81 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 146+63.37;

THENCE, continuing over and across said Harmony Public Schools Tract, S 75°22'23" W a distance of 822.17 feet to the **POINT OF BEGINNING** and containing 1.896 acres (82,593 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

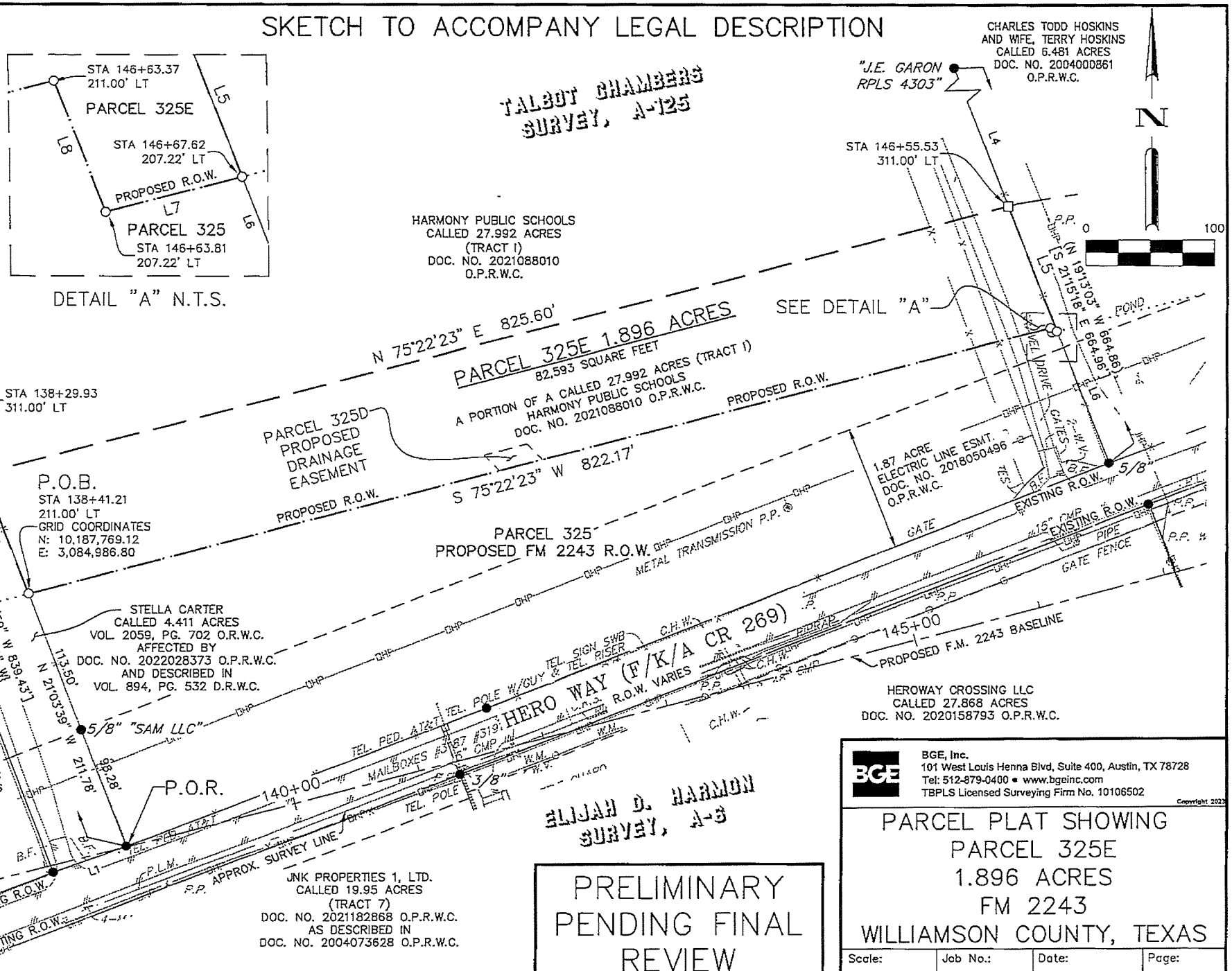
PRELIMINARY
This document shall not be recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client: Williamson County
Date: April 18, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PRELIMINARY
PENDING FINAL
REVIEW

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

Copyright 2023

PARCEL PLAT SHOWING
PARCEL 325E
1.896 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2021008010 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——ø——	EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

PRELIMINARY
PENDING FINAL
REVIEW

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°33'50" W	60.09'
L2	N 21°03'39" W	100.63'
L3	N 21°03'39" W	527.02'
L4	N 21°16'05" W	448.44'
L5	S 21°16'05" E	104.48'
L6	S 21°16'05" E	112.04'
L7	S 75°22'23" W	3.80'
L8	N 21°13'36" W	3.81'

BGE, Inc.
101 West Louis Henna Blvd. Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
Copyright 2023

PARCEL PLAT SHOWING
PARCEL 325E
1.896 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
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...\Projects\Williamson County\7473-00_FM2243_EA\Survey\07_Drawings\7473-00_FM2243_EA1.dwg, 9/18/2024 11:48 AM, Stephen Barger

EXHIBIT C

County: Williamson
Parcel: 325D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 325D

METES & BOUNDS DESCRIPTION FOR A 0.012 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 27.992 ACRE TRACT OF LAND DESCRIBED AS TRACT I AS CONVEYED TO HARMONY PUBLIC SCHOOLS BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021088010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.012 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southwest corner of the above described Harmony Public Schools Tract, and at the southeast corner of a called 4.411 acre tract of land as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said Carter Tract, bears S 69°33'50" W a distance of 60.09 feet; Thence, with the north right-of-way line of said Hero Way and the south line of said Harmony Public Schools Tract, N 68°55'47" E a distance of 300.15 feet to a 1/2-inch iron rod found for an angle point, from which a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Harmony Public Schools Tract, bears N 68°34'25" E a distance of 521.05 feet; Thence, departing the north right-of-way line of said Hero Way, over and across said Harmony Public Schools Tract, N 03°00'54" E a distance of 185.49 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,187,864.61, E: 3,085,352.70) for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 211.00 feet left of FM 2243 baseline station 142+19.41;

THENCE, continuing over and across said Harmony Public Schools Tract, N 44°08'24" W a distance of 17.24 feet to a calculated point for the northwest corner of the herein described tract;

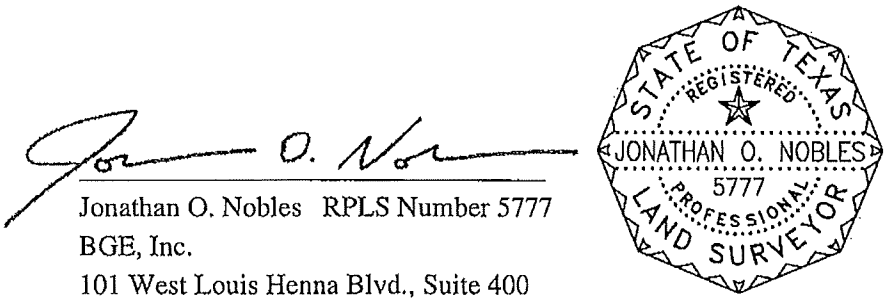
THENCE, continuing over and across said Harmony Public Schools Tract, N 75°22'23" E a distance of 34.47 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Harmony Public Schools Tract, S 44°08'24" E a distance of 17.24 feet to a calculated point for the southeast corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 142+53.88;

THENCE, continuing over and across said Harmony Public Schools Tract, S 75°22'23" W a distance of 34.47 feet to the **POINT OF BEGINNING** and containing 0.012 acre (517 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

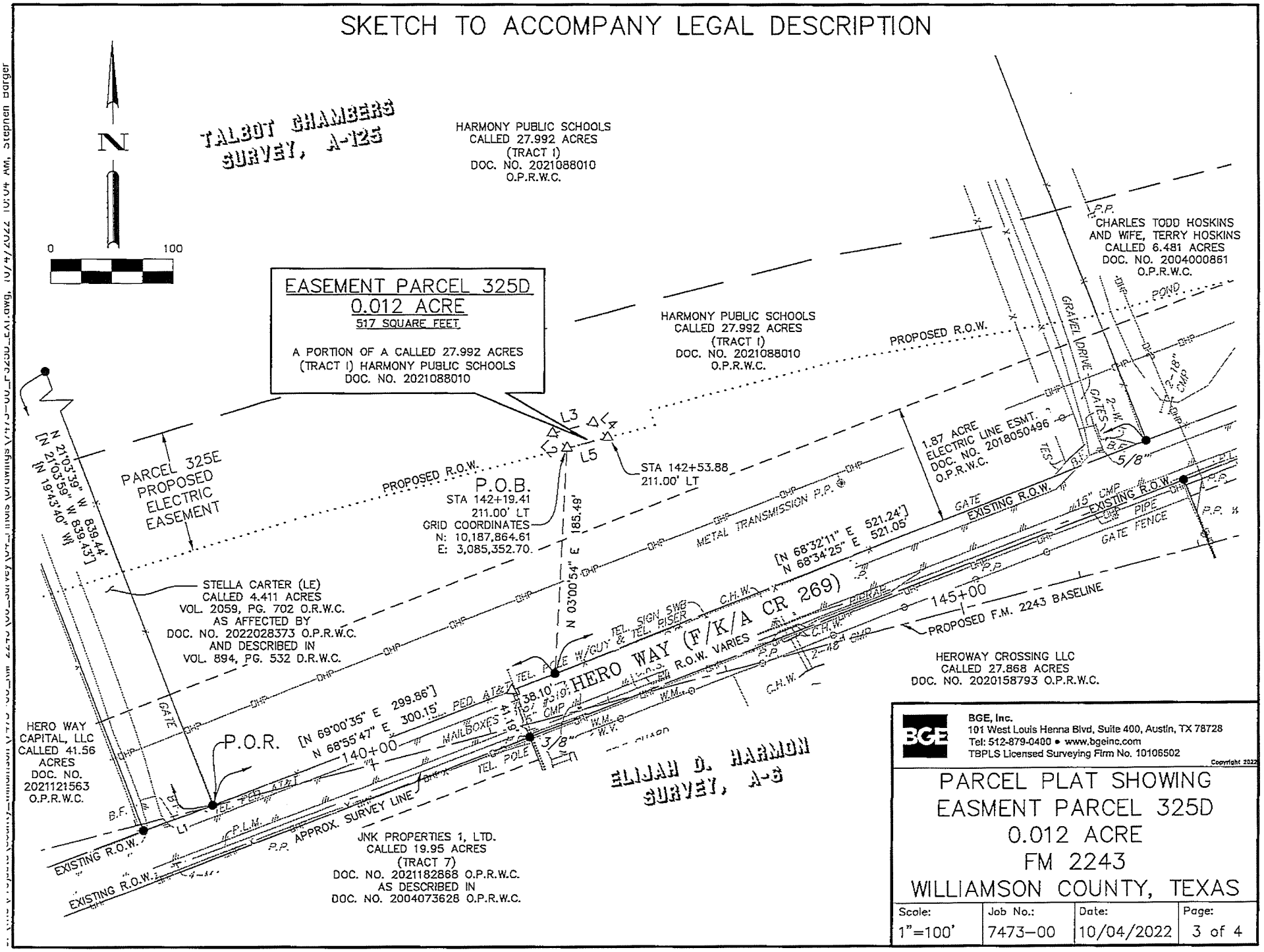


Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

10/04/2022
Date

Client:	Williamson County
Date:	October 4, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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

Copyright 2022

PARCEL PLAT SHOWING
EASMENT PARCEL 325D
0.012 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/04/2022	3 of 4

...\7473-00_FM2243_Survey\Working Files\7473-00_FM2243_EASMENT PARCEL 325D.dwg, 10/4/2022 10:04 AM, Stephen Barger

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
[ ]	RECORD INFO FOR DOC. NO 2021008010 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°33'50" W	60.09'
L2	N 44°08'24" W	17.24'
L3	N 75°22'23" E	34.47'
L4	S 44°08'24" E	17.24'
L5	S 75°22'23" W	34.47'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{S 70°07'25" W}	{60.00'}

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
Copyright 2022

PARCEL PLAT SHOWING
EASEMENT PARCEL 325D
0.012 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/04/2022	4 of 4

...\Williamson County_Williamson\7473-00_FM 2243\00_Survey\04_Drawings\7473-00_P325D_EX1.dwg, 10/4/2022 10:04 AM, Stephen Barger

Exhibit "D"

Parcel 325

DEED
Hero 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 **HARMONY PUBLIC SCHOOLS**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 3.098-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 325**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance Grantee's roadway improvements and related facilities.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 11th day of September, 2023.

[signature pages follow]

GRANTOR:

HARMONY PUBLIC SCHOOLS

By: _____

Its: Deputy Superintendent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this the 11 day of September, 2023 by Jason Yagci in the capacity and for the purposes and consideration recited therein.

Jason Hakan Yagci
My Commission Expires
06/30/2024
ID No. 126575874

_____
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:

Exhibit "E"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS §
§
COUNTY OF Williamson §

DATE: September 11, 2023

GRANTOR: HARMONY PUBLIC SCHOOLS

GRANTOR'S MAILING ADDRESS: 9321 W Sam Houston Pkwy S
Houston, TX 77099

GRANTEE: **LCRA TRANSMISSION SERVICES CORPORATION,** a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
Austin, Texas 78767

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: All of that certain 1.896-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 325E**);

PROJECT: Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way on, over, upon, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to place any number of poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant

to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTOR:

HARMONY PUBLIC SCHOOLS

By: _____

Its: Deputy Superintendent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this the 11 day of September, 2023 by Jason Yagci in the capacity and for the purposes and consideration recited therein.

Jason Hakan Yagci
My Commission Expires
06/30/2024
ID No. 126575874

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LCRA Transmission Services Corporation
c/o Lower Colorado River Authority
P. O. Box 220
Austin, Texas 78767-0220
Attn: _____

Exhibit "F"

DRAINAGE EASEMENT
Hero Way

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That **HARMONY PUBLIC SCHOOLS**, their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.012-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 325D**);

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit B together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making

connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor, its successors and assigns covenant not to convey any other easement or conflicting rights within, or otherwise use for drainage purposes, the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 11th day of September, 2023.

[signature page follows]

GRANTOR:

HARMONY PUBLIC SCHOOLS

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on this the 11 day of September 2023 by Jason Yagci in the capacity and for the purposes and consideration recited therein.

Jason Hakan Yagci
My Commission Expires
06/30/2024
ID No. 126575874

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **57.**

Meeting Date: 09/19/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Josh M. Koenig for right of way needed on the CR 255 project (Parcel 34). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:09 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 03:45 PM
Final Approval Date: 09/14/2023		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JOSH M. KOENIG** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.149-acres (6,490 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 34):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of SEVENTY THOUSAND NINE HUNDRED TWENTY and 00/100 Dollars ($70,920.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 30, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow

Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Josh M. Koenig

Date: 9/11/2023

Address: 5313 Taylors Bnd
Salado, Tx 76571

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.149 ACRE RIGHT-OF-WAY PARCEL NO. 34
JOSH M. KOENIG
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.149 ACRES (APPROXIMATELY 6,490 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 1.055 ACRE TRACT OF LAND CONVEYED TO JOSH M. KOENIG, IN A DEED DATED APRIL 18, 2017, AND RECORDED IN DOCUMENT NO. 2017033822 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.149 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southwest corner of the herein described tract in the East right-of-way line of County Road 255 (right-of-way width varies), the Southwest corner of said Koenig tract, the Northwest corner of that certain tract of land as described in the deed to Steven A. Victoria A. Pena, filed of record in Document Number 2021031970, Official Public Records Williamson County, Texas;

THENCE North 22°38'51" West with the West line of said Koenig tract and the East right of way line of County Road 255 a distance of 195.03 feet to the Northwest corner of the herein described tract, the most westerly Southwest corner of that certain called 12.935 acre tract of land as described in the deed to Kyle and Melony Schaefer filed of record in Document Number 2017018693 filed of record in Official Public Records, Williamson County, Texas in the East right of way line of said County Road 255;

THENCE North 69°10'24" East with the North line of said called 1.055 acre Koenig tract and the South line of said 12.935 acre Schaefer tract a distance of 38.77 feet to the Northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Koenig tract and the South line of said Schaefer tract;

THENCE in a southeasterly direction across said called 1.055 acre Koenig tract with a curve to the left having a radius of 9,932.0 feet an arc distance of 195.41 feet (having a

chord bearing of South 19°35'46" East, chord distance of 195.41 feet, delta angle of 01°07'38") to the Southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Koenig tract and the North line of said Hwang;

THENCE South 70°03'23" West with the South line of said Koenig tract and the North line of said Hwang tract a distance of 28.38 feet to the **POINT OF BEGINNING**, containing 0.149 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 34.

I hereby certify that the hereon map and description was performed under my direct supervision:

"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: April , 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.149 ACRES (APPROXIMATELY 6,490 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JOSH M. KOENIG, IN THAT DEED DATED APRIL 18, 2017, AND RECORDED IN DOCUMENT NO. 2017033822 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 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)

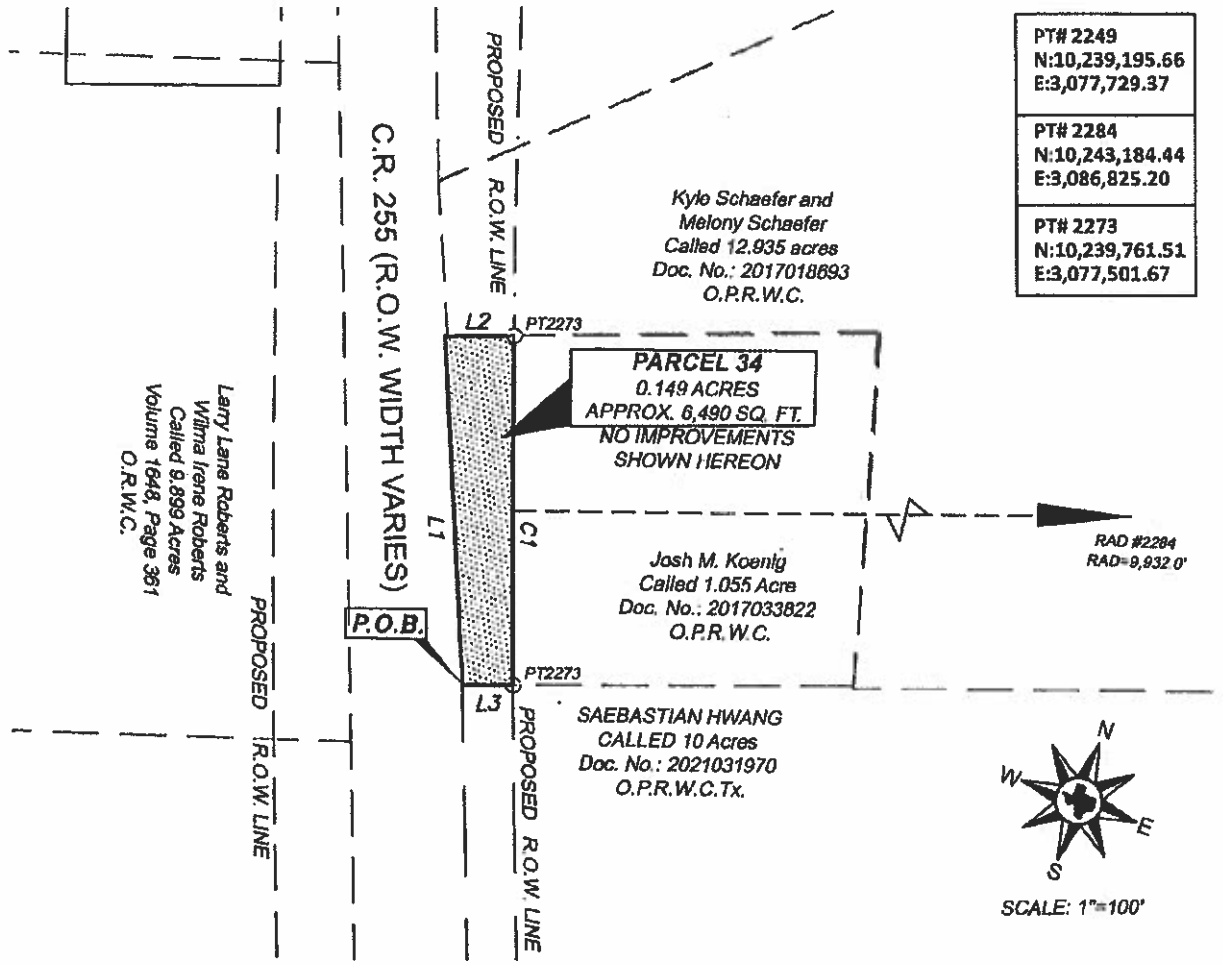
"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CHARLES G. WALKER, TX. RPLS # 5283.
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 34
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	9932.00'	195.41'	195.41'	S 19°35'46" E	1°07'38"

LINE	BEARING	DISTANCE
L1	N 22°38'51" W	195.03'
L2	N 69°10'24" E	38.77'
L3	S 70°03'23" W	28.38'

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
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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."

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DATE OF SURVEY: APRIL , 2023
DRAWING NO.: 0750504-02-PARCEL 34
PROJECT NO.. 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Exhibit "B"

Parcel 34

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JOSH M. KOENIG** 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 0.149-acres (6,490 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 34):**

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:

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.

Commissioners Court - Regular Session **58.**

Meeting Date: 09/19/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Sebastian Hwang for right of way needed on the CR 255 project (Parcel 36). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:10 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 03:47 PM
Final Approval Date: 09/14/2023		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SEBASTIAN HWANG** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.437-acres (19,020 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 36):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of FIFTY THOUSAND and 00/100 Dollars ($50,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 30, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at

the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

SEBASTIAN HWANG

Date: 09/11/23

Address: 120 Woodland Hills Drive
Georgetown, TX 78633

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.437 ACRE RIGHT-OF-WAY PARCEL NO. 36
SAEBASTIAN HWANG
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.437 ACRES (APPROXIMATELY 19,020 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 10 ACRE TRACT OF LAND CONVEYED TO SAEBASTIAN HWANG, IN A DEED DATED MARCH 8, 2021, AND RECORDED IN DOCUMENT NO. 2021031970 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.437 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southwest corner of the herein described tract in the East right-of-way line of County Road 255 (right-of-way width varies), the Southwest corner of said Hwang tract, the Northwest corner of that certain tract of land as described in the deed to Justin D. and Keisha R. Akre, filed of record in Document Number 2018040927, Official Public Records Williamson County, Texas;

THENCE North 20°49'29" West with the West line of said Hwang tract and the East right of way line of County Road 255 a distance of 613.21 feet to the Northwest corner of the herein described tract, the Southwest corner of that certain called 1.055 acre tract of land as described in the deed to Josh M. Koenig filed of record in Document Number 2017033822 filed of record in Official Public Records, Williamson County, Texas in the East right of way line of said County Road 255;

THENCE North 70°03'23" East with the North line of said called 10 acre Hwang tract and the South line of said 1.055 acre Koenig tract a distance of 28.38 feet to the Northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Hwang tract and the South line of said Koenig tract;

THENCE in a southeasterly direction across said called 10 acre Hwang tract with a curve to the left having a radius of 9,932.0 feet an arc distance of 610.04 feet (having a

chord bearing of South 21°55'09" East, chord distance of 609.94 feet, delta angle of 03°31'09") to the Southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Koenig tract and the South line of said Hwang;

THENCE South 64°57'53" West with the South line of said Hwang tract and the North line of said Akre tract a distance of 40.14 feet to the **POINT OF BEGINNING**, containing 0.437 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 36.

I hereby certify that the hereon map and description was performed under my direct supervision:

"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: April , 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.437 ACRES (APPROXIMATELY 19,020 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SAEBASTIAN HWANG, IN THAT CERTAIN DEED DATED MARCH 8, 2021, AND RECORDED IN DOCUMENT NO. 2021031970 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 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)

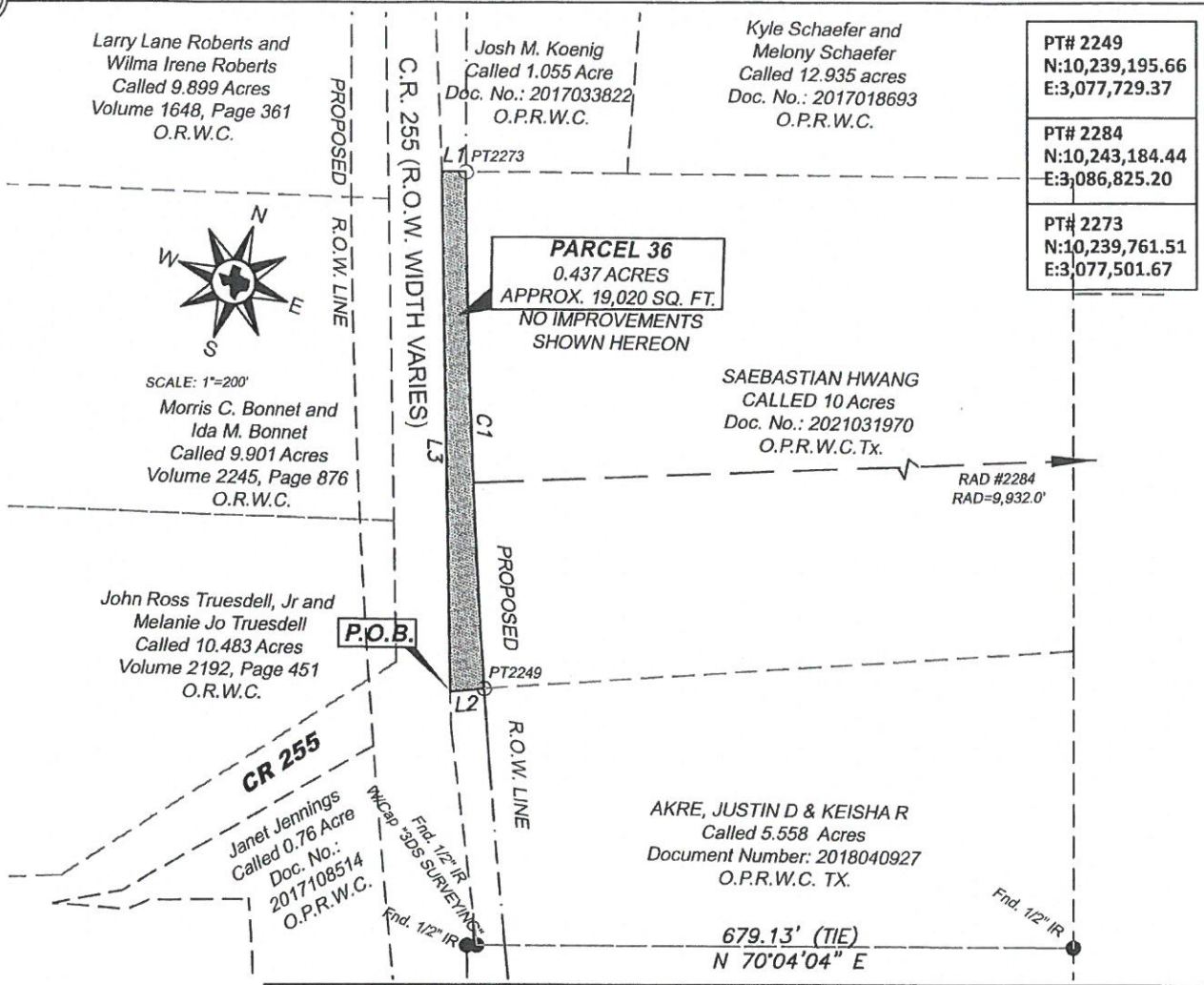
"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

CHARLES G. WALKER, TX. RPLS # 5283.
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 36
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	9932.00'	610.04'	609.94'	S 21°55'09" E	3°31'09"

LINE	BEARING	DISTANCE
L1	N 70°03'23" E	28.38'
L2	S 64°57'53" W	40.14'
L3	N 20°49'29" W	613.21'

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WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

Exhibit "B"

Parcel 36

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **SEBASTIAN HWANG** 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 0.437-acres (19,020 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 36):**

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:

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:

_____
SEBASTIAN HWANG

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by SEBASTIAN HWANG in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **59.**

Meeting Date: 09/19/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Morris C. and Ida M. Bonnet for right of way needed on the CR 255 project (Parcel 37). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:10 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 03:48 PM
Final Approval Date: 09/14/2023		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MORRIS C. AND IDA M. BONNET** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.383-acres (16,669 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 37):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED FIVE and 00/100 Dollars ($37,505.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of TWENTY THOUSAND and 00/100 Dollars ($20,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(d) It is expressly understood and agreed that seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or

unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered

effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Morris C Bonnet

MORRIS C. BONNET

Date: 9-12-23

Address: 2501 CR 255
Ida M. Bonnet
9-12-23
Georgetown, TX 78633

Ida M. Bonnet

IDA M. BONNET

Date: 9-12-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.383 ACRE RIGHT-OF-WAY PARCEL NO. 37
MORRIS C. BONNET AND IDA M. BONNET
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.383 ACRES (APPROXIMATELY 16,669 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 9.901 ACRE TRACT OF LAND CONVEYED TO MORRIS C. BONNET AND IDA M. BONNET, IN A DEED DATED JANUARY 19, 1993, AND RECORDED IN VOLUME 2245, PAGE 876, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.383 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southeast corner of the herein described tract, a ½ inch iron rod found in the West right of way line of said County Road 255, at the Southeast corner of said called 9.901 acre Bonnet tract of land and the Northeast corner of that certain called 5.425 acre tract of land as described in the deed to Randall and Melanie Townsend O'Neill, filed of record In Document Number 2021192476, Official Public Records, Williamson County, Texas;

THENCE South 72°03'13" West with the South line of said Bonnet tract and the North line of said O'Neill tract a distance of 40.06 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 a found ½ inch iron rod bears South 72°03'13" West a distance of 623.60 feet;

THENCE in a Northwesterly direction across said Bonnet tract with an arc to the right an arc distance of 380.31 feet, (having a radius of 10,068 feet, a chord bearing of North 21°24'42" West, a chord distance of 380.28 feet, a delta angle of 02°09'51") to the 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 Bonnet tract and in the South line of that certain called 9.899 acre tract as described in the deed to Larry Lane Roberts and Wilma Irene Roberts filed of record in Volume 1648, Page

361, Official Public Records, Williamson County, Texas;

THENCE North 72°03'32" East with the North line of said called 9.901 acre Bonnet tract and the South line of said Roberts tract a distance of 45.37 feet to the Northeast corner of the herein described tract, the Northeast corner of said Bonnet tract and the Southeast corner of said Roberts tract, in the West right of way line of said County Road 255;

THENCE South 20°36'46" East with the East line of said Bonnet tract and the West right of way line of said County Road 255 a distance of 380.00 feet to the **POINT OF BEGINNING**, containing 0.383 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 37.

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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 0.383 ACRES (APPROXIMATELY 16,670 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO MORRIS C. BONNET AND IDA M. BONNET, IN A DEED DATED JANUARY 19, 1993 AND RECORDED IN DOCUMENT VOLUME 2245, PAGE 876, 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
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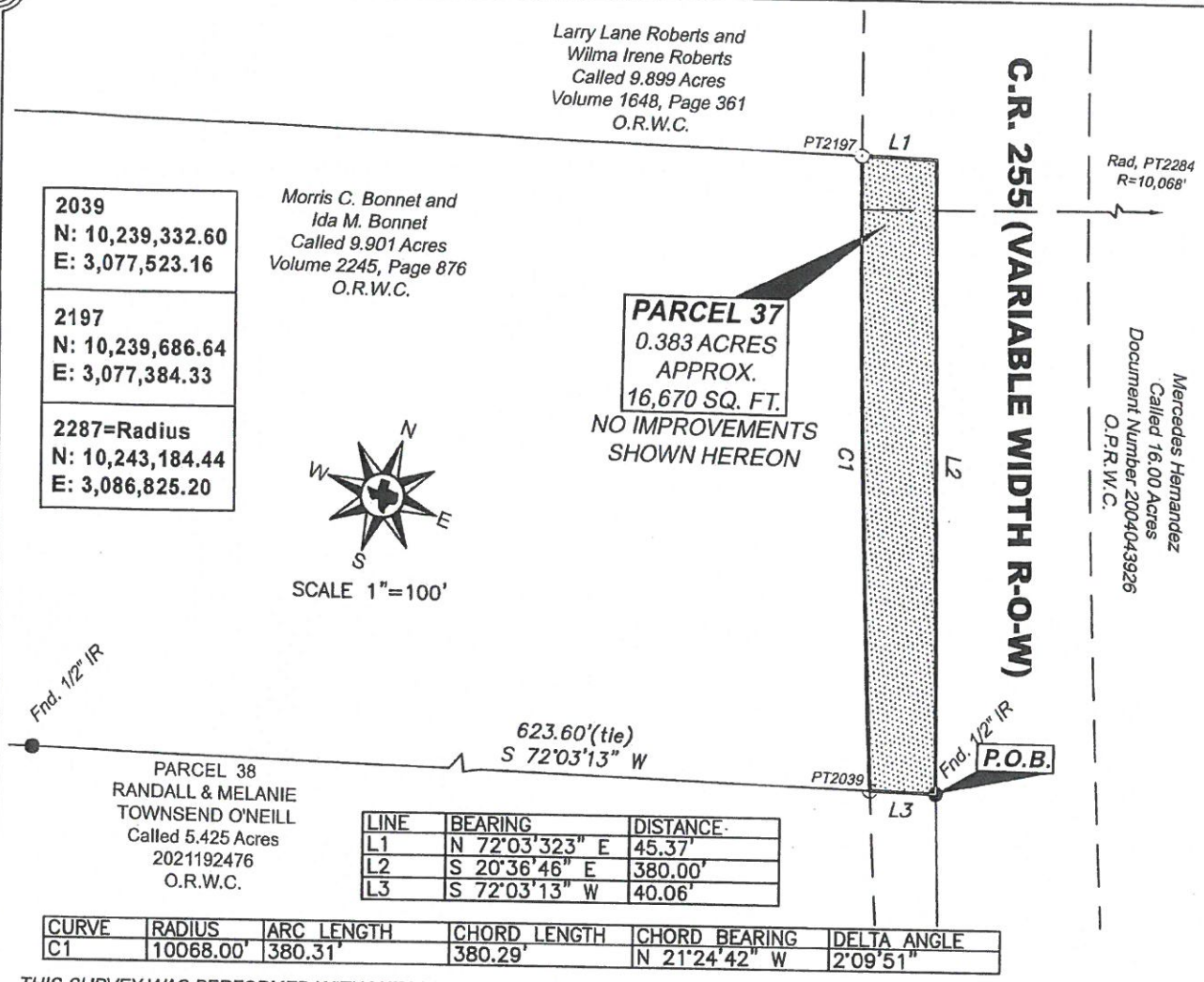
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CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: MARCH , 2023
DRAWING NO.: 0750504-02-PARCEL 37
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



LINE	BEARING	DISTANCE
L1	N 72°03'323" E	45.37'
L2	S 20°36'46" E	380.00'
L3	S 72°03'13" W	40.06'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	10068.00'	380.31'	380.29'	N 21°24'42" W	2°09'51"

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WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Exhibit "B"

Parcel 37

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MORRIS C. AND IDA M. BONNET** 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 0.383-acres (16,669 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 37):**

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]

GRANTORS:

_____
MORRIS C. BONNET

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by MORRIS C. BONNET in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

_____
IDA M. BONNET

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by IDA M. BONNET in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **60.**

Meeting Date: 09/19/2023

Brushy Creek Trail Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Faith Missionary Baptist Church for an easement needed on the Brushy Creek Trail project (Parcel 16). Funding Source: Park Bonds P551

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:12 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 03:50 PM
Final Approval Date: 09/14/2023		

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by FAITH MISSIONARY BAPTIST CHURCH (collectively referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

An easement containing approximately 1.94 acres (84,626 Sq. Ft.) of land as shown in Exhibit "A", attached hereto (the "Easement"). The final metes and bounds description of said Easement will be provided by Purchaser prior to Closing.

A Fee Simple acquisition of that certain approximately 0.53 acres (23,345 Sq. Ft.) of land as shown in Exhibit "B", attached hereto (the "Acquisition"). The final metes and bounds description of said Acquisition will be provided by Purchaser prior to Closing.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Easement described in Exhibit "A" shall be $3.37 per square foot, depending on the size of the final survey. The Purchase Price for the Acquisition described in Exhibit "B" shall be $6.74 per square foot, dependent upon the size of the final survey.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional compensation for the Property conveyed herein, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees at its sole cost and expense to cause the construction of a parking lot, restroom, concrete trail, and related amenities, including but not limited to signage, parking lot lights, parking lot gate, trash receptacle(s) and bench(es) (collectively, the "Improvements") within the Acquisition and Easement area.

The Easement shall also provide that Purchaser will be solely responsible for the operation, maintenance, repair, and replacement of all the Improvements within said Easement.

PURCHASER SHALL TAKE ALL STEPS NECESSARY TO PROTECT PERSONS AND PROPERTY AGAINST INJURY OR DAMAGE THAT MAY RESULT FROM THE CONSTRUCTION, MANAGEMENT AND OPERATION OF THE EASEMENT.

To the extent allowed by law, Purchaser shall hold harmless, indemnify and defend Seller, and Seller's successors and assigns from all losses, damages, injuries to persons, including death, fines and costs of every type and character arising as a result of the construction, management, and operation of the easement and/or proximately caused due to the act or omission of Purchaser, its agents, officers, employees, contractors or subcontractors, or anyone or any entity on the Easement in carrying out the tasks described herein, from Purchaser, its agents, officers, employees, contractors or subcontractors.

This obligation survives the Closing of this transaction.

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.

3.03. The Seller and Purchaser agree that the final alignment of the trail connecting the Acquisition area to the remainder of the Easement may be re-aligned with the approval of both parties prior to Closing.

Real Estate Taxes

3.04 Purchaser is a tax-exempt entity, so there should be no taxes associated with the Easement, but if for any reason taxes are levied against the Easement, the Purchaser will be responsible for all tax payments, so long as Purchaser receives timely notice of said tax levy.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn 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 metes & bounds and 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

5.01. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Easement and Fee Simple Warranty Deed to Williamson County, Texas to all of the Property described in Exhibits "A" and "B", free and clear of any and all 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 Easement shall be in the form as shown in Exhibit "C" and the Warranty Deed shall be in the form as shown in Exhibit "D" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.02. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.03. If applicable, general real estate taxes for the current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.04. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for 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 conveyance of the Easement for any reason, except Purchaser's default, Purchaser may enforce this Contract by Specific Performance or any other remedy available at law or equity.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and insure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

(Signatures on following pages)

SELLER:

FAITH MISSIONARY BAPTIST CHURCH

By: Lonnie Rogers

Its: Treasurer / Deacon / Trustee

Address: 1561 Sam Bass Road
Round Rock TX 78681

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit "A"

LEGEND

- PROP BRUSHY CREEK TRAIL
- EXIST ROW
- PROP ROW
- PROP ACCESS EASEMENT

N

FAITH MISSIONARY BAPTIST CHURCH

SAM BASS RD

PROP IROW

BRUSHY CREEK

PROP SIDEWALK EASEMENT

℄ SUP_CH_CL

10' SHARED USE PATH

EXIST ROW

PC 205+29.31
PT 205+55.01
PC 205+57.02
206+00
PT 206+73.82
PC 206+73.99
207+00
PT 207+76.66
PC 207+77.51
208+00
PT 208+03.51
209+00
PC 209+14.55
POT 100+00.00
100+00
PT 203+02.42
101+00
PC 101+38.46
102+00
PT 102+39.29
103+00
PC 103+31.5
POT 104+86.1

	APPROX AREA (SQ FT)
ACCESS EASEMENT	84,626

0 25 50 75
SCALE: 1"= 50'

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028801

BRUSHY CREEK TRAIL

EXHIBIT B
ACCESS EASEMENT

BRUSHY CREEK TRAIL AT
FAITH MISSIONARY BAPTIST CHURCH

SHEET 1 OF 2

Plotted on: 7/11/2023

Design Filename: H:\Projects\508\67\02\Design\Exhibits\Exhibits_110821\Exhibits\20230711_5086702_BaptistChurch_Opt2_Easement.dgn

Exhibit "B"

LEGEND

- PROP BRUSHY CREEK TRAIL
- ROW ACQUISITION
- EXIST ROW
- PROP ROW

N

FAITH MISSIONARY BAPTIST CHURCH

SAM BASS RD

PROP IROW

PROP SIDEWALK EASEMENT

10' SHARED USE PATH

℄ SUP_CH_CL

BRUSHY CREEK

EXIST ROW

	APPROX AREA (SQ FT)
ROW ACQUISITION	23,345

0 25 50 75

SCALE: 1"= 50'

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028801

BRUSHY CREEK TRAIL

EXHIBIT B
ROW ACQUISITION

BRUSHY CREEK TRAIL AT
FAITH MISSIONARY BAPTIST CHURCH

SHEET 2 OF 2

Plotted on: 7/11/2023

Design Filename: H:\Projects\508\67\02\Design\Exhibits\Exhibits_110821\Exhibits\20230711_5086702_BaptistChurch_Opt2_ROW.dgn

Commissioners Court - Regular Session **61.**

Meeting Date: 09/19/2023

TXDOT Resolution for Bud Stockton LOSA

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 local On-System Project Improvement Agreement with the Texas Department of Transportation, which will allow for construction of intersection and operational improvements including addition of a traffic signal at FM 487 and C. Bud Stockton Loop, in Williamson County. Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:12 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 03:57 PM
Final Approval Date: 09/14/2023		

CSJ #	**1201-02-027**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 487 at C. Bud Stockton Loop**

RESOLUTION

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 19th day of September 2023, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with TxDOT for a Local On-System Project Improvement Agreement with the Texas Department of Transportation, which will allow for construction of intersection and operational improvements including addition of a traffic signal at FM 487 and C. Bud Stockton Loop, in Williamson County, Texas.

This project is funded by the Williamson County 2019 Road Bond.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation. The County Judge is authorized to execute all documents necessary to complete this transaction.

RESOLVED this___day of_____, 2023.

_____
Bill Gravell Jr., County Judge

Attest:

_____
Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **62.**

Meeting Date: 09/19/2023

Bud Stockton LOSA with TXDOT

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 Project Improvement Agreement (LOSA) with the Texas Department of Transportation, which will allow for construction of intersection and operational improvements including addition of a traffic signal at FM 487 and C. Bud Stockton Loop, in Williamson County. Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LOSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:13 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 04:03 PM
Final Approval Date: 09/14/2023		

CSJ #	**1201-02-027**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 487 at C. Bud Stockton Loop**

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 **09/19/2023**, 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.

CSJ #	**1201-02-027**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 487 at C. Bud Stockton Loop**

2. Scope of Work

The Project consists of intersection and operational improvement including traffic signal installation on FM 487 at C. Bud Stockton Loop, 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 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.

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

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. 11th 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.

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.

CSJ #	**1201-02-027**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 487 at C. Bud Stockton Loop**

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 Typed or Printed Name	Bill Gravell, Jr. Typed or Printed Name
Director of Contract Services Typed or Printed Title	County Judge Typed or Printed Title
Date	Date

CSJ #	**1201-02-027**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 487 at C. Bud Stockton Loop**

ATTACHMENT A
RESOLUTION

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 19th day of September 2023, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement with TxDOT for a Local On-System Project Improvement Agreement with the Texas Department of Transportation, which will allow for construction of intersection and operational improvements including addition of a traffic signal at FM 487 and C. Bud Stockton Loop, in Williamson County, Texas.

This project is funded by the Williamson County 2019 Road Bond.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation. The County Judge is authorized to execute all documents necessary to complete this transaction.

RESOLVED this___day of_____, 2023.

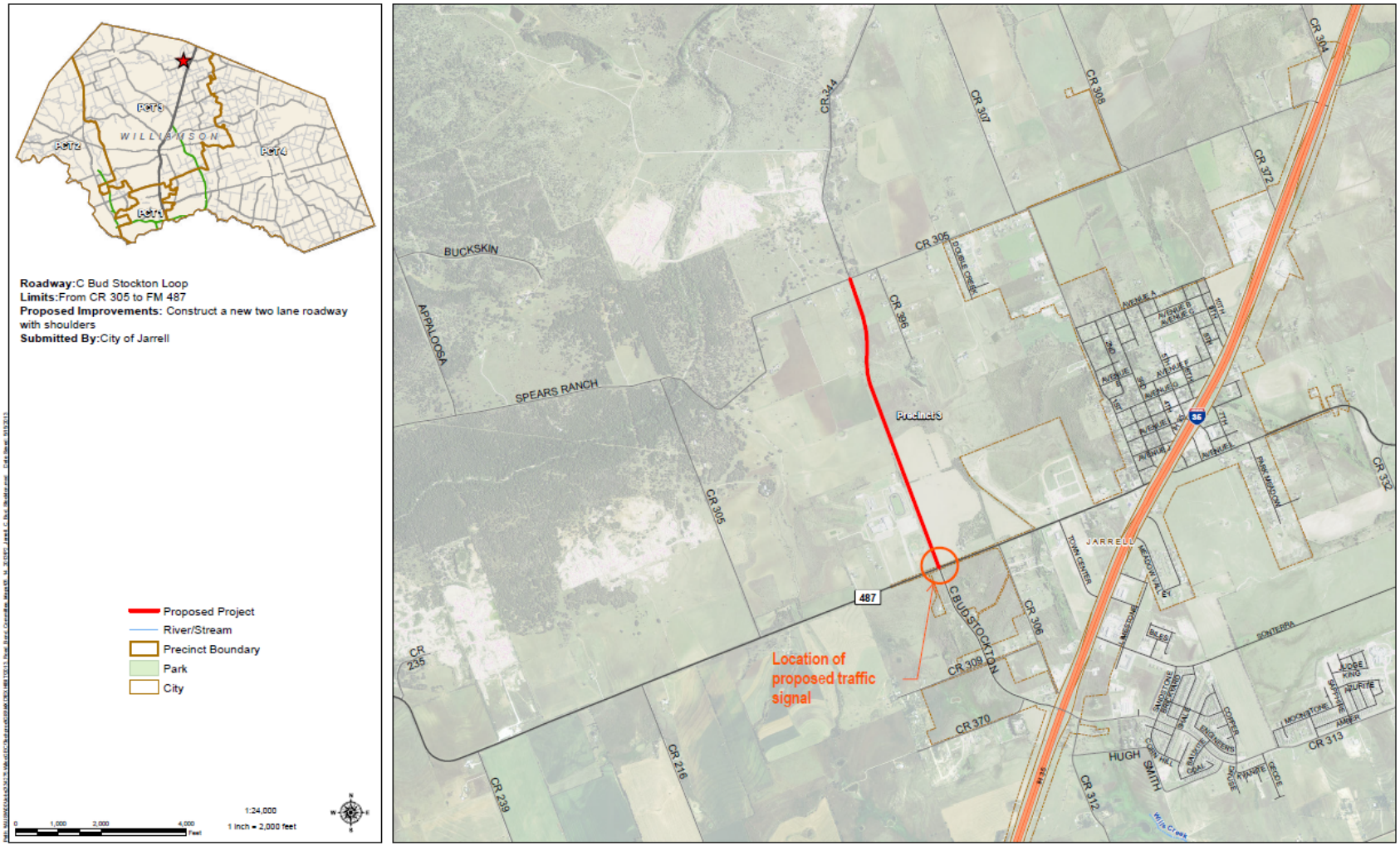
_____
Bill Gravell Jr., County Judge

Attest:

_____
Nancy E. Rister, County Clerk

CSJ #	**1201-02-027**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 487 at C. Bud Stockton Loop**

ATTACHMENT B
PROJECT LOCATION MAP



CSJ #	**1201-02-027**
District #	**14**
Code Chart 64 #	**50246**
Project Name	**FM 487 at C. Bud Stockton Loop**

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	$0	
Right of Way	$0	
Engineering	$51,000	
Utility Work	$0	
Construction	$560,000	
Subtotal for Project Phases		$611,000
DIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Environmental	$3,055	
Right of Way	$764	
Engineering	$4,583	
Utility Work	$763	
Construction	$21,385	
Subtotal for Direct State Costs		$30,550
INDIRECT STATE COSTS:	**Paid By: ☐ Local Government ☒ State**	
Subtotal for Indirect State Costs 4.73%		$28,900
TOTAL ESTIMATED COST OF PROJECT		$670,450

$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.

Meeting Date: 09/19/2023
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 SH 195 @ Ronald Reagan.
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.
s) Discuss acquisition of right of way for Corridor J.

B. Property or Real Estate owned by Williamson County
Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located 747 County Rd. 138 Hutto, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:13 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 04:05 PM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **64.**

Meeting Date: 09/19/2023

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2023 10:13 AM
Form Started By: Charlie Crossfield		Started On: 09/13/2023 04:06 PM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **68.**

Meeting Date: 09/19/2023

Appointment of Veteran Services Director

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Executive Session

Information

Agenda Item

Deliberate the appointment, evaluation and employment of the Director of the Williamson County Veterans Services Department, to include possibly conducting interviews of candidates for such position (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/14/2023 09:07 AM
Form Started By: Becky Pruitt		Started On: 09/05/2023 09:41 AM
Final Approval Date: 09/14/2023		

Commissioners Court - Regular Session **74.**

Meeting Date: 09/19/2023

Offer Veteran Services

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the tender of an offer of employment, hiring and appointment for the position of Director of the Williamson County Veterans Services Department.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/14/2023 09:07 AM
Form Started By: Becky Pruitt		Started On: 09/05/2023 09:49 AM
Final Approval Date: 09/14/2023		